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#

May 18, 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. City Auditor
b. City Attorney
c. City Manager
d. Council Self-Evaluation

2.4. **Security {Gov't Code Section 551.076 };**
Possible action. The City Council may deliberate the deployment, or specific occasions for implementation, of security personnel or devices or a security audit. After executive session discussion, any final action or vote taken will be in public. The following subject may be discussed:
a. Computer network vulnerability and security assessment.

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 for a development on the 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
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 week of May 17–23, 2026, as "National Public Works Week."
Sponsors: Emily Fisher
Attachments: 1. 26 National Public Works 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 23, 2026 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM042326 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a Hotel Occupancy Tax Grant agreement with Texas A&M AgriLife Extension Service for the 2026-2028 Texas 4-H Roundup in an amount not to exceed $150,000.
Sponsors: Jeremiah Cook
Attachments: 1. HOT Grant Evaluation and Application
2. Agreement AgriLife Extension

7.3. Presentation, discussion, and possible action on a contract award to Alexander's Contract Services, Inc. for water meter reading services, not-to-exceed $463,296.
Sponsors: Mary Ellen Leonard
Attachments: 1. 26-050 Intent to Award Proposal Tab_Score
2. 26300476--LKPc (CC 5.18.26) vendor signed

7.4. Presentation, discussion, and possible action on an interlocal agreement with the Texas Municipal League Intergovernmental Risk Pool for group critical illness coverage.
Sponsors: Alison Pond
Attachments: 1. Group Critical Illness Interlocal Agreement
2. Statement of Responsibility

7.5. Presentation, discussion, and possible action regarding a license agreement with the Sheriffs' Association of Texas for the installation and display of a sculpture, monument, and memorial at Veterans Memorial Park.
Sponsors: Jennifer Prochazka
Attachments: 1. Lost Lawman License Agreement 26300531

7.6. Presentation, discussion, and possible action on a contract award to C&G Electrical, LLC, for electric overhead distribution projects in the amount not to exceed $399,063.46.
Sponsors: Glenn Gavit
Attachments: 1. 26300486--(CC 05.18.26)-vendor signed (1)

7.7. Presentation, discussion, and possible action on a three-year professional services contract with McCord Engineering, Inc. for $1,800,000 for electrical engineering services.
Sponsors: Glenn Gavit
Attachments: 1. 26300432--LKP (CC 5.18.26)-revised_VendorSigned

7.8. Presentation, discussion, and possible action on a Construction Manager-at-Risk (CMAR) contract with Crain Group, LLC for Thomas Park and surrounding streets project, not-to-exceed

the remaining project budget of $13,869,380 for this CMAR contract and other future project costs.

Sponsors: Jennifer Cain

Attachments:
1. Thomas Park and Surround Street CMAR RFP Response List
2. Thomas Park and Surrounding Streets Location Map
3. CMAR Contract_Crain Group LLC_26300443_VendorSigned

7.9. Presentation, discussion, and possible action regarding a construction contract with Brazos Paving, Inc for the construction of 3 crosswalks across Welsh Ave at A&M Consolidated High School in the amount of $287,337.98, plus the City's contingency in the amount of $28,730 for a total appropriation of $316,067.98. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Melissa Thomas, Jennifer Cain

Attachments:
1. Contract 26300543 -- Vendor Signed
2. Welsh Crosswalks location map
3. Welsh Crosswalks 26-062 Summary Bid Tabulation

7.10. Presentation, discussion, and possible action on a landscape maintenance agreement with the Texas Department of Transportation (TXDOT) for the maintenance of landscape along State Highway 6 (SH 6).

Sponsors: Emily Fisher

Attachments:
1. SH 6 LMA CoCS

7.11. Presentation, discussion, and possible action on a construction contract with Larry Young Paving, Inc. for the Southwest Parkway Drainage Project for $567,622.25 plus the City's contingency in the amount of $96,500 for a total appropriation of $664,122.25. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain, Susan Monnat

Attachments:
1. SW Pkwy Drainage Contract_26300528_BWc_VendorSigned
2. SW Pkwy Drainage Map
3. SW Pkwy Drainage 26-058 List of Responders

7.12. Presentation, discussion, and possible action on a design contract with Studio 16:19 for the design of the Splashpad Project at the Lincoln Center in the amount of $144,725 in Community Development Block Grant (CDBG) funds.

Sponsors: Jennifer Cain

Attachments:
1. LRC Improvements Map
2. LRC Design Contract

7.13. Presentation, discussion, and possible action on an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time" by removing parking on the northwest side of Cherry Street between Nagle Street and Tauber Street, of the code of ordinances of the City of College Station, Texas.

Sponsors: Carl Ahrens

Attachments:
1. 603 Cherry Street Parking Removal
2. Cherry Street On-Street Parking Removal Exhibit

7.14. Presentation, discussion, and possible action on a resolution approving an Advance Funding Agreement for Highway Safety Improvement Program Off-System between the City of College

Station and the State of Texas, acting through the Department of Transportation for the City's participation in the installation of sidewalks along Holleman Drive and Anderson Street.

Sponsors: Emily Fisher

Attachments:
1. Resolution AFA HSIP Holleman and Anderson
2. Holleman Dr. Sidewalk Project AFA ID Z00011671_2.10.26
3. Holleman and Anderson - Sidewalks Exhibit

7.15. Presentation, discussion, and possible action on a resolution approving an Advance Funding Agreement in the amount of $562,770.02 between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TXDOT) for the city's contribution for various aesthetic enhancements to the State Highway 6 Central Widening Project.

Sponsors: Emily Fisher

Attachments:
1. Resolution AFA SH 6
2. City of CS DRAFT AFA VolTIP_V3
3. Landscape Enlargement Plans
4. SH 6 Proposed Summary of Work

8. Workshop Agenda.

8.1. Presentation, discussion, and possible action regarding the Public Works Facility Project.

Sponsors: Jennifer Cain, Emily Fisher

Attachments: None

8.2. Presentation, discussion, and possible action regarding the Recreation Center Feasibility Study.

Sponsors: Kelsey Heiden

Attachments: None

9. Regular Agenda.

9.1. 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 Pavilion Avenue, a Minor Collector, between Sebesta Road and State Highway 6 South including associated future bike lanes and sidewalks.

Sponsors: Jason Schubert

Attachments:
1. Ordinance
2. Thoroughfare Plan Amendment Exhibit
3. Bicycle Plan Amendment Exhibit
4. Pedestrian Plan Amendment Exhibit
5. East College Station Transportation Study Exhibit
6. Applicants Supporting Information

9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.103 acre 15-foot-wide Sewer Easement, said easement lying over, across, and upon Lot 'C' and Lot 'D' of The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, generally located at 603 Cherry St, according to the instruments recorded in Volume 145, Page 333 of the Official Public Records of Brazos County, Texas.

Sponsors: Lindsey Pressler

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

9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning two utility easements totaling 2,110 square feet, said easements lying over, across, and upon Lot 'C' of The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, generally located at 603 Cherry St, according to the instruments recorded in Volume 2888, Page 337 of the Official Public Records of Brazos County, Texas.

Sponsors: Lindsey Pressler

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

9.4. Public Hearing, presentation, discussion, and possible action reagarding an ordinance vacating and abandoning a 301.5 square-foot utility easement, said easement lying over, across, and upon Lot 'C' of The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, generally located at 603 Cherry St, according to the instruments recorded in Volume 2888, Page 337 of the Official Public Records of Brazos County, Texas.

Sponsors: Lindsey Pressler

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

9.5. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.096 acre portion of a 15-foot-wide Sewer Easement, said easement lying over, across, and upon Lot 'B' of the Tauber Addition and Lots 1 of the Matt Cooley Subdivision, generally located at 603 Cherry St, according to the instruments recorded in Volume 145, Page 333 of the Official Public Records of Brazos County, Texas.

Sponsors: Lindsey Pressler

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

9.6. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.096 acre portion of a 15-foot-wide Sewer Easement, said easement portion lying over, across, and upon Lot 'C' and Lot 'D' of The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, generally located at 603 Cherry St, according to the instruments recorded in Volume 145, Page 333 of the Official Public Records of Brazos County, Texas.

Sponsors: Lindsey Pressler

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

9.7. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.122 acre 15-foot-wide Sewer Easement, said easement lying over, across, and upon Lot 'B' of the Tauber Addition and Lots 1, 2, 3, and 4 of the Matt Cooley Subdivision, generally located at 603 Cherry St, according to the instruments recorded in Volume 145, Page 333 of the Official Public Records of Brazos County, Texas.

Sponsors: Lindsey Pressler

Attachments:
1. Location Map

2. Vicinity Map
3. Application
4. Ordinance

9.8. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning two utility easements totaling 0.261 acre, said easements lying over, across, and upon Lot 'C' and Lot 'D' of The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, generally located at 603 Cherry St, according to the instruments recorded in Volume 2888, Page 337 of the Official Public Records of Brazos County, Texas.

Sponsors: Lindsey Pressler

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

9.9. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 974 sq-ft 15-ft-wide Utility Easement, said easement lying over, across, and upon Lots 1 of the Matt Cooley Subdivision, according to the instruments recorded in Volume 3865, Page 300 of the Official Public Records of Brazos County, Texas.

Sponsors: Lindsey Pressler

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

9.10. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 4,028 sq-ft 10-ft-wide Utility Easement, said easement lying over, across, and upon Lots 1, 2, 3, and 4 of the Matt Cooley Subdivision, according to the instruments recorded in Volume 177, Page 219 of the Official Public Records of Brazos County, Texas.

Sponsors: Lindsey Pressler

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

9.11. Public Hearing, presentation, discussion, and possible action regarding an Ordinance adopting the standards of care for the City's Parks and Recreation Department's elementary age (5-13) Recreational Program in compliance with the exemptions for childcare licensing according to Texas Human Resources Code Section 42.041(b)(14).

Sponsors: Kelsey Heiden

Attachments:
1. 2026 - Standards Of Care Ordinance

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 May 12, 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.

May 18, 2026
Item No. 5.1.
National Public Works Week Proclamation

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the week of May 17–23, 2026, as "National Public Works Week."

Relationship to Strategic Goals:

- Good Governance

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:
1. 26 National Public Works Week

Proclamation

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as streets, public buildings, transportation, and solid waste collection; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, John P. Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim the week of May 17th through 23rd, 2026 as

National Public Works Week

and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 18th day of May 2026.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

May 18, 2026
Item No. 7.1.
April 23rd Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• April 23, 2026 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM042326 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
APRIL 23, 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 23, 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, §551.086-Competitive Matters, and §551.087-Economic Development, and the College Station City Council convened into Executive Session at 4:00 p.m. on April 23, 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.
- 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. 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:

- Council Self-Evaluation

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

- Power Supply

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.
- Economic development agreement with College Station Town Center, LP.

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

Executive Session recessed at 6:00 p.m.

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

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming the month of April 2026 as "Fair Housing Month."

Mayor Nichols presented a proclamation to Kimberly Miller, Government Affairs Director BCS Realtors, Janna Burton, Association Executive BCS Realtor Association, Katie DeHaven, Realtor, Jodi Warner, Realtor and Erika Ervin, Realtor, proclaiming the month of April 2026, as "Fair Housing Month."

5.2. Presentation proclaiming the month of May 2026 as "National Bike Month."

Mayor Nichols presented a proclamation to Carl Ahrens, Staff Planner–Transportation & Mobility, Jason Schubert, Transportation Planning Administrator, Jesse Dimeolo, Sr. Planner–Transportation & Mobility, Joseph Allen, Transportation & Mobility Team and the Bicycle Community, proclaiming the month of May 2026, as "National Bike Month."

5.3. Presentation proclaiming May 3–9, 2026 as "Drinking Water Week."

Mayor Nichols presented a proclamation to Jennifer Nations, Water Services Program Coordinator, Stephen Maldonado Jr., Water Service Assistant Director and Kevin O'Neil, Plant Operations Superintendent, proclaiming the week of May 3-9, 2026, as "Drinking Water Week."

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

Mayor Nichols presented a proclamation to Michael Ostrowski, Chief Development Officer, Jeremiah Cook, Assistant Tourism Director, Hunter Goodwin, Hotelier and the Tourism Staff, proclaiming the week of May 3-9, 2026, as "Visit College Station Travel and Tourism Week."

6. Hear Visitors Comments.

Neo Jang of College Station thanked the City Council, staff, and consultants for adopting the K-12 LTS policy addendum to the Active Transportation Master Plan. The addendum codifies that a school route must be safe enough for a child to navigate independently and prioritizes creative solutions and safety over vehicle-focused planning. He believes the cycling community's support shown tonight at the proclamation shows a readiness for change.

Charles Barr of College Station addressed the City Council about a proactive plan to enhance Code and Law Enforcement in College Station. He stated that requiring the law be posted in each rental would ease enforcement, clarify violations (such as parking, noise, fireworks), lessen reporting for residents, prevent issues before they arise, and reduce minor police calls. This solution is low-cost, addresses the "I didn't know" excuse, and can be integrated with rental registration and inspections.

Nakyshia Guyton of College Station came before council to highlight what she calls over-policing in McCullough Subdivision. She believes that there are discriminatory policies at work which have an impact on the safety and anxiety of community members while promoting gentrification. She requests accountability in policing, action on racial disparities, inclusive development, and meaningful change for dignity, fairness, and belonging.

Tre Watson of College Station raised concerns about persistent inequities, citing over-policing at local events and historic restrictions that kept black residents confined to under-resourced neighborhoods. He criticized decisions like those around Pebble Creek Parkway, arguing that allowing that community to reject bearing the greater needs of the city and putting the burden on other areas is unfair. He believes the city should be allocating CDBG funds to build up infrastructure in areas being gentrified to support long-term residents and called upon council to recognize the inequity.

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.

Consent Item 7.4 was pulled for discussion and a separate vote.

Item *(7.5) and (7.6)* were pulled for clarification.

(7.5) Brett Cast, Assistant Director Capital Projects and Anthony Armstrong, Planning and Development Director, clarified that envelope specialists inspect city facilities for water infiltration, not private residences. Residential inspections are managed by Planning and Development, primarily for new builds. The city currently has five building inspectors, and staffing meets demand. Home inspections are handled separately by the private market and are unrelated to this process. City-required inspections are performed according to the International Building Code.

(7.6) Jennifer Cain, Capital Projects Director, explained that staff coordinated with various departments—including water, public works, traffic, planning, and design—to develop access options to the site. Currently, vehicles cannot reach the back of the property; access for pedestrians is possible unless a roadway extension is planned by the P3 partner. The U-shaped layout connects public infrastructure (water, sewer, and roads) to the property line, where private development for baseball fields will begin. The developer will extend infrastructure within their area, which isn't shown on the preliminary map.

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

- **April 9, 2026 Council Meeting**

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.

7.3. Presentation, discussion, and possible action on the second reading of franchise agreement Ordinance No. 2026-4673 with M27 Services LLC for the collection of recyclables from commercial businesses and multi-family locations.

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

Billy Couch, Police Chief, stated that item is for a grant whose funding will support current system installations of the Flock camera monitoring system. He stated that the department has used license plate readers, some of which are Flock, since 2015 without misuse and follow strict accountability policies. These technologies, including the new Flock cameras, are effective in reducing crime and are now being installed in the city.

Keith Rogers of College Station addressed the City Council opposing Flock cameras due to privacy and 4th amendment concerns. He argued these cameras mainly benefit a private company and cited an Electronic Frontier Foundation report on security risks and abuses, constant monitoring without opt-out options, past misuse for harassment and spying, and noted public and national security risks from accessible sensitive footage.

Vikram Balaji of College Station spoke to the City Council against partnering with Flock, saying it risks citizens' privacy by handing surveillance data to a private company. He raised concerns about losing local control of data, data security, potential misuse of the taxpayer funded surveillance system, and questioned if Flock would ensure strong encryption or be able to uphold its responsibilities if the company dissolves or changes hands.

James Sun of College Station spoke to City Council against Flock cameras and item 7.4, which would cost $370,452 on the system. He stated that the cameras track vehicles without warrants, threaten privacy, and residents can't opt out or are unaware of the information being gathered. Sun cited misuse in other cities, questioned AI camera effectiveness, and urged more community input.

John Hamilton urged the City Council to reject Flock cameras, citing security gaps and privacy issues. He stated that researcher John Gainsik exposed 51 vulnerabilities in these systems which are now used locally. Flock technology previously mistakenly flagged a minivan as stolen, resulting in a costly settlement, also police have misused the system and Flock admitted to undisclosed federal

collaborations. He urged council to bring an item to openly discuss the use of Flock systems in the city.

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.

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.

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.

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.

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.

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

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.

7.12. Presentation, discussion, and possible action regarding Resolution No. 04-23-26-7.12 supporting the inclusion of a proposed Future Interstate Highway Formula Program in the next Federal Surface Transportation Authorization Bill.

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.

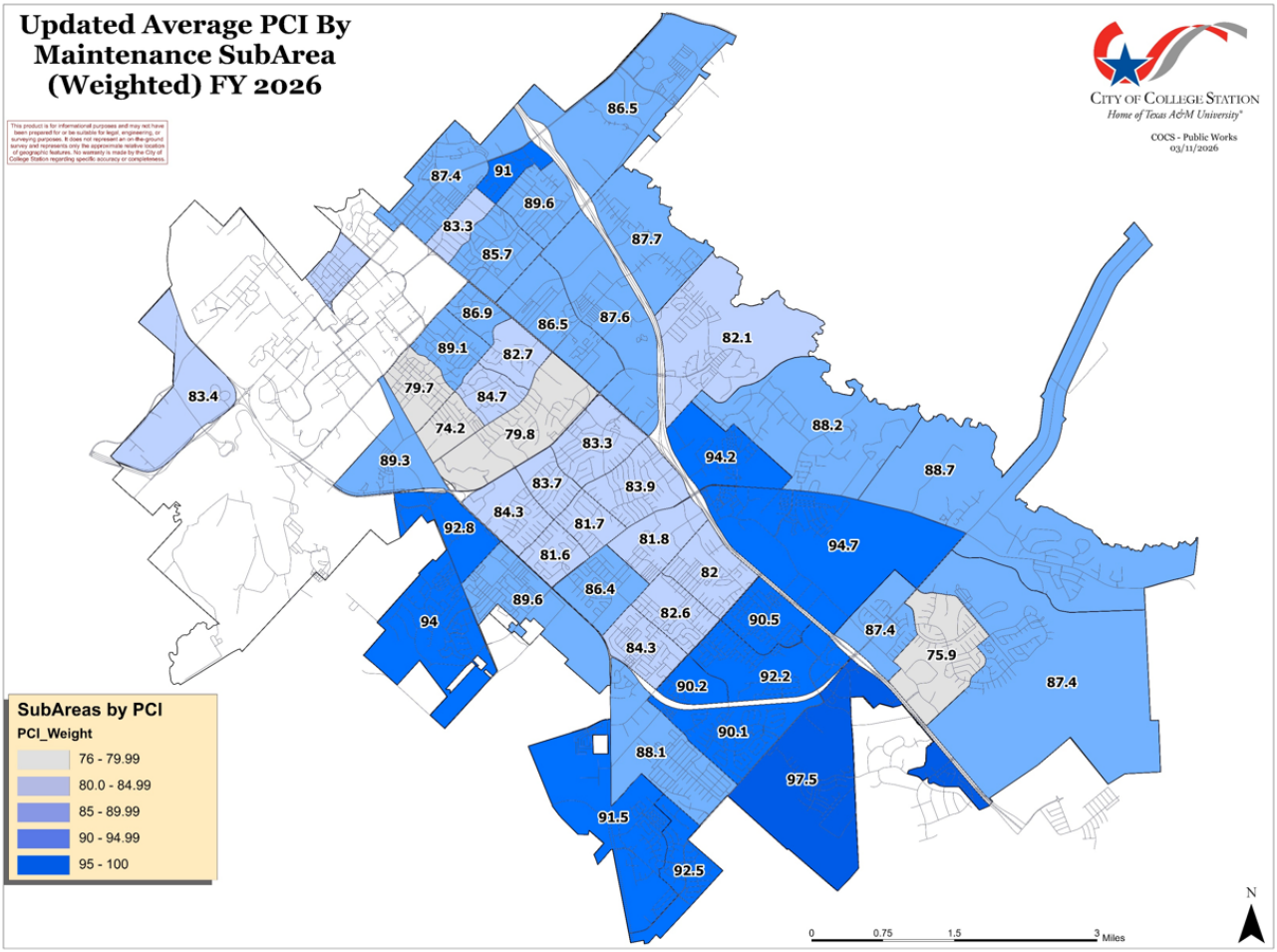
MOTION: Upon a motion made by Councilmember White and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve the Consent agenda, except for Item 7.4. The motion carried unanimously.

(7.4) MOTION: Upon a motion made by Mayor Nichols and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, granting the authority to apply for the Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grant. The motion carried unanimously.

8. WORKSHOP ITEMS

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

Emily Fisher, Director of Public Works, provided an overview of the annual street maintenance program, highlighting pavement condition assessments, recent neighborhood improvements, and future plans. She explained that the city evaluates streets using the Pavement Condition Index (PCI) developed by the U.S. Army Corps of Engineers, which assigns scores based on the severity of distresses and organizes the city into subareas for comprehensive review. Out of a possible 100 points the current citywide PCI average is approximately 89.



Recent maintenance activities have concentrated on the Winwood subdivision, Dartmouth-Colgate area, and McCullough neighborhood, featuring ongoing repaving and curb repairs. Future initiatives will address South Knoll, Pebble Creek, Southwood Valley, and College Heights, with utility rehabilitation projects incorporated. Additionally, the department continues to update the public regarding locations and progress of street maintenance and repaving efforts, especially in the McCullough neighborhood and Holleman area.

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

Bryan Woods, City Manager, initiated a discussion among the City Council regarding the establishment of a State of the City event.

Councilmembers Wright explained that he requested this item based a presentation given at a Texas Municipal League conference of a State of the City event held in Georgetown. He would like to see our city use that approach, with the objective of enhancing public engagement through opportunities for citizens to interact with city departments and leadership. The Georgetown approach was characterized as an open house, with each city departments hosting tables to facilitate citizen interaction, culminating in a mayoral address summarizing accomplishments and outlining future priorities, all aimed at promoting engagement and transparency. The Council clarified that the event's focus should remain strictly on policy and public engagement rather than politics.

Majority of the Council directed staff to research and present options for the State of the City event and include possible format, timing, and logistics, including case studies from other communities, as a future workshop item for Council review and direction.

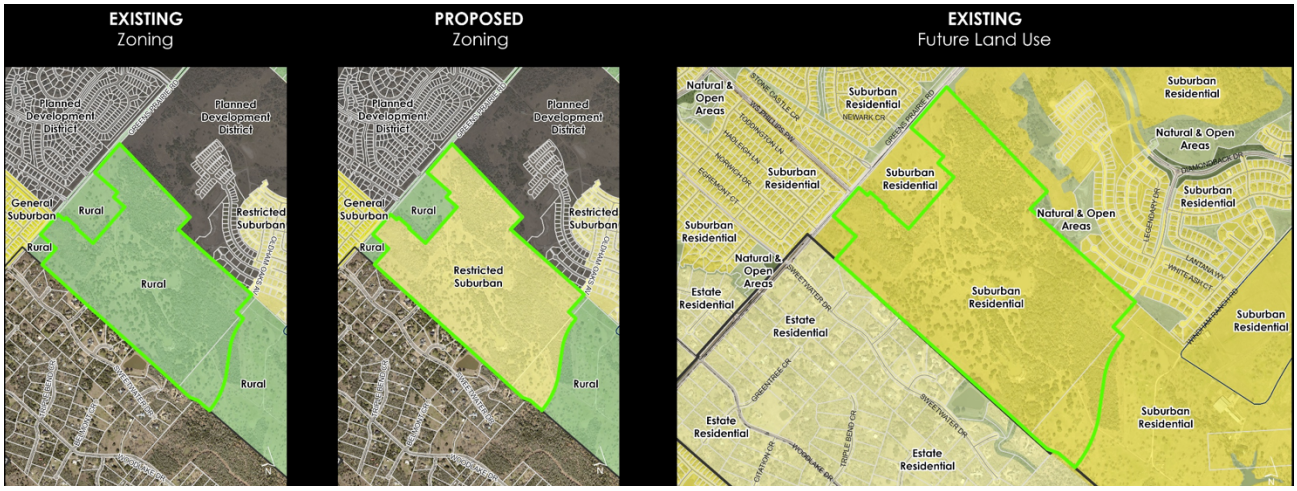
9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2026-4674 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.

Robin Macias from Planning and Development presented a rezoning proposal for approximately 222 acres along Greens Prairie Road, from rural to restricted suburban classification. The tract proposed to be rezoned consists of unplatted property and is currently undeveloped with the intent of the rezoning to build a residential subdivision consisting of approximately 886 lots. After accounting for infrastructure, greenspace and other requirements there would be approximately 575 to 650 lots available to the builder.

A previous 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. A zoning of GS restricts density and mandates larger lot sizes, effectively addressing prior concerns about excessive density. Staff clarified that development would be capped at roughly 200 lots until completion of the Alum Creek Trunk Line, which is currently financed and in the design phase, with completion anticipated by fall 2027.

The applicant and developer presented Council with a letter committed to implementing deed restrictions to limit institutional ownership to no more than 10% of the total platted residential lots within the Subdivision at any one time for rental purposes.



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).

At approximately 9:06 p.m., Mayor Nichols opened the Public Hearing.

Bentley Nettles of College Station urged the City Council warned that subdivision traffic could overwhelm county roads like Sweetwater Drive and Woodlake Drive, which aren't built for heavy use. He recommended addressing mobility and drainage issues before zoning decisions to ensure safe infrastructure planning.

Dolores Kmiecik-Graham addressed the City Council about Horton's rezoning plan and suggested deed restrictions to protect Greens Prairie Reserve's family-friendly atmosphere, citing concerns about investors and rentals. She criticized traffic study for being limited in scope and conducted during a low-traffic period, requesting a delay until a comprehensive study during school months is completed.

Tom Walker of College Station raised concerns before the City Council about student housing replacing family homes, stating there is a current shortfall of 5,000 houses needed for families. He called for action to maintain family neighborhoods and pointed out problems of gentrification and pricing, claiming a tenfold increase in land costs over twelve years.

James J. Hagan of College Station presented signatures against rezoning the Windham tract, mentioning nearly 400 opposing signers. He asked officials to reject or delay rezoning due to concerns about build-to-rent impacts, traffic near a crowded school, and community ownership.

Randal Fullhart spoke to the City Council urging policies that favor family home ownership over commercial rentals or student housing, arguing it strengthens communities and benefits schools and businesses. He called for deed restrictions, HOA agreements, and developer commitments to keep neighborhoods inclusive, recommending caution when considering rezoning for build-to-rent options.

Chuck Kleckley of College Station spoke to the City Council about his extensive search for the right home, which led them to invest in Greens Prairie Reserve due to its thoughtful design and quality construction. While they appreciate the community and amenities, they are concerned the proposed development could negatively affect property values but acknowledged inevitable growth while urging Council delay approval until deed restrictions are clarified.

Kartik Jha of College Station asked the City Council to request the applicant to formalize their promise not to build a rental community on the rezoned property using a deed restriction or similar document. He stated that this documentation would show sincerity on the part of DR Horton and requested the Council reject the rezoning unless restrictions are added.

Martha Vilas of Bryan and Ranger Home Builders sales team members addressed the City Council to support South College Station's community standards. She noted that buyers value neighborhood character and trust local builders, which drives sustainable growth but expressed concern about the proposed developments incompatibility with the area's vision and standards. Ms. Vilas urged the Council to reject the rezoning and uphold high building standards aligned with long-term goals.

Karen Gregory of College Station believes there should be restrictions to protect neighborhood integrity and opposes this rezoning due to concerns about drainage, traffic, and sewer capacity. She also urges the Council to reject the thoroughfare plan and keep Oldham Oaks Ave. a dead end.

Austin Pittman of College Station spoke to the City Council about incomplete traffic studies related to Greens Prairie Reserve and future road connections affecting neighborhoods. He criticized the applicant for not amending plans or conducting necessary analyses on traffic and urged the Council to postpone the rezoning until thorough traffic reviews and clearer commitments are made, stressing accountability and compromise for current residents.

Valen Cepak of College Station urged the City Council to approve the rezoning and support new home construction in College Station. He highlighted that new homes could lower costs and help families like teachers, nurses, and first responders settle and build equity that current area residents already enjoy.

Jacob Carmical, representing Hunter Goodwin of College Station, emphasized support for housing, but not at the expense of community integrity, noting that zoning decisions are permanent. He cited data showing College Station has 64.6% renter-occupied and 35.4% owner-occupied units, which is the reverse of Texas averages. He expressed concern about build-to-rent communities, stating they don't meet local needs and urged careful consideration.

There being no further comments, the Public Hearing was closed at 9:06 p.m.

Mayor Nichols recessed the meeting at 9:06 p.m.

The meeting resumed at 9:16 p.m.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4674, to 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. The motion carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2026-4675 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.

Robin Macias from Planning and Development presented an ordinance amendment to redefine shared housing in accordance with Senate Bill 1567, updating definitions and permitted zoning districts. The amendment now defines shared housing as a congregate living facility according to the International Building Code, removes family from its definition, adds criteria for bedroom size, and replaces 'dwelling' with 'structure' to comply with SB1567. Mrs. Macias explained that shared housing is allowed in middle housing, multi-family, mixed-use, PMUD, R4, R6, and Wolf Pen Creek districts, restoring previous zoning permissions.

Proposed Changes

- Define shared housing as a congregate living facility per the IBC
- Remove family
- Bedrooms of similar sizes
- Change from dwelling to structure

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.

Staff recommend 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).

At approximately 9:48 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 9:48 p.m.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4675, to 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. The motion carried unanimously.

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

Councilmember Shafer gave an update on the Ride with Council event on May 2nd.

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 Shafer reported on Bicycle, Pedestrian and Greenway Committee.

Councilmember Yancy reported on Interlocal Government Committee.

Councilmember White reported on Legislative Engagement Committee.

12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of 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 McIlhaney requested a workshop item to discuss the use and procedures associated with the Flock camera initiative, including contract renewal or modification options.

Councilmember Yancy requested a workshop discussion on the code enforcement placard concept for rental properties.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 10:01 p.m. on Thursday, April 23, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

May 18, 2026
Item No. 7.2.
2026-2028 Texas 4-H Roundup HOT Grant

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: Tourism Committee

Agenda Caption: Presentation, discussion, and possible action on a Hotel Occupancy Tax Grant agreement with Texas A&M AgriLife Extension Service for the 2026-2028 Texas 4-H Roundup in an amount not to exceed $150,000.

Relationship to Strategic Goals:
Diverse and Growing Economy

Recommendation(s): Staff recommends approval. The Tourism Committee recommended unanimous approval at the 5/6/26 meeting.

Summary: This is a new three-year Hotel Occupancy Tax (HOT) Stimulus Program Agreement between The City of College Station and Texas A&M AgriLife Research. The purpose of the agreement is to provide grant funding from the City's Hotel Occupancy Tax revenue to support the Texas 4-H Roundup — a large-scale, statewide youth convention held annually in College Station in order to directly promote tourism and the local convention and hotel industry. The agreement covers three consecutive annual events: Year 1 on June 1-4, 2026; Year 2 on June 7-10, 2027; and Year 3 on June 5-8, 2028. Under this agreement, Texas A&M AgriLife Research is required to use grant funds exclusively for eligible tourism-promotion purposes, maintain detailed financial records, submit post-event reports within 60 days of each event, and display the official Visit/Compete College Station logo in event materials; in exchange, the City agrees to disburse the grant funds upon receipt of required post-event reports.
Payment for each annual event is contingent upon Texas A&M AgriLife Research meeting a hotel room night performance threshold: the organization must actualize at least 70% of the 1,250 expected College Station hotel room nights per event to receive any payment, with a sliding scale providing 80% of the annual award at 70–79% actualization, 90% at 80-89%, and the full $50,000 at 90% or greater actualization; if fewer than 70% of expected room nights are achieved, no payment is issued for that event year.

Budget & Financial Summary: The total contract value is not to exceed $150,000, structured as $50,000 per year across the three-year term, funded through the City of College Station's Hotel Occupancy Tax (HOT) Revenue.

Attachments:
1. HOT Grant Evaluation and Application
2. Agreement AgriLife Extension

Staff Evaluation Form

Event Identity		
Event Name Texas 4-H Roundup	**Contract Term** 3-Year (2026, 2027, 2028)	**Number of Attendees (Per Year)*** 3,000
Event Type Convention	**Out-of-Town Attendees** 85%	**Need Date / Weekday Business** Yes / Yes
Repeat Group Yes	**Potential for Repeat** Yes	

Funding Summary		
Max Funding per Guidelines (Per Year)* $50,000.00	**Staff Recommended Amount (Per Year)*** **$50,000.00**	**Grant Dependent** No
Year 1 Recommended $50,000.00	**Year 2 Recommended** $50,000.00	**Year 3 Recommended** $50,000.00
Total Recommended Amount* **$150,000.00**		

Economic Impact (Per Year — Estimated)		
Year 1 Event Dates June 1 to 4, 2026	**Total Direct Economic Impact** $1,706,216.30	**Local HOT Economic Impact** $29,927.09
Year 2 Event Dates June 7 to 10, 2027	**Total Direct Economic Impact** $1,706,216.30 *	**Local HOT Economic Impact** $29,927.09 *
Year 3 Event Dates June 5 to 8, 2028	**Total Direct Economic Impact** $1,706,216.30 *	**Local HOT Economic Impact** $29,927.09 *
Room Nights (Per Year) 1,250	**Total Room Nights (3 Years)** 3,750	

** Years 2 and 3 economic impact figures are estimates based on the 2026 EIC report. Hotel room blocks and rates for 2027 and 2028 have not yet been finalized.*

Event History			
	2023	2024	2025
Room Nights	3,270	1,995	2,488
HOT Grant	$50,000	$50,000	$50,000
Direct EIC	$1,586,160	$1,635,611	$1,671,442
Local HOT EIC	$23,046	$23,924	$29,328

Anything else that would help evaluation of this grant?

Texas 4-H Roundup is one of College Station's most significant and long-standing annual events, held here continuously since 1946 with only two exceptions. The event draws approximately 3,000 attendees from across the state each June — a traditionally slower period for local hospitality — generating over $1.7 million in direct economic impact annually and occupying 1,250 room nights across 19 contracted hotel properties. The event spans multiple Texas A&M; campus facilities as well as city venues, and includes more than 50 competitive contests, scholarship banquets awarding over $2 million annually, a College and Career Fair, and nightly assemblies. The partnership between Texas 4-H and Visit College Station is well-established; Visit College Station has been named a 2026 Salute to Excellence Winner in part due to this collaboration. Staff recommends the full requested amount of $50,000 per year for all three years, reflecting the event's scale, sustained economic contribution, demonstrated history of performance, and strategic importance during a need period. Year 2 and Year 3 figures are estimates based on the 2026 EIC report pending finalization of future hotel blocks and rates.

Texas 4-H Roundup

College Station Event Funding- Tourism Committee Approval (Multi-Year Application)

Texas A&M AgriLife Extension Service

Ms. Natalie Hejl
600 John Kimbrough Boulevard
Suite 509
College Station, TX 77845

dayla.hall@ag.tamu.edu
O: 979-314-8202
M: 713-409-4719
F: Texas A&M AgriLife Exten

Jana Barrett

1470 William D Fitch Parkway
College Station, TX 77845

jcbarrett@ag.tamu.edu
O: 979-458-0910
M: 979-220-6043
F: 979-845-6495

Application Form

Event or Expenditure Description

Event Name*
Texas 4-H Roundup

Event Website
Website where event information (details, registration, etc.) may be found.

https://texas4-h.tamu.edu/events/roundup/

Event Type*
Select the type that best fits your event.

Convention

Years Applying for*
3 Year

(Year 1) Event Start Date*
The date the event is scheduled to begin.

06/01/2026

(Year 1) Event End Date*
The date the event is scheduled to end.

06/04/2026

Event Description*
Detailed description of the event.

Since 1946, Texas 4-H Roundup has been hosted in College Station, with the exception of 2012 (Lubbock) and 2020 (canceled), serving as the premier statewide event for senior 4-H members and reflecting nearly eight decades of sustained impact. The event features approximately 50 competitive contests, many requiring qualification at the county and district levels, alongside invitational opportunities that expand access. In addition to contests, Roundup offers a College and Career Fair and educational workshops, enhancing the overall learning experience. This structure promotes both excellence and inclusivity, engaging youth from across Texas at varying experience levels. Roundup complements county 4-H programs by delivering high-

quality educational experiences across Agriculture and Livestock, Family and Community Health, Leadership and Citizenship, Natural Resources, and STEM, while building leadership, confidence, and career readiness.

Schedule of Events

Please upload the event schedule. If not available, please upload the most recent event's schedule for reference.

2026 Texas 4-H Roundup - Subject to change (Updated 2_17_2026 - Google Sheets.pdf

Host Venue/Facility*

Primary location where event will be held in College Station.

Texas A&M University Campus facilities (Reed Arena, Rudder, MSC, Rosenthal, Pearce Pavilion, Hildebrand Equine Complex) City venues : Brazos County Expo, Anderson Bible Church

Total number of hotel room nights expected? (Year 1)*

Sum of all hotel rooms over the course of the event.

1250

Nights Hotel Rooms are Needed*

Select the days of the week hotel rooms will be needed for attendees.

Sunday
Monday
Tuesday
Wednesday
Thursday

List host hotel or hotels that currently have a block of rooms for this event:*

List the ***College Station*** hotels currently holding a contracted room block for the event.

Best Western Plus, Comfort Suites, Courtyard, Drury, Embassy Suites, Hampton Inn & Suites, Hawthorn Extended Stay, Hilton Conference Center, Holiday Inn & Suites, Holiday Inn Express, Home2 Suites, Hyatt Place, La Quinta North, La Quinta South, The George, Towneplace Suites, VOCO College Station Aggieland, Wingate by Wyndham, Wyndham Garden Inn

Tracking Out-of-town guests*

It is ***required*** that you determine how the event will track out-of-town guests, demonstrating that the event will attract tourists who will support the tourism and hotel industry in College Station. This could include hotel pickup reports, surveys, etc...

Describe the tracking method here:

Through room blocks as well as survey to gather hotel occupancy onsite at registration pickup as well as we will ask at registration where they "plan" to stay. For 2026 we are offering an incentive counties to stay at hotels, versus AirBnb or other locations through a chance to earn a $500 travel stipend if they book the most hotel nights. We are hopeful that might encourage those "saving" on staying not in hotels to see a benefit to say in hotels for a chance at the travel grant. for 2026 we are planning to conduct an "on-site" survey to capture hotel night information. We typically include this in the registration system, but those who register onsite would miss out on this step.

Events without Spectators

Number of expected attendees/participants per year:*

3000

Out-of-Town Percentage

Estimated percentage of attendees from outside a 50 mile radius of College Station.

85

Year 2 Event Information

(Year 2) Event Start Date

The date the event is scheduled to begin.

06/07/2027

(Year 2) Event End Date

The date the event is scheduled to end.

06/10/2027

(Year 2) Total number of hotel room nights expected?

Sum of all hotel rooms over the course of the event.

1250

Event History/ Forecast

Any other information (such as a change in size or stay pattern from the previous year or in the future) that would be helpful in the evaluation of the application.

Texas 4-H Roundup consistently brings approximately 1,600 senior-level youth post-COVID, with pre-COVID attendance near 1,800. Participation patterns have shifted, with more short-term attendance, so efforts are focused on encouraging full-week stays to increase both educational value and economic impact. Since 2023, the Healthy Texas Youth Summit, held the Sunday prior to Roundup, has added bringing in approximately 400 high school-aged participants to College Station. Many remain through Thursday for Roundup, increasing multi-night stays, while others attend only the Summit, still contributing at least one overnight stay. This addition has strengthened early-week hotel occupancy and provides continued opportunity to grow extended stay patterns and overall tourism impact. As we continue to "reimage Roundup" we are working with focus groups to develop an event that fits today's youth and families.

Year 3 Event Information

(Year 3) Event Start Date

The date the event is scheduled to begin.

06/05/2028

(Year 3) Event End Date

The date the event is scheduled to end.

06/08/2028

(Year 3) Total number of hotel room nights expected?

Sum of all hotel room nights over the course of the event.

1250

Event History/ Forecast

Any other information (such as a change in size or stay pattern from the previous year or in the future) that would be helpful in the evaluation of the application.

Looking toward 2028, projections include a return to and growth beyond pre-COVID attendance, along with expanded workshops and enhanced career exploration opportunities. The College and Career Fair will continue to grow as a centralized experience, connecting 4-H members with universities, trade schools, and industry partners from across the country. While Texas 4-H is part of Texas A&M AgriLife Extension, the program supports diverse post-secondary pathways, and Roundup provides a key space for that exploration. Additional efforts include targeted marketing to increase full-week participation over day passes, expanded evening programming to encourage longer stays, and stronger integration between the Healthy Texas Youth Summit and Roundup. These strategies are designed to increase attendance, extend length of stay, and strengthen both youth outcomes and local economic impact, while continuing to offer a unique, high-quality experience for senior-level 4-H members.

Funding Agreement Acknowledgement

As you continue through the review process, we may ask for additional information. This may include:

- Proposed Schedule of Activities
- Evidence of Commitment for the Event
- Tax Exempt Certificate
- Previous Year's Event Budget
- 501(c) Certificate
- Proof of Insurance

I have read the HOT Tax Stimulus Application Process including the Rules Governing the Application and the Reimbursement Process.

I fully understand the HOT Stimulus Fund Application Process, Rules Governing the Application and the process established by the City of College Station. I intend to use these funds for the aforementioned event/project to forward the efforts of Brazos County and Visit College Station in directly enhancing and promoting tourism and the tourism and hotel industry by attracting visitors and hotel guests from outside Brazos County into the city or its vicinity.

I understand that if I am awarded funds through the HOT Stimulus Program, any deviation from the approved project or from the Rules Governing the Application may result in the partial or total withdrawal of the HOT Stimulus Fund or a requirement to refund any and all funds received.

Entity Name (As it appears on line 1 of W9 form)*

Texas A&M AgriLife Extension

Applicant Name*

By entering your name you are agreeing to the above statement.

Jana Barrett

Date*

03/24/2026

Funding Request Overview

Amount Requested (Total)*
$150,000.00

Amount Requested (Year 1)*
Total amount of funds requested for the event.

$50,000.00

Amount Requested (Year 2)*
$50,000.00

Amount Requested (Year 3)
(if applicable)

$50,000.00

Grant Dependent*
Is the event being held in College Station contingent on receiving HOT Stimulus Funds?

No

Fund Expenditures*
Provide a detailed description of how the HOT Stimulus Funds will be utilized for the event.

HOT Stimulus Funds will support the planning and execution of the 2026 Texas 4-H Roundup, a large-scale statewide youth event with a long-standing history of growth and impact. Based on extensive experience managing this event, approximately half of the overall budget is dedicated to facility and operational costs necessary to successfully host an event of this size and scope.

Operational expenses include venue rentals, specialized contest spaces, equipment, awards, meals, and participant experiences. With more than 50 contests, each requiring unique space and logistical coordination, significant planning is required to ensure a seamless experience. The event also features nightly assemblies that recognize youth achievements, celebrate success, and foster a strong sense of community among participants.

Texas 4-H Roundup also includes multiple scholarship banquets in partnership with the Texas 4-H Foundation. These banquets are a cornerstone of the event, where more than 200 youth are awarded over $2 million in scholarships annually. This component highlights Roundup's role in expanding educational access and preparing youth for future careers.

HOT funds will also help offset participant registration costs, keeping the event accessible to families and communities across Texas. Affordability is essential to maintaining strong attendance and ensuring participation from diverse geographic and economic backgrounds.

The event generates significant economic impact for the City of College Station. Thousands of attendees travel to the area, increasing demand for hotels, dining, retail, transportation, and local services. Multi-day programming, including contests, assemblies, and banquets, encourages extended stays and increased visitor spending.

Strategic marketing and promotion further drive attendance. Statewide outreach through digital platforms, social media, and the official event website builds awareness and participation. Collaboration with local hotels, businesses, and community partners enhances the visitor experience and supports repeat visitation, reinforcing College Station as a premier destination for large-scale events.

List other means of financial support/sponsorships/grants - including in-kind support

Include Name and Amount to Receive

Texas 4-H Roundup receives support from a variety of financial and in-kind sources that contribute to the overall success of the event:

Participant Registration Fees – Approximately 50% of total event revenue
Texas A&M University System / Office of the President / COALS / AgriLife Extension – $40,000–$50,000 (cash and in-kind support)
Texas 4-H Foundation (Scholarship Support & Event Coordination) – In-kind coordination; $2,000,000+ in scholarships awarded annually
Buckle Blitz Sponsorship Campaign (Individual Donors & Industry Partners) – ~$30,000 (209 champion buckles at $150 each)
Corporate & Industry Sponsors (via Sponsorship Packet) – Estimated $50,000–$100,000 annually (varies by year and level of support) and includes Visit College Station our signature sponsor for this event on an annual basis
Local Hospitality Partners (Hotels, CVB, Local Businesses) – In-kind support (room blocks, promotional assistance, visitor experience enhancements)
Volunteers & Judges (Statewide Network) – Significant in-kind contribution (estimated 500+ individuals supporting event operations)

Contract Signatory

Contract Signatory Name*

Please note the name of the representative that will be signing the contract on behalf of your organization, if approved.

Dr. Montza Williams

Contract Signatory Email*

Please note the email of the representative that will be signing the contract on behalf of your organization, if approved.

montza.williams@ag.tamu.edu

Referral

We hope you will consider recommending College Station as a potential host for other events. Please let us know below if there are events, conferences, meetings, seminars, tournaments, festivals, etc. you believe would be a great fit for College Station.

Additional Events with Organization

Are there other events hosted **by your organization** that you would consider College Station as a host community? If so, please list them below.

Texas 4-H State Horse Show held at Brazos County Expo
Multi-District Livestock Judging held on campus of Texas A&M University in late April/early May annually bringing in 600+ 4-H members. Many just come in for the day, but some due to travel will stay in hotels. You development know when the group is in town because restaurants close to Pearce Pavilion on campus are ful
Texas 4-H Council training - will be held July 2026 in College Station at our new Headquarters at RELLIS Campus. We will be staying 4 nights at the Drury Hotel
Ambassador Trainings (Livestock, Poultry, Water, STEM and Healthy Lifestyles
Texas 4-H Foundation Gala will be hosting it's 5th year of event as well in conjunction with Texas 4-H Roundup bringing in additional outside guest

Other Organization's Events

Are there **other organizations or events** you believe would benefit from learning more about the College Station HOT Funds Stimulus Program? If so, please list them below.

File Attachment Summary

Applicant File Uploads

- 2026 Texas 4-H Roundup - Subject to change (Updated 2_17_2026 - Google Sheets.pdf

A Live Version of this schedule may be found at https://sites.google.com/view/texas4hroundup/schedule

Monday, June 1, 2026		
TIME	**CONTEST/EVENT**	**LOCATION**
1:00 - 7:00 pm	Registration	Reed Arena Concourse
12:00 – 2:00 pm	College/Career Fair Booth Set-up	Reed Arena Floor
2:00 - 5:00 pm	College/Career Fair	Reed Arena Floor
4:00 PM	Say Yes to FCS!	Reed Arena Stage
5:30-6:00 pm	Dinner Provided to Kickoff Participants	Reed Arena Floor
6:30-7:30 pm	Agents Got Talent!!!	Reed Arena Stage
7:30 - 8:30 pm	Texas 4-H Council At-Large Delegate Candidate Presentations	Reed Arena Stage
8:30 - 10:00 pm	Mo Betta DJ - Mini Kickoff Dance	Reed Arena Floor

Tuesday, June 2, 2026		
TIME	**CONTEST/EVENT**	**LOCATION**
7:00 am – 7:00 pm	Registration	Reed Arena Concourse
7:15 AM	Livestock Skill-a-thon Check-in	Hildebrand Equine Complex
7:45 AM	Fashion Show Check-in – Dressing Rooms Open	Richard and Patsy Wallrath AgriLife Extension Bldg
7:30 AM	3D Archery Check-in	Brazos County Archery Club – Hwy 21 (1715 Louis St, Bryan, TX 77803)
8:00 am	Food Show Check-in	Brazos Expo Center
8:00 AM	Range & Pasture Grass Identification Check-In	Horticulture/Forest Science Bldg - Room 124 (Come in loading dock at back of building) 495 Horticulture Rd
8:00 AM	Leaders for Life Contest Check-in **Wave 1**	Rudder - Room 301
8:30 AM	Agricultural Products Identification Check-in	Reed Arena Practice Gym
8:00 AM	Robotics Challenge Check-in	Reed Arena - Floor
8:00 AM	Fashion Show Judges Orientation	Richard and Patsy Wallrath AgriLife Extension Bldg
8:00 am	Livestock Quiz Bowl Check-in	Grace Bible Church Creekside Campus, 4601 Williams Creek Dr, College Station, TX 77845
8:00 am	Horse Quiz Bowl Check-in	Grace Bible Church Creekside Campus, 4601 Williams Creek Dr, College Station, TX 77845
8:00 AM	Family & Community Health Quiz Bowl Check-In	Grace Bible Church Creekside Campus, 4601 Williams Creek Dr, College Station, TX 77845
8:00 am - 11:30 am	Fashion Show Dressing Rooms open	Richard and Patsy Wallrath AgriLife Extension Bldg
8:00 AM	Photography Judging Check-in	AgriLife Center
9:00 - 10:00 am	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
9:00 - 10:00 am	WORKSHOP	Reed - 2nd floor (Kyle Field Side)
10:00 - 10:30 am	WORKSHOP	
10:00 am - 12:00 pm	**Trade Show - Vendor Set-up**	**Reed Arena Concourse**
10:30 AM	Leaders for Life Contest Check-in **Wave 2**	Rudder - Room 301
10:30 - 11:30 am	WORKSHOP	Reed - 3rd Floor (Reed Arena Side)
10:30 - 11:30 am	Community Service Activity	Reed - 2nd Floor (Reed Arena Side)
11:30 - 12:30 am	LUNCH BREAK	Food Truck Options outside of Reed
9:00 am - 11:00 am	Fashion Show Judging **ASSIGNMENTS WILL BE SENT TO CONTESTANT FAMILY EMAIL**	TBD ***Categories at this location:*** *Buying Business/Interview Attire* *Buying Fantastic Fashions Under $25* *Buying Semi-Formal to Formal* *Buying Special Interest* *Construction Everyday Living* *Construction ReFashion* *Construction Semi-Formal to Formal* *Construction Theatre/Costume* *Natural Fibers* *Wool/Mohair/Alpaca* *Cotton*
11:00 am – 3:00 pm	Food Show District Interview Judging Times **ASSIGNMENTS WILL BE SENT TO CONTESTANT FAMILY EMAIL**	Brazos Expo Center
12:00 PM	Range & Pasture ID Lunch/Awards	Ecology and Natural Resources Training Area (ENRTA Range Area)
1:00 pm - 7:00 pm	**TRADE SHOW**	**Reed Arena Concourse**
1:00 - 2:00 pm	WORKSHOP	Reed - 3rd floor (Kyle Field Side)

1:00 - 2:00 pm	WORKSHOP	Reed - 2nd floor (Reed Arena Side)
1:00 - 2:00 pm	WORKSHOP	Reed - 3rd floor (Reed Arena Side)
2:30 pm - 4:00 pm	Public Fashion Show & Awards	Reed Arena - Stands
2:00 - 2:30 pm	WORKSHOP BREAK - Explore Trade Show Area	
2:30 - 3:30 pm	WORKSHOP	Reed - 3rd Floor (Reed Arena Side)
2:30 - 3:30 pm	Community Service Activity	Reed - 2nd Floor (Reed Arena Side)
6:00 PM	Winner Lineup Reception (For Top 3 Teams / Top 3 Individuals)	Reed Arena Practice Gym
7:00 PM	Awards Assembly	Reed Arena
Following Assembly	4-H Dance - Live Music by Garrett Talamentes	AgriLife Center
11:00 pm	Curfew	Reed Arena

Wednesday, June 3, 2026		
TIME	**CONTEST/EVENT**	**LOCATION**
6:30 AM	Qualifying Livestock Judging Check-in	Pearce Pavilion
7:00 am – 7:00 pm	Registration	Reed Arena Concourse
7:30 AM	Consumer Decision Making Check-in	Memorial Student Center (Bethancourt)
7:30 AM	Qualifying Meat Judging & Identification Check-in	Rosenthal Meat Center
7:30 AM	Invitational Meat Judging & Identification Check-in	Rosenthal Meat Center
7:30 AM	Soil Judging Check-in	Scott's Miracle Grow Turfgrass Center
7:30 AM	Qualifying Horse Judging Check-in	Hildebrand Equine Complex
7:30 AM	Wool Judging Check-in (Mohair only will check in at 10:00 am)	Hildebrand Equine Complex
8:00 AM	Range Evaluation Check-in	Ecology and Natural Resources Training Area (ENRTA Range Area)
8:00 AM	Food Challenge Check-in DISTRICTS in check-in waves **ASSIGNMENTS WILL BE SENT TO CONTESTANT FAMILY EMAIL**	Reed Arena – Stands
8:30 AM	Entomology ID Check-in	Heep Center Room 103
8:30 AM	4-H Talent Showcase Check-in: Musical/Instrumental	Rudder – Theater
8:30 AM	4-H Talent Showcase Check-in: Vocal	Rudder – Auditorium
8:30 AM	4-H Talent Showcase Check-in: Variety Show	Rudder -Theater
8:30 AM	4-H Talent Showcase Check-in: Choreographed Routines	Rudder – Auditorium
9:00 - 10:30 am	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
9:00 - 10:00 am	WORKSHOP	Reed - 2nd floor (Kyle Field Side)
10:00 - 10:30 am	WORKSHOP BREAK - Explore Trade Show Area	
9:10 AM	Food Challenge Check-in DISTRICTS in check-in waves **ASSIGNMENTS WILL BE SENT TO CONTESTANT FAMILY EMAIL**	Reed Arena – Stands
10:00 AM	Mohair ONLY Judging Check-In (If competing in Wool, check in at 7:30 am)	Hildebrand Equine Complex
10:30 - 11:30 am	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
10:30 - 11:30 am	WORKSHOP	Reed - 2nd floor (Reed Arena Side)
11:30 - 12:30 am	LUNCH BREAK	Food Truck Options outside of Reed
11:30 am - 1:00 pm	**Salute to Excellence Luncheon**	**AgriLife Center**
1:00 pm - 7:00 pm	**TRADE SHOW**	**Reed Arena Concourse**
1:00 pm	Food Challenge Awards	Reed Arena – Stands
1:00 - 2:30 pm	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
1:00 - 2:00 pm	WORKSHOP	Reed - 2nd floor (Kyle Field Side)
2:00 - 2:30 pm	WORKSHOP	
2:30 PM	Wool & Mohair Judging Awards (jointly)	Hildebrand
2:30 PM	Qualifying Livestock Judging Awards	Reed Arena - Stands
2:30 - 3:30 pm	WORKSHOP	Reed - 3rd floor (Reed Arena Side)
1:00- 3:30 pm	Community Service Activity & Quilts of Valor	Reed - 2nd floor (Reed Arena Side)
3:00 pm - 4:00 pm	4-H Talent Showcase Prop Unloading and Walk-thru- THURSDAY CATEGORIES ONLY	Rudder - Loading Dock
3:00 pm	Consumer Decision Making Awards	Reed Arena Practice Gym
3:30 PM	Invitational Meat Judging Awards	Reed Arena – Stands
3:30 PM	Qualifying Meat Judging Awards	Reed Arena – Stands
4:15 PM	**Texas 4-H Foundation Scholarship Banquet (by invitation only)**	**Memorial Student Center - Bethancourt**
4:30 PM	**San Antonio Livestock Exposition Scholarship Banquet (by invitation only)**	**Memorial Student Center - Bethancourt**
4:30 pm	Qualifying Horse Judging Contest Awards	Reed Arena - Stands
6:00 PM	Winner Lineup Check In	Reed Arena Practice Gym
6:00 PM	Winner Lineup Reception (For Top 3 Teams / Top 3 Individuals)	Reed Arena Practice Gym
7:00 PM	Assembly and Scholar Recognition	Reed Arena
Following Assembly	4-H Dance – Featuring MoBetta DJs	Reed Arena
10:30 PM	Curfew	Reed Arena

Thursday, June 4, 2026		
TIME	**CONTEST/EVENT**	**LOCATION**
7:00 am – 7:00 pm	Registration	Reed Arena Concourse
7:00 AM	Invitational Livestock Judging Contest Check-in	Pearce Pavilion
7:30 AM	Hippology Check-in	Hildebrand Equine Complex
7:30 AM	Agriculture & Natural Resources Education Presentation Check-in	MSC 2406A
7:30 AM	Open Education Presentation Check-in	Rudder Tower 601
7:30 AM	Health & Wellness Education Presentation Check-in	MSC 1400
7:30 AM	Animal Science- Small Animal Educational Presentation Check-in	Rudder Tower 707
7:30 am	Open - Family Community Health Check-in	Rudder Tower
7:30 AM	Beef Education Presentation Check-in:	MSC 2405
7:30 am	Swine Educational Presentation Check-in:	MSC 2401
7:30 AM	Sheep and Goat Educational Presentation Check-in:	MSC 2406B
8:00 AM	4-H Science Fair Poster Check-in	Rudder Exhibit Hall
8:00 AM	Horse Education Presentation Check-in	Rudder Tower 410
8:00 AM	STEM Educational Presentation Check-in	Rudder 404
8:00 AM	Safety & Injury Prevention Education Presentation Check-in	Rudder Tower 401
8:30 AM	Promote 4-H Education Presentation Check-in	Rudder Tower 302
8:00 AM	Duds to Dazzle Check-in - All contestants	Reed Arena - Stands
8:00 AM	Healthy Lifestyles Invitational Check-in	Reed Arena Practice Gym
8:00 AM	Poultry Judging Check-in	TAMU Poultry Science Center
8:00 AM	Public Speaking Check-in **ALL CONTESTANTS**	Rudder Tower 501
8:00 AM	Wildlife Challenge Check-in	Ecosystems Management Field Lab
8:30 AM	4-H Talent Showcase Check-in: Solo/Band Performance	Rudder – Theater
8:30 AM	4-H Talent Showcase Check-in: Poetry Prose	Rudder – Theater
8:30 AM	4-H Talent Showcase Check-in: Celebrate 4-H	Rudder – Auditorium
9:00 - 10:00 am	WORKSHOP	
9:00 - 10:00 am	WORKSHOP	
10:00 - 10:30 am	BREAK - Explore Trade Show	Reed
9:00 AM	Vet Science Skill-a-thon Check-in	TAMU Vet School
10:30 - 11:30 am	WORKSHOP	
10:30 - 11:30 am	Community Service Activity	Reed - 2nd Floor (Reed Arena Side)
11:30 - 12:30 am	LUNCH BREAK	Food Truck Options outside of Reed
1:00 pm - 7:00 pm	**TRADE SHOW** *(some vendors may close at 4:00 pm)*	**Reed Arena Concourse**
1:00 - 2:00 pm	WORKSHOP	
1:00 - 2:00 pm	WORKSHOP	
2:00-2:30 pm	BREAK - Explore Trade Show	Reed
1:30 - 2:30 pm	Healthy Lifestyles Awards	AgriLife Center
1:30 PM	Duds to Dazzle Awards	Reed Floor
2:30 - 3:30 pm	WORKSHOP	
2:30 - 3:30 pm	Community Service Activity	Reed - 2nd Floor (Reed Arena Side)
2:00 PM	Final Duds to Dazzle Check-in	Reed Floor
2:00 pm	Hippology Contest Awards	Reed Arena Stands
3:00 PM	Invitational Livestock Judging Contest Awards	Reed Arena Stands
4:00 PM	Wildlife Challenge Awards	Reed Arena Stands or 2nd Floor
4:30 PM	**Houston Livestock Show and Rodeo Scholarship Banquet (by invitation only)**	**Memorial Student Center - Bethancourt**
6:00 PM	PROFESSIONAL HEADSHOT PHOTOS by Roundup Photography team	Reed Arena
6:00 PM	4-H Tailgate	North Lawn under the big tent
6:00 PM	Winner Lineup Reception (For Top 3 Teams / Top 3 Individuals)	Reed Arena Practice Gym
6:00 pm – 10:30 pm	**Texas 4-H Foundation Gala (pre purchase ticket holder only)**	**Hilton Hotel & Conference Center**
7:00 PM	Awards Assembly	Reed Arena Floor
Following Assembly	Closing Concert - Aaron Watson	Reed Arena Floor
11:00 PM	Curfew	

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300568 PROJECT #: TR0006 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Texas 4-H Roundup

First Year - 06.01.26 Second Year - 06.7.27 Third Year - 06.05.28

Name of Contractor: Texas A&M AgriLife Extension Service

CONTRACT TOTAL VALUE: $ 150,000(not exceed) **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)

TR0006 - 31210172 - 5325

2026 - First Year - $50,000

2027 - Second Year - $50,000

2028 - Third Year - $50,000

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 05/18/2026 **Agenda Item No*:** N/A

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

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

SIGNATURES RECOMMENDING APPROVAL

Michael Ostrowski — 5/12/2026

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A — DATE

MAYOR (if applicable)

N/A — DATE

CITY SECRETARY (if applicable)

9.12.23 UPDATED

HOT STIMULUS PROGRAM
AGREEMENT
By and between the
The City of College Station
and
Texas A&M AgriLife Extension Service
2147 TAMU Kleberg Center
College Station, TX 77843

State of Texas
County of Brazos
Amount Awarded $ 150,000 not to exceed

This Agreement is entered into between The City of College Station ("City") and Texas A&M AgriLife Extension Service ("Organization") to authorize and govern the disbursement, use and reporting of funds from the City of College Station Hotel Occupancy Tax Revenue ("HOT Revenue") provided to Organization by City through the HOT Stimulus Program ("Program"). The following event(s) associated with this agreement are as follows:

Texas 4-H Roundup - $50,000 each year for the next three years for a total $150,000.
1st Year - June 1-4, 2026
2nd Year - June 7-10, 2027
3rd Year - June 5-8, 2028

WHEREAS, the City Council of the City of College Station, through its Program, is committed to providing HOT funds for programs, activities, and projects that provide for the direct promotion of tourism, and the convention and hotel industry in the City of College Station; and

WHEREAS, the City has established a HOT Stimulus Program providing for a grant amount not to exceed One Hundred Fifty Thousand Dollars ($ 150,000.00) ("Grant") and for use by the awarded Organization in the funding of a program that directly promotes tourism and the convention and hotel industry in the City of College Station; and

WHEREAS, the Organization's expenditure of awarded monies shall fall into one of the categories listed in the Texas Tax Code Section 351.101(a); shall directly promote tourism, and the convention and hotel industry in the City of College Station; and shall meet additional criteria as set out in this Agreement; and

WHEREAS, Organization has applied for grant funding under this Program and has qualified for grant funding; and

WHEREAS, the City has authorized payment of grant funds subject to the Organization complying with the terms and conditions of this Agreement, the HOT Stimulus Program and all applicable statutes, ordinances, regulations, and other law;

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Organization agree, and contract as follows:

I. EFFECTIVE DATE, TERM AND EVENTS

Unless terminated earlier as set forth elsewhere in this Agreement, the duration of this Agreement shall be from its Effective Date which is the date it is approved by both parties through the completion of all HOT Stimulus Program requirements for the event contemplated hereunder per Exhibit "A" provided that the parties understand and agree the term of the Agreement shall not exceed five (5) years.

II. ADDITIONAL TERMS AND INTERPRETATION

Organization has submitted its HOT Stimulus Program Application which is attached hereto and made a part hereof as Exhibit "A." Organization agrees to adhere to said Application except in the event of a direct conflict with the terms hereof in which case the terms of this Agreement prevail. Further, in the event of a conflict between the terms of this Agreement as prepared by the City and the terms set forth in one or more documents submitted by Organization comprising a part of this Agreement the terms prepared by City prevail.

The tentative Schedule of Events is attached hereto as Exhibit "B" and made a part hereof. Organization represents that the Schedule of Events accurately reflects the intention of the type, size, and other aspects of the event(s) to which this Grant relates. If the Schedule of Events substantially changes, Organization must advise City and obtain City's approval of such change in order to maintain eligibility for some or all of the Grant as determined by City.

Exhibit "C-1" sets forth the specific criteria that must be met by Organization to be eligible for certain Grant amounts as set forth therein. Exhibit "C-1" is attached hereto and incorporated by reference herein.

III. GENERAL OBLIGATIONS AND CONDITIONS

A. ORGANIZATION. In order to receive and keep HOT stimulus money under the Program and as set out in this Agreement the Organization agrees to adhere to the following:

1. Good Standing. Currently be and maintain itself as an Organization in legal and financial good standing for the duration of this Agreement. For the purposes of this Agreement, Organization is in good standing unless the Organization fails or failed to meet any obligation under any prior or

existing agreement including this Agreement with the City and has not been recognized subsequently by the City as an Organization in good standing.

.

2. Maintain Records. Maintain financial records related to the expenditure of HOT Revenue provided to Organization by the City under this Agreement at all times in accordance with Generally Accepted Accounting Principles and follow the rules and regulations for entities organized under Section 501 of the Internal Revenue Service (IRS) Tax Codes as applicable. Organization shall make these financial records available to City upon request.

   At a minimum, Organization shall maintain and make available to City upon reasonable notice and during regular business hours the following records:

   (a) Type, general. Maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of the Grant under the terms of this Agreement.

   (b) Post event reports. Provide post event reports in accordance with the provisions as set forth elsewhere in this Agreement.

   (c) Audit. Upon request by City, a copy of the Organization's annual financial audit of hotel occupancy tax funds received from City under this Agreement shall be made available to City no later than sixty (60) days following Organization's receipt of the request. In the event there is no annual financial audit conducted then an annual compilation report prepared by a reputable third party Certified Public Accountant shall be acceptable.

   (d) Conform. Ensure that the documentation conforms to the City's accounting practices.

   This subsection shall survive termination of this Agreement for five years.

3. Provide Information. Upon request from the City, complete and provide City with standard budgetary and Program information, as well as any other information City in its judgment and determination reasonably request that relates to this Agreement and City's obligation to ensure compliance with section III.A.2. above.

4. Representative. Submit the names, addresses, contact phone numbers, and email addresses of two (2) designated representatives to City within ten (10) business days of the effective date of this Agreement. Organization representative(s) are responsible for all communication between City and

the Organization, and are responsible for dispersing pertinent information to the Organization's Board, administration, and membership.

5. Allowed Use of Funds. Use of the Grant is limited by law. Funds from the Grant may only be used exclusively and directly for enhancing and promoting tourism, and the convention and hotel industry, and only in the ways as set forth herein. In addition to meeting all the terms of this Agreement, Organization understands and agrees to adhere to the Texas Tax Code allowed uses of HOT Revenue for use of its Grant funds. Particularly, Organization must adhere to the requirements set out in Sections 351.101/Use of Tax Revenue and 351.108/Records of the Texas Tax Code. Specific performance requirements for Organization as well as a summary of the proper uses of HOT Revenue in meeting such requirements are attached as Exhibits "C-1" and "C-2" respectively, and are incorporated herein and made a part hereof by reference. Further details regarding the proper expenditure of HOT Revenue may be found at the following website: https://statutes.capitol.texas.gov/.

6. Post-event Reporting. Provide City with all post-event reports within sixty (60) days of the end of each event as further detailed elsewhere in this Agreement. Failure to do so may result in Organization forfeiting the receipt of additional Grant funds and/or may require reimbursement of some or all of Grant funds actually received upon written request from the City.

7. No Solicitation. The Organization shall not solicit additional funds from the City or any other HOT funding entity for the event identified on Exhibit "A" for the duration of this Agreement.

8. Separate account. Unless expressly agreed otherwise by City in writing, maintain a separate account specifically and exclusively for the use of City HOT funds granted to the Organization. HOT Revenue funds shall be classified as restricted funds for accounting or auditing purposes.

9. Property Damage. Organization agrees to assume all responsibility for any damages to City property and facilities resulting from Organization's use. Should the Organization not comply, Organization will (a) forfeit the receipt of Grant funds for any property damage, replacement, and repairs, in the amount determined by City in its sole discretion, or (b) if Organization has already received Grant funds from the City, Organization may be invoiced by the City for any property damage, replacement, and repairs, in the amount determined by the City in its sole discretion.

B. CITY. In exchange for performance by Organization as set forth in this Agreement, City agrees to do the following:

1. Presentation. Present the Organization to local/regional government entities at budget meetings or discussions of disbursement of HOT Revenue or other municipal funds used promote tourism activities. Matters which the Organization wishes City to bring before governmental entities must be presented to City in sufficient time for appropriate action. Such request by the City shall be made within the term of this Agreement.

2. Grant funds. Provide the Organization with Grant funds in the amounts and for the events detailed on Exhibit "B" to this Agreement, attached hereto and incorporated herein for all purposes, at the times and in the manner provided under this Agreement.

IV. ADVERTISING AND PROMOTION

A. Organization shall:

a. Use the officially approved and sanctioned current Visit/Compete College Station logo(s) to be provided electronically by the City; and

(b) Include Visit/Compete College Station logo(s) on all event sponsor lists.

V. POST-EVENT REPORTS

A. Content. Unless mutually agreed upon otherwise, required post-event reports must consist of the following and must be submitted electronically through the online grant website https://www.grantinterface.com/Home/Logon?urlkey=collegestation :

1. Hotel Room Night Information (if applicable)
2. Event Expense Report detailing proper use of HOT Funding
3. Registration of Attendees
4. Proof(s) of Advertisement(s)

B. Out-of-town guests. Organization shall monitor the number of out-of-town guests who stay in College Station lodging properties that pay the local Hotel Occupancy Tax in relation to each event.

C. Audit. Reported room nights will be subject to an audit by City through the City Manager's Office or the City Manager's designee.

City may, for the purpose of auditing reported room nights generated, disregard any survey of attendees with lower than a 75 percent response rate. Only room nights

subject to the local Hotel Occupancy Tax will count toward the minimum room night requirement for the event.

D. Presentation to City council. If requested, the Organization shall make an annual report and presentation to the College Station City Council, which shall conduct a monitoring review of the Organization as deemed necessary by the City to evaluate compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring and reviews.

E. Disbursement of Grant funds. Funds will be disbursed for each event once all post-event reports and accounts are provided pursuant to this Agreement, or on the date specified by the City. The City may alter the payment schedule without notice.

VI. LIABILITY AND INDEMNIFICATION

A. **Indemnification. To the extent authorized by the Constitution and Laws of the State of Texas, the Organization shall indemnify, hold harmless, and defend City, its elected 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 Program. 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 Organization, 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.**

B. **Release. The Organization assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges City, its officers, elected officials, 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 Organization'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 City, any other party released hereunder, the Organization, 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.**

VII. INSURANCE

The Organization is an agency of the State of Texas. As such, the Organization is self-insured against the liabilities and other risks associated with its activities and obligations under this Agreement and for any which it is liable under the *Texas Tort Claims Act*. Following this limited exposure, the Organization is protected by the doctrine of sovereign immunity. See Exhibit D hereto.

VIII. CHANGES AND DEFAULT

A. Change of scope. Any changes to the scope, objective or content of the event for which the Grant is to be used or which will affect the budget provided with the Organization grant application must be submitted to City through the grant website as soon as reasonably possible.

B. Changes to be compliant. Changes to the scope, objective or content of the event and changes in the budget must remain within the guidelines of the use of Grant funds as set forth in this Agreement.

C. Default.

(1) Grant funds when in default. If Organization fails to comply with one or more tenets of this Agreement it may be declared to be in default by City, and may result in the loss, forfeiture or refund of some or all of the Grant funds.

(2) Early Termination upon default. Organization agrees to comply with all the rules, regulations, responsibilities, and stipulations of this Agreement as well as all regulations reasonably adopted by the City in regard to the use and allocation of Grant funds as provided herein. Any violation of such rules by Organization, if not cured within fifteen (15) days after written notice from City may result in the termination of this Agreement.

IX. MISCELLANEOUS PROVISIONS

A. Time. Time is of the essence in the performance of this Agreement.

B. Law and venue. This Agreement shall be governed by and interpreted under the laws of the State of Texas applicable to contracts made and to be performed therein without giving effect to the principles of conflict of laws thereof. The parties hereto agree that any legal suit, action, or proceeding among them arising out of or relating to this Agreement shall be brought exclusively in the courts of Brazos County, Texas.

C. Headings and captions. The headings and captions contained in this Agreement are for convenience of reference only and shall have no bearing on the interpretation or enforcement of this Agreement.

D. Severability. If any term, condition, or provision of this Agreement or the application thereof to any circumstance shall be invalid, unenforceable, or illegal to any extent, the remaining terms, covenants, conditions, and provisions of this Agreement shall not be affected and each remaining term, covenant, condition, and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law. 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

E. Multiple originals. This Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same agreement.

F. No agency. Organization agrees Organization is not an agent or representative of the City and the obligation to compensate Organization, its employees, personnel, contractors, and subcontractors shall be the responsibility of Organization. Organization, its employees, personnel, contractors, and subcontractors shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

G. Notice. Any official notice under this Agreement shall be sent to the following addresses

City of College Station:
Attn: Jeremiah Cook
1207 Texas Ave.

College Station, TX 77842
jcook@cstx.gov

Organization:
Texas A&M Agrilife Extension
Attn: AgriLife Contract Office
578 John Kimbrough Blvd., 4th Floor
2147 TAMU
College Station, TX 77843-2147
Email: contracts@ag.tamu.edu
Phone: 979-845-7879

H. Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

1. Boycott Israel. If this Agreement is for goods and services subject to § 2271.002 Texas Government Code, Organization verifies that it i) does not

boycott Israel; and ii) will not boycott Israel during the term of this Agreement;

2. Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Organization 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

3. Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Organization herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

I. Exhibits**.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes, as shown below:

A. Organization's HOT Stimulus Program Application
B. Tentative Schedule of Events/Agenda
C. Performance Requirements and Allowed Uses of Grant
D. Insurance Letter

[Signature Page Follows]

City of College Station
Acting by and through:

_____
City Manager or Designee's Signature

_____
Printed Name

_____
Title

_____
Date

_____
Assistant City Manager/CFO
Date: _____

Organization
Acting by and through:

Montza Williams
Printed Name

Texas A&M AgriLife Extension Service
Organization

Program Director
Title

5/5/2026
Date

Montza Williams Digitally signed by Montza Williams
Date: 2026.05.05 10:29:57 -05'00'
Signature

Exhibit A
Organization's HOT Stimulus Program Application

Texas 4-H Roundup

College Station Event Funding- Tourism Committee Approval (Multi-Year Application)

Texas A&M AgriLife Extension Service

Ms. Natalie Hejl
600 John Kimbrough Boulevard
Suite 509
College Station, TX 77845

dayla.hall@ag.tamu.edu
O: 979-314-8202
M: 713-409-4719
F: Texas A&M AgriLife Exten

Jana Barrett

1470 William D Fitch Parkway
College Station, TX 77845

jcbarrett@ag.tamu.edu
O: 979-458-0910
M: 979-220-6043
F: 979-845-6495

Application Form

Event or Expenditure Description

Event Name*
Texas 4-H Roundup

Event Website
Website where event information (details, registration, etc.) may be found.

https://texas4-h.tamu.edu/events/roundup/

Event Type*
Select the type that best fits your event.

Convention

Years Applying for*
3 Year

(Year 1) Event Start Date*
The date the event is scheduled to begin.

06/01/2026

(Year 1) Event End Date*
The date the event is scheduled to end.

06/04/2026

Event Description*
Detailed description of the event.

Since 1946, Texas 4-H Roundup has been hosted in College Station, with the exception of 2012 (Lubbock) and 2020 (canceled), serving as the premier statewide event for senior 4-H members and reflecting nearly eight decades of sustained impact. The event features approximately 50 competitive contests, many requiring qualification at the county and district levels, alongside invitational opportunities that expand access. In addition to contests, Roundup offers a College and Career Fair and educational workshops, enhancing the overall learning experience. This structure promotes both excellence and inclusivity, engaging youth from across Texas at varying experience levels. Roundup complements county 4-H programs by delivering high-

quality educational experiences across Agriculture and Livestock, Family and Community Health, Leadership and Citizenship, Natural Resources, and STEM, while building leadership, confidence, and career readiness.

Schedule of Events

Please upload the event schedule. If not available, please upload the most recent event's schedule for reference.

2026 Texas 4-H Roundup - Subject to change (Updated 2_17_2026 - Google Sheets.pdf

Host Venue/Facility*

Primary location where event will be held in College Station.

Texas A&M University Campus facilities (Reed Arena, Rudder, MSC, Rosenthal, Pearce Pavilion, Hildebrand Equine Complex) City venues : Brazos County Expo, Anderson Bible Church

Total number of hotel room nights expected? (Year 1)*

Sum of all hotel rooms over the course of the event.

1250

Nights Hotel Rooms are Needed*

Select the days of the week hotel rooms will be needed for attendees.

Sunday
Monday
Tuesday
Wednesday
Thursday

List host hotel or hotels that currently have a block of rooms for this event:*

List the ***College Station*** hotels currently holding a contracted room block for the event.

Best Western Plus, Comfort Suites, Courtyard, Drury, Embassy Suites, Hampton Inn & Suites, Hawthorn Extended Stay, Hilton Conference Center, Holiday Inn & Suites, Holiday Inn Express, Home2 Suites, Hyatt Place, La Quinta North, La Quinta South, The George, Towneplace Suites, VOCO College Station Aggieland, Wingate by Wyndham, Wyndham Garden Inn

Tracking Out-of-town guests*

It is ***required*** that you determine how the event will track out-of-town guests, demonstrating that the event will attract tourists who will support the tourism and hotel industry in College Station. This could include hotel pickup reports, surveys, etc...

Describe the tracking method here:

Through room blocks as well as survey to gather hotel occupancy onsite at registration pickup as well as we will ask at registration where they "plan" to stay. For 2026 we are offering an incentive counties to stay at hotels, versus AirBnb or other locations through a chance to earn a $500 travel stipend if they book the most hotel nights. We are hopeful that might encourage those "saving" on staying not in hotels to see a benefit to say in hotels for a chance at the travel grant. for 2026 we are planning to conduct an "on-site" survey to capture hotel night information. We typically include this in the registration system, but those who register onsite would miss out on this step.

Events without Spectators

Number of expected attendees/participants per year:*

3000

Out-of-Town Percentage

Estimated percentage of attendees from outside a 50 mile radius of College Station.

85

Year 2 Event Information

(Year 2) Event Start Date

The date the event is scheduled to begin.

06/07/2027

(Year 2) Event End Date

The date the event is scheduled to end.

06/10/2027

(Year 2) Total number of hotel room nights expected?

Sum of all hotel rooms over the course of the event.

1250

Event History/ Forecast

Any other information (such as a change in size or stay pattern from the previous year or in the future) that would be helpful in the evaluation of the application.

Texas 4-H Roundup consistently brings approximately 1,600 senior-level youth post-COVID, with pre-COVID attendance near 1,800. Participation patterns have shifted, with more short-term attendance, so efforts are focused on encouraging full-week stays to increase both educational value and economic impact. Since 2023, the Healthy Texas Youth Summit, held the Sunday prior to Roundup, has added bringing in approximately 400 high school-aged participants to College Station. Many remain through Thursday for Roundup, increasing multi-night stays, while others attend only the Summit, still contributing at least one overnight stay. This addition has strengthened early-week hotel occupancy and provides continued opportunity to grow extended stay patterns and overall tourism impact. As we continue to "reimage Roundup" we are working with focus groups to develop an event that fits today's youth and families.

Year 3 Event Information

(Year 3) Event Start Date

The date the event is scheduled to begin.

06/05/2028

(Year 3) Event End Date

The date the event is scheduled to end.

06/08/2028

(Year 3) Total number of hotel room nights expected?

Sum of all hotel room nights over the course of the event.

1250

Event History/ Forecast

Any other information (such as a change in size or stay pattern from the previous year or in the future) that would be helpful in the evaluation of the application.

Looking toward 2028, projections include a return to and growth beyond pre-COVID attendance, along with expanded workshops and enhanced career exploration opportunities. The College and Career Fair will continue to grow as a centralized experience, connecting 4-H members with universities, trade schools, and industry partners from across the country. While Texas 4-H is part of Texas A&M AgriLife Extension, the program supports diverse post-secondary pathways, and Roundup provides a key space for that exploration. Additional efforts include targeted marketing to increase full-week participation over day passes, expanded evening programming to encourage longer stays, and stronger integration between the Healthy Texas Youth Summit and Roundup. These strategies are designed to increase attendance, extend length of stay, and strengthen both youth outcomes and local economic impact, while continuing to offer a unique, high-quality experience for senior-level 4-H members.

Funding Agreement Acknowledgement

As you continue through the review process, we may ask for additional information. This may include:

- Proposed Schedule of Activities
- Evidence of Commitment for the Event
- Tax Exempt Certificate
- Previous Year's Event Budget
- 501(c) Certificate
- Proof of Insurance

I have read the HOT Tax Stimulus Application Process including the Rules Governing the Application and the Reimbursement Process.

I fully understand the HOT Stimulus Fund Application Process, Rules Governing the Application and the process established by the City of College Station. I intend to use these funds for the aforementioned event/project to forward the efforts of Brazos County and Visit College Station in directly enhancing and promoting tourism and the tourism and hotel industry by attracting visitors and hotel guests from outside Brazos County into the city or its vicinity.

I understand that if I am awarded funds through the HOT Stimulus Program, any deviation from the approved project or from the Rules Governing the Application may result in the partial or total withdrawal of the HOT Stimulus Fund or a requirement to refund any and all funds received.

Entity Name (As it appears on line 1 of W9 form)*

Texas A&M AgriLife Extension

Applicant Name*

By entering your name you are agreeing to the above statement.

Jana Barrett

Date*

03/24/2026

Funding Request Overview

Amount Requested (Total)*
$150,000.00

Amount Requested (Year 1)*
Total amount of funds requested for the event.

$50,000.00

Amount Requested (Year 2)*
$50,000.00

Amount Requested (Year 3)
(if applicable)

$50,000.00

Grant Dependent*
Is the event being held in College Station contingent on receiving HOT Stimulus Funds?

No

Fund Expenditures*
Provide a detailed description of how the HOT Stimulus Funds will be utilized for the event.

HOT Stimulus Funds will support the planning and execution of the 2026 Texas 4-H Roundup, a large-scale statewide youth event with a long-standing history of growth and impact. Based on extensive experience managing this event, approximately half of the overall budget is dedicated to facility and operational costs necessary to successfully host an event of this size and scope.

Operational expenses include venue rentals, specialized contest spaces, equipment, awards, meals, and participant experiences. With more than 50 contests, each requiring unique space and logistical coordination, significant planning is required to ensure a seamless experience. The event also features nightly assemblies that recognize youth achievements, celebrate success, and foster a strong sense of community among participants.

Texas 4-H Roundup also includes multiple scholarship banquets in partnership with the Texas 4-H Foundation. These banquets are a cornerstone of the event, where more than 200 youth are awarded over $2 million in scholarships annually. This component highlights Roundup's role in expanding educational access and preparing youth for future careers.

HOT funds will also help offset participant registration costs, keeping the event accessible to families and communities across Texas. Affordability is essential to maintaining strong attendance and ensuring participation from diverse geographic and economic backgrounds.

The event generates significant economic impact for the City of College Station. Thousands of attendees travel to the area, increasing demand for hotels, dining, retail, transportation, and local services. Multi-day programming, including contests, assemblies, and banquets, encourages extended stays and increased visitor spending.

Strategic marketing and promotion further drive attendance. Statewide outreach through digital platforms, social media, and the official event website builds awareness and participation. Collaboration with local hotels, businesses, and community partners enhances the visitor experience and supports repeat visitation, reinforcing College Station as a premier destination for large-scale events.

List other means of financial support/sponsorships/grants - including in-kind support

Include Name and Amount to Receive

Texas 4-H Roundup receives support from a variety of financial and in-kind sources that contribute to the overall success of the event:

Participant Registration Fees – Approximately 50% of total event revenue
Texas A&M University System / Office of the President / COALS / AgriLife Extension – $40,000–$50,000 (cash and in-kind support)
Texas 4-H Foundation (Scholarship Support & Event Coordination) – In-kind coordination; $2,000,000+ in scholarships awarded annually
Buckle Blitz Sponsorship Campaign (Individual Donors & Industry Partners) – ~$30,000 (209 champion buckles at $150 each)
Corporate & Industry Sponsors (via Sponsorship Packet) – Estimated $50,000–$100,000 annually (varies by year and level of support) and includes Visit College Station our signature sponsor for this event on an annual basis
Local Hospitality Partners (Hotels, CVB, Local Businesses) – In-kind support (room blocks, promotional assistance, visitor experience enhancements)
Volunteers & Judges (Statewide Network) – Significant in-kind contribution (estimated 500+ individuals supporting event operations)

Contract Signatory

Contract Signatory Name*

Please note the name of the representative that will be signing the contract on behalf of your organization, if approved.

Dr. Montza Williams

Contract Signatory Email*

Please note the email of the representative that will be signing the contract on behalf of your organization, if approved.

montza.williams@ag.tamu.edu

Referral

We hope you will consider recommending College Station as a potential host for other events. Please let us know below if there are events, conferences, meetings, seminars, tournaments, festivals, etc. you believe would be a great fit for College Station.

Additional Events with Organization

Are there other events hosted **by your organization** that you would consider College Station as a host community? If so, please list them below.

Texas 4-H State Horse Show held at Brazos County Expo
Multi-District Livestock Judging held on campus of Texas A&M University in late April/early May annually bringing in 600+ 4-H members. Many just come in for the day, but some due to travel will stay in hotels. You development know when the group is in town because restaurants close to Pearce Pavilion on campus are ful
Texas 4-H Council training - will be held July 2026 in College Station at our new Headquarters at RELLIS Campus. We will be staying 4 nights at the Drury Hotel
Ambassador Trainings (Livestock, Poultry, Water, STEM and Healthy Lifestyles
Texas 4-H Foundation Gala will be hosting it's 5th year of event as well in conjunction with Texas 4-H Roundup bringing in additional outside guest

Other Organization's Events

Are there **other organizations or events** you believe would benefit from learning more about the College Station HOT Funds Stimulus Program? If so, please list them below.

File Attachment Summary

Applicant File Uploads

- 2026 Texas 4-H Roundup - Subject to change (Updated 2_17_2026 - Google Sheets.pdf

Exhibit B
Tentative Schedule of Events

Event Date	Event Title	Allocated Funds
1.		
2.		
3.		
4.		
5.		
6.		

A Live Version of this schedule may be found at https://sites.google.com/view/texas4hroundup/schedule

Monday, June 1, 2026		
TIME	**CONTEST/EVENT**	**LOCATION**
1:00 - 7:00 pm	Registration	Reed Arena Concourse
12:00 – 2:00 pm	College/Career Fair Booth Set-up	Reed Arena Floor
2:00 - 5:00 pm	College/Career Fair	Reed Arena Floor
4:00 PM	Say Yes to FCS!	Reed Arena Stage
5:30-6:00 pm	Dinner Provided to Kickoff Participants	Reed Arena Floor
6:30-7:30 pm	Agents Got Talent!!!	Reed Arena Stage
7:30 - 8:30 pm	Texas 4-H Council At-Large Delegate Candidate Presentations	Reed Arena Stage
8:30 - 10:00 pm	Mo Betta DJ - Mini Kickoff Dance	Reed Arena Floor

Tuesday, June 2, 2026		
TIME	**CONTEST/EVENT**	**LOCATION**
7:00 am – 7:00 pm	Registration	Reed Arena Concourse
7:15 AM	Livestock Skill-a-thon Check-in	Hildebrand Equine Complex
7:45 AM	Fashion Show Check-in – Dressing Rooms Open	Richard and Patsy Wallrath AgriLife Extension Bldg
7:30 AM	3D Archery Check-in	Brazos County Archery Club – Hwy 21 (1715 Louis St, Bryan, TX 77803)
8:00 am	Food Show Check-in	Brazos Expo Center
8:00 AM	Range & Pasture Grass Identification Check-In	Horticulture/Forest Science Bldg - Room 124 (Come in loading dock at back of building) 495 Horticulture Rd
8:00 AM	Leaders for Life Contest Check-in **Wave 1**	Rudder - Room 301
8:30 AM	Agricultural Products Identification Check-in	Reed Arena Practice Gym
8:00 AM	Robotics Challenge Check-in	Reed Arena - Floor
8:00 AM	Fashion Show Judges Orientation	Richard and Patsy Wallrath AgriLife Extension Bldg
8:00 am	Livestock Quiz Bowl Check-in	Grace Bible Church Creekside Campus, 4601 Williams Creek Dr, College Station, TX 77845
8:00 am	Horse Quiz Bowl Check-in	Grace Bible Church Creekside Campus, 4601 Williams Creek Dr, College Station, TX 77845
8:00 AM	Family & Community Health Quiz Bowl Check-In	Grace Bible Church Creekside Campus, 4601 Williams Creek Dr, College Station, TX 77845
8:00 am - 11:30 am	Fashion Show Dressing Rooms open	Richard and Patsy Wallrath AgriLife Extension Bldg
8:00 AM	Photography Judging Check-in	AgriLife Center
9:00 - 10:00 am	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
9:00 - 10:00 am	WORKSHOP	Reed - 2nd floor (Kyle Field Side)
10:00 - 10:30 am	WORKSHOP	
10:00 am - 12:00 pm	**Trade Show - Vendor Set-up**	**Reed Arena Concourse**
10:30 AM	Leaders for Life Contest Check-in **Wave 2**	Rudder - Room 301
10:30 - 11:30 am	WORKSHOP	Reed - 3rd Floor (Reed Arena Side)
10:30 - 11:30 am	Community Service Activity	Reed - 2nd Floor (Reed Arena Side)
11:30 - 12:30 am	LUNCH BREAK	Food Truck Options outside of Reed
9:00 am - 11:00 am	Fashion Show Judging **ASSIGNMENTS WILL BE SENT TO CONTESTANT FAMILY EMAIL**	TBD ***Categories at this location:*** *Buying Business/Interview Attire* *Buying Fantastic Fashions Under $25* *Buying Semi-Formal to Formal* *Buying Special Interest* *Construction Everyday Living* *Construction ReFashion* *Construction Semi-Formal to Formal* *Construction Theatre/Costume* *Natural Fibers* *Wool/Mohair/Alpaca* *Cotton*
11:00 am – 3:00 pm	Food Show District Interview Judging Times **ASSIGNMENTS WILL BE SENT TO CONTESTANT FAMILY EMAIL**	Brazos Expo Center
12:00 PM	Range & Pasture ID Lunch/Awards	Ecology and Natural Resources Training Area (ENRTA Range Area)
1:00 pm - 7:00 pm	**TRADE SHOW**	**Reed Arena Concourse**
1:00 - 2:00 pm	WORKSHOP	Reed - 3rd floor (Kyle Field Side)

1:00 - 2:00 pm	WORKSHOP	Reed - 2nd floor (Reed Arena Side)
1:00 - 2:00 pm	WORKSHOP	Reed - 3rd floor (Reed Arena Side)
2:30 pm - 4:00 pm	Public Fashion Show & Awards	Reed Arena - Stands
2:00 - 2:30 pm	WORKSHOP BREAK - Explore Trade Show Area	
2:30 - 3:30 pm	WORKSHOP	Reed - 3rd Floor (Reed Arena Side)
2:30 - 3:30 pm	Community Service Activity	Reed - 2nd Floor (Reed Arena Side)
6:00 PM	Winner Lineup Reception (For Top 3 Teams / Top 3 Individuals)	Reed Arena Practice Gym
7:00 PM	Awards Assembly	Reed Arena
Following Assembly	4-H Dance - Live Music by Garrett Talamentes	AgriLife Center
11:00 pm	Curfew	Reed Arena

Wednesday, June 3, 2026		
TIME	**CONTEST/EVENT**	**LOCATION**
6:30 AM	Qualifying Livestock Judging Check-in	Pearce Pavilion
7:00 am – 7:00 pm	Registration	Reed Arena Concourse
7:30 AM	Consumer Decision Making Check-in	Memorial Student Center (Bethancourt)
7:30 AM	Qualifying Meat Judging & Identification Check-in	Rosenthal Meat Center
7:30 AM	Invitational Meat Judging & Identification Check-in	Rosenthal Meat Center
7:30 AM	Soil Judging Check-in	Scott's Miracle Grow Turfgrass Center
7:30 AM	Qualifying Horse Judging Check-in	Hildebrand Equine Complex
7:30 AM	Wool Judging Check-in (Mohair only will check in at 10:00 am)	Hildebrand Equine Complex
8:00 AM	Range Evaluation Check-in	Ecology and Natural Resources Training Area (ENRTA Range Area)
8:00 AM	Food Challenge Check-in DISTRICTS in check-in waves **ASSIGNMENTS WILL BE SENT TO CONTESTANT FAMILY EMAIL**	Reed Arena – Stands
8:30 AM	Entomology ID Check-in	Heep Center Room 103
8:30 AM	4-H Talent Showcase Check-in: Musical/Instrumental	Rudder – Theater
8:30 AM	4-H Talent Showcase Check-in: Vocal	Rudder – Auditorium
8:30 AM	4-H Talent Showcase Check-in: Variety Show	Rudder -Theater
8:30 AM	4-H Talent Showcase Check-in: Choreographed Routines	Rudder – Auditorium
9:00 - 10:30 am	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
9:00 - 10:00 am	WORKSHOP	Reed - 2nd floor (Kyle Field Side)
10:00 - 10:30 am	WORKSHOP BREAK - Explore Trade Show Area	
9:10 AM	Food Challenge Check-in DISTRICTS in check-in waves **ASSIGNMENTS WILL BE SENT TO CONTESTANT FAMILY EMAIL**	Reed Arena – Stands
10:00 AM	Mohair ONLY Judging Check-In (If competing in Wool, check in at 7:30 am)	Hildebrand Equine Complex
10:30 - 11:30 am	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
10:30 - 11:30 am	WORKSHOP	Reed - 2nd floor (Reed Arena Side)
11:30 - 12:30 am	LUNCH BREAK	Food Truck Options outside of Reed
11:30 am - 1:00 pm	**Salute to Excellence Luncheon**	**AgriLife Center**
1:00 pm - 7:00 pm	**TRADE SHOW**	**Reed Arena Concourse**
1:00 pm	Food Challenge Awards	Reed Arena – Stands
1:00 - 2:30 pm	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
1:00 - 2:00 pm	WORKSHOP	Reed - 2nd floor (Kyle Field Side)
2:00 - 2:30 pm	WORKSHOP	
2:30 PM	Wool & Mohair Judging Awards (jointly)	Hildebrand
2:30 PM	Qualifying Livestock Judging Awards	Reed Arena - Stands
2:30 - 3:30 pm	WORKSHOP	Reed - 3rd floor (Reed Arena Side)
1:00- 3:30 pm	Community Service Activity & Quilts of Valor	Reed - 2nd floor (Reed Arena Side)
3:00 pm - 4:00 pm	4-H Talent Showcase Prop Unloading and Walk-thru- THURSDAY CATEGORIES ONLY	Rudder - Loading Dock
3:00 pm	Consumer Decision Making Awards	Reed Arena Practice Gym
3:30 PM	Invitational Meat Judging Awards	Reed Arena – Stands
3:30 PM	Qualifying Meat Judging Awards	Reed Arena – Stands
4:15 PM	**Texas 4-H Foundation Scholarship Banquet (by invitation only)**	**Memorial Student Center - Bethancourt**
4:30 PM	**San Antonio Livestock Exposition Scholarship Banquet (by invitation only)**	**Memorial Student Center - Bethancourt**
4:30 pm	Qualifying Horse Judging Contest Awards	Reed Arena - Stands
6:00 PM	Winner Lineup Check In	Reed Arena Practice Gym
6:00 PM	Winner Lineup Reception (For Top 3 Teams / Top 3 Individuals)	Reed Arena Practice Gym
7:00 PM	Assembly and Scholar Recognition	Reed Arena
Following Assembly	4-H Dance – Featuring MoBetta DJs	Reed Arena
10:30 PM	Curfew	Reed Arena

Thursday, June 4, 2026		
TIME	**CONTEST/EVENT**	**LOCATION**
7:00 am – 7:00 pm	Registration	Reed Arena Concourse
7:00 AM	Invitational Livestock Judging Contest Check-in	Pearce Pavilion
7:30 AM	Hippology Check-in	Hildebrand Equine Complex
7:30 AM	Agriculture & Natural Resources Education Presentation Check-in	MSC 2406A
7:30 AM	Open Education Presentation Check-in	Rudder Tower 601
7:30 AM	Health & Wellness Education Presentation Check-in	MSC 1400
7:30 AM	Animal Science- Small Animal Educational Presentation Check-in	Rudder Tower 707
7:30 am	Open - Family Community Health Check-in	Rudder Tower
7:30 AM	Beef Education Presentation Check-in:	MSC 2405
7:30 am	Swine Educational Presentation Check-in:	MSC 2401
7:30 AM	Sheep and Goat Educational Presentation Check-in:	MSC 2406B
8:00 AM	4-H Science Fair Poster Check-in	Rudder Exhibit Hall
8:00 AM	Horse Education Presentation Check-in	Rudder Tower 410
8:00 AM	STEM Educational Presentation Check-in	Rudder 404
8:00 AM	Safety & Injury Prevention Education Presentation Check-in	Rudder Tower 401
8:30 AM	Promote 4-H Education Presentation Check-in	Rudder Tower 302
8:00 AM	Duds to Dazzle Check-in - All contestants	Reed Arena - Stands
8:00 AM	Healthy Lifestyles Invitational Check-in	Reed Arena Practice Gym
8:00 AM	Poultry Judging Check-in	TAMU Poultry Science Center
8:00 AM	Public Speaking Check-in **ALL CONTESTANTS**	Rudder Tower 501
8:00 AM	Wildlife Challenge Check-in	Ecosystems Management Field Lab
8:30 AM	4-H Talent Showcase Check-in: Solo/Band Performance	Rudder – Theater
8:30 AM	4-H Talent Showcase Check-in: Poetry Prose	Rudder – Theater
8:30 AM	4-H Talent Showcase Check-in: Celebrate 4-H	Rudder – Auditorium
9:00 - 10:00 am	WORKSHOP	
9:00 - 10:00 am	WORKSHOP	
10:00 - 10:30 am	BREAK - Explore Trade Show	Reed
9:00 AM	Vet Science Skill-a-thon Check-in	TAMU Vet School
10:30 - 11:30 am	WORKSHOP	
10:30 - 11:30 am	Community Service Activity	Reed - 2nd Floor (Reed Arena Side)
11:30 - 12:30 am	LUNCH BREAK	Food Truck Options outside of Reed
1:00 pm - 7:00 pm	**TRADE SHOW** *(some vendors may close at 4:00 pm)*	**Reed Arena Concourse**
1:00 - 2:00 pm	WORKSHOP	
1:00 - 2:00 pm	WORKSHOP	
2:00-2:30 pm	BREAK - Explore Trade Show	Reed
1:30 - 2:30 pm	Healthy Lifestyles Awards	AgriLife Center
1:30 PM	Duds to Dazzle Awards	Reed Floor
2:30 - 3:30 pm	WORKSHOP	
2:30 - 3:30 pm	Community Service Activity	Reed - 2nd Floor (Reed Arena Side)
2:00 PM	Final Duds to Dazzle Check-in	Reed Floor
2:00 pm	Hippology Contest Awards	Reed Arena Stands
3:00 PM	Invitational Livestock Judging Contest Awards	Reed Arena Stands
4:00 PM	Wildlife Challenge Awards	Reed Arena Stands or 2nd Floor
4:30 PM	**Houston Livestock Show and Rodeo Scholarship Banquet (by invitation only)**	**Memorial Student Center - Bethancourt**
6:00 PM	PROFESSIONAL HEADSHOT PHOTOS by Roundup Photography team	Reed Arena
6:00 PM	4-H Tailgate	North Lawn under the big tent
6:00 PM	Winner Lineup Reception (For Top 3 Teams / Top 3 Individuals)	Reed Arena Practice Gym
6:00 pm – 10:30 pm	**Texas 4-H Foundation Gala (pre purchase ticket holder only)**	**Hilton Hotel & Conference Center**
7:00 PM	Awards Assembly	Reed Arena Floor
Following Assembly	Closing Concert - Aaron Watson	Reed Arena Floor
11:00 PM	Curfew	

Exhibit C

Exhibit C-1
Specific Performance Requirements

HOT Stimulus Program Guidelines for Conventions

3-Year Agreement

The final payment amount that will be issued to **Texas A&M AgriLife Extension Service** is dependent upon the ***total number of hotel room nights*** that ***are actualized*** during the event. **Texas A&M AgriLife Extension Service** is responsible for providing the actualized Hotel Room Nights.

Texas A&M AgriLife Extension Service will receive a pro rata amount up to $150,000.00 based on the sliding scale below:

Dates: **06/01/2026 - 06/04/2026**

Amount Awarded: **$50,000.00**

Expected Number of College Station Hotel Room Nights: **1250**

% of Room Nights Actualized	% Payout of HOT Grant Amount
0% - 69%	0%
70% - 79%	80%
80% - 89%	90%
90% - 100%	100%

Dates: **06/07/2027 - 06/10/2027**

Amount Awarded: **$50,000.00**

Expected Number of College Station Hotel Room Nights: **1250**

% of Room Nights Actualized	% Payout of HOT Grant Amount
0% - 69%	0%
70% - 79%	80%
80% - 89%	90%
90% - 100%	100%

Dates: **06/05/2028 - 06/08/2028**

Amount Awarded: **$50,000.00**

Expected Number of College Station Hotel Room Nights: **1250**

% of Room Nights Actualized	% Payout of HOT Grant Amount
0% - 69%	0%
70% - 79%	80%
80% - 89%	90%
90% - 100%	100%

Revised: 4/2/2026

Exhibit C

Exhibit C-2
Summary of allowed expenditures of HOT Revenue under Section 351.101 Texas Tax Code as it applies to CITY's Program as of May 31, 2022

Criteria #1: DIRECTLY enhance and promote tourism AND the convention and hotel industry; and

Criteria #2: Use HOT Revenue ONLY for one or more of the following:

(1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

(A) at or in the immediate vicinity of convention center facilities or visitor information centers; or

(B) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

(6) expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity if:

(A) the municipality is located in a county with a population of one million or less;

(B) the municipality has a population of more than 67,000 and is located in two counties with 90 percent of the municipality's territory located in a county with a population of at least 580,000, and the remaining territory located in a county with a population of at least four million; or

(C) the municipality has a population of at least 200,000 and shares a border with:

(i) a municipality described by Section 351.102(e)(7); and

(ii) Lake Ray Hubbard;

(7) subject to Section 351.1076, the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields if:

(A) the municipality owns the facilities or fields;

(B) the municipality:

(i) has a population of 80,000 or more and is located in a county that has a population of 350,000 or less;

(ii) has a population of at least 75,000 but not more than 95,000 and is located in a county that has a population of less than 200,000 but more than 160,000;

(iii) has a population of at least 36,000 but not more than 39,000 and is located in a county that has a population of 100,000 or less that is not adjacent to a county with a population of more than two million;

(iv) has a population of at least 13,000 but less than 39,000 and is located in a county that has a population of at least 200,000;

(v) has a population of at least 70,000 but less than 90,000 and no part of which is located in a county with a population greater than 150,000;

(vi) is located in a county that:

(a) is adjacent to the Texas-Mexico border;

(b) has a population of at least 500,000; and

(c) does not have a municipality with a population greater than 500,000;

(vii) has a population of at least 25,000 but not more than 26,000 and is located in a county that has a population of 90,000 or less;

(viii) is located in a county that has a population of not more than 300,000 and in which a component university of the University of Houston System is located;

(ix) has a population of at least 40,000 and the San Marcos River flows through the municipality;

(x) has a population of more than 67,000 and is located in two counties with 90 percent of the municipality's territory located in a county with a population of at least 580,000, and the remaining territory located in a county with a population of at least four million;

(xi) contains an intersection of Interstates 35E and 35W and at least two public universities; or

(xii) is described by Subdivision (6)(C); and

(C) the sports facilities and fields have been used, in the preceding calendar year, a combined total of more than 10 times for district, state, regional, or national sports tournaments;

(8) for a municipality with a population of at least 70,000 but less than 90,000, no part of which is located in a county with a population greater than 150,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility;

(9) signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality;

(10) the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility, if the municipality:

(A) has a population of at least 90,000 but less than 120,000; and

(B) is located in two counties, at least one of which contains the headwaters of the San Gabriel River; and

(11) for a municipality with a population of more than 175,000 but less than 225,000 that is located in two counties, each of which has a population of less than 200,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility and related infrastructure or a venue, as defined by *Section 334.001(4), Local Government Code*, that is related to the promotion of tourism.

. . . .

(d) A person with whom a municipality contracts under this section to conduct an activity authorized by this section shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the person and, on request of the

governing body of the municipality or other person, shall make the records available for inspection and review to the governing body or other person.

(e) Hotel occupancy tax revenue spent for a purpose authorized by this section may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures authorized under Section 351.101(a). If a municipal or other public or private entity that conducts an activity authorized under this section conducts other activities that are not authorized under this section, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

(f) Municipal hotel occupancy tax revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

. . . .

(h) In addition to the uses authorized by Subsection (a), a municipality described by Subsection (a)(7)(B)(viii), as added by Chapter 546 (S.B. 585), Acts of the 83rd Legislature, Regular Session, 2013, may use revenue derived from the tax authorized by this chapter to promote tourism and the convention and hotel industry by constructing, maintaining, or expanding a sporting-related facility owned by the municipality if:

(1) the majority of the events at the facility involve participants staying at hotels in the municipality; and

(2) for a fiscal year, the municipality does not reduce the amount of that revenue that it uses for a purpose described by Subsection (a)(3) to an amount that is less than the lesser of:

(A) the amount of that revenue used by the municipality for that purpose during the municipality's 2015 fiscal year; or

(B) the total amount of that revenue received in the fiscal year.

(i) In addition to the purposes provided by Subsection (a), a municipality that has a population of at least 75,000 but not more than 95,000 and that is located in a county that has a population of more than 160,000 but less than 200,000 may use revenue from the municipal hotel tax to promote tourism and the convention and hotel industry by constructing, operating, or expanding a sporting related facility or sports field owned by the municipality, if the majority of the events at the facility or field are directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels in the municipality.

(j) In addition to the purposes provided by Subsection (a), a municipality that has a population of not more than 5,000 and at least part of which is located less than one-eighth of one mile from a space center operated by an agency of the federal government may use

revenue from the municipal hotel occupancy tax for expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

(k) In addition to other authorized uses, a municipality that is intersected by both State Highways 71 and 95 may use revenue from the municipal hotel occupancy tax for the promotion of tourism by the enhancement and upgrading of an existing sports facility or field as specified by Subsection (a)(7), provided that the requirements of Subsections (a)(7)(A) and (C) are met.

(m) In addition to the uses authorized by Subsections (a) and (e), and notwithstanding any provision of this chapter to the contrary, a municipality with a population of 6,500 or less that has at least 800 hotel rooms within the corporate boundaries of the municipality and that is located in a county adjacent to a county with a population of 3.3 million or more may use revenue derived from the tax authorized by this chapter to directly enhance and promote tourism and the convention and hotel industry by acquiring sites for and constructing, improving, enlarging, equipping, repairing, operating, and maintaining a municipally owned:

(1) convention center facility;

(2) sports-related facility with seating for at least 4,500 people that is used or is planned for use for one or more professional or amateur sports events or other events, including rodeos, livestock shows, and performing arts events;

(3) multiuse facility that includes facilities described by Subdivisions (1) and (2); and

(4) related infrastructure for a facility described by Subdivision (1), (2), or (3), as that term is defined by *Section 334.001(3), Local Government Code*, for a venue.

(m-1)A municipality described by Subsection (m) that issues obligations secured wholly or partly by revenue derived from the tax authorized by this chapter for a use described by that subsection may use that revenue for those uses as long as the obligations are outstanding even if the municipality is no longer a municipality described by that subsection.

(n) In addition to other authorized uses, a municipality that has a population of not more than 1,500 and is located in a county that borders Arkansas and Louisiana may use revenue from the municipal hotel occupancy tax for the promotion of tourism by the enhancement and upgrading of an existing sports facility or field as specified by Subsection (a)(7), provided that the requirements of Subsection (a)(7)(A) and Section 351.1076 are met.

(o) In addition to the purposes provided by Subsection (a), a municipality that has a population of not more than 10,000, that contains an outdoor gear and sporting goods retailer with retail space larger than 175,000 square feet, and that hosts an annual wiener dog race may use revenue from the municipal hotel occupancy tax to promote tourism and the convention and hotel industry by constructing, operating, or expanding a sporting related facility or sports field owned by the municipality, if the majority of the events at the facility or field are directly related to a sporting event in which the majority of

participants are tourists who substantially increase economic activity at hotels in the municipality. If a municipality to which this subsection applies uses revenue derived from the municipal hotel occupancy tax for a purpose described by this subsection, the municipality may not reduce the percentage of revenue from that tax allocated for a purpose described by Subsection (a)(3) to a percentage that is less than the average percentage of that revenue allocated by the municipality for that purpose during the 36-month period preceding the date the municipality begins using the revenue for a purpose described by this subsection.

(p) In addition to the purposes provided by Subsection (a), a municipality with a population of more than 48,000 but less than 95,000 that is located in two counties, one of which has a population of at least 900,000 but less than 1.7 million, may use revenue from the municipal hotel occupancy tax to promote tourism and the convention and hotel industry by constructing, improving, equipping, repairing, maintaining, operating, or expanding a coliseum or multiuse facility if the majority of the events at the coliseum or facility attract tourists who substantially increase economic activity at hotels in the municipality.

(q) In addition to the purposes provided by Subsections (a) and (e), a municipality with a population of more than 10,000 that has a city hall located less than three miles from a space center operated by an agency of the federal government and that is wholly located in a county with a population of four million or more may use revenue from the hotel occupancy tax for the construction, improvement, enlarging, equipping, renovating, repairing, operation, and maintenance of a coliseum or multiuse facility and related infrastructure or a venue, as defined by *Section 334.001(4), Local Government Code*, that is related to the promotion of tourism, including a hotel, resort, or convention center facility located on land owned by the municipality or a nonprofit corporation acting on behalf of the municipality.

(s) In addition to other authorized uses, a municipality that has a population of 70,000 or more but less than 90,000 and is located in two counties, one of which has a population of four million or more and the other of which has a population of less than 50,000, may use revenue from the municipal hotel occupancy tax for the promotion of tourism by the enhancement and upgrading of an existing sports facility or field as specified by Subsection (a)(7), provided that the requirements of Subsections (a)(7)(A) and (C) and Section 351.1076 are met.

Exhibit D
Insurance Letter

THE TEXAS A&M UNIVERSITY SYSTEM
System Risk Management

5/7/26

Texas A&M AgriLife Extension Service

To Whom It May Concern:

The above-mentioned Member of The Texas A&M University System has requested we provide you with information regarding the insurance provisions of The Texas A&M University System.

The Texas A&M University System is self-insured for Workers' Compensation Insurance provided by Chapter 502 of the Texas Labor Code. Benefits are provided in accordance with the provisions of that law.

State-owned vehicles of universities and agencies of the Texas A&M University System are exempt from compulsory liability insurance requirements of the State of Texas. This exemption appears in Subtitle D Motor Vehicle Safety Responsibility; Chapter 601 Motor Vehicle Safety Responsibility Act; Subchapter A General Provisions; Section 007 Applicability of Chapter to Government Vehicle.

The liability of The Texas A&M University System for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are $250,000 for each person, $500,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

We trust the above information will provide the necessary insurance information needed by your organization. If we can be of any further assistance, please let us know.

Sincerely,

Charles A. Longoria, CRM
Director of Risk Management

301 Tarrow St., 5th Floor • College Station, Texas 77840
979.458.6330 • 979.458.6247 fax • www.tamus.edu Campus MS 1262

May 18, 2026
Item No. 7.3.
Presentation, discussion, and possible action for the award of a contract for Utilities Customer Service Water Meter Reading Services, to Alexander's Contract Services, Inc. in the amount not to exceed $463,196.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract award to Alexander's Contract Services, Inc. for water meter reading services, not-to-exceed $463,296.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends City Council approve the contract for Alexander's Contract Services, Inc., for Utility Customer Services Meter Reading Services, in an amount not to exceed $463,296 (includes $98,484 annually for option #3 photo capture for every meter reads, listed under "optional additional services").

Summary: Staff issued RFP #26-055 on February 16, 2026, for an Annual Price Agreement for Utility Customer Services Meter Reading Services. The RFP was opened on March 5, 2026, and a total of eight (8) electronic proposals were received. Utility Customer Service staff reviewed and evaluated all responses and recommend awarding the contract to the most responsible Offeror whose proposal provides the best value based on the established evaluation criteria, Alexander's Contract Services, Inc.

Additionally, Alexander's Contract Services, Inc. has provided meter reading services to municipalities, water districts and other utility companies since 1968. The City of College Station has utilized Alexander's since 2016 for daily meter reading services.

This contract shall be for an initial term of one (1) year, beginning on June 1, 2026, with a total not-to-exceed amount of $463,296. The contract includes the option to renew for up to two (2) additional one-year terms, with an agreed-upon increase of up to five (5) percent for each renewal period.

Budget & Financial Summary: Funds are budgeted and available in the Utility Customer Service budget.

Attachments:
1. 26-050 Intent to Award Proposal Tab_Score
2. 26300476--LKPc (CC 5.18.26) vendor signed

26-050
Utility Customer Service Water Meter Reading Services
03/05/26 @ 2:00 p.m.

Meter Reading Services (Water) (Average Cost arrived at based upon various meter types including single meter water accounts, apartment metered accounts, dual meter accounts, as well as meters with touch read and radio)	QUANTITY	UNIT PRICING	MONTHLY TOTAL	ANNUAL TOTAL	SETUP FEE (ONE TIME CHARGE)	Annual Grand Total	Total Score
Alexander's Contract Services, Inc.	30,400	$1.01	$30,704.00	$368,448.00		$368,448.00	91
Bermex, Inc.	30,400	$1.71	$51,984.00	$623,808.00		$623,808.00	81
Olameter	30,400	$1.10	$33,379.20	$400,550.40	$25,499.38	$426,049.78	77
DB Utility	30,400	$0.93	$28,272.00	$339,264.00	$6,600.00	$345,864.00	67
Texas Meter & Device Company, LLC	30,400	$1.29	$39,216.00	$470,592.00		$470,592.00	58
JS Ratliff Incorporated dba Ratliff Utilities	30,400	$2.50	$76,000.00	$912,000.00	$22,000.00	$934,000.00	52
Scope Services, Inc.	30,000	$2.89	$86,700.00	$1,040,400.00	$39,665.12	$1,080,065.12	47

Eight (8) responses were received; one (1) was determined to be non-responsive as it did not pertain to meter reading services..

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300476 PROJECT #: N/A BID/RFP/RFQ#: 26-050

Project Name / Contract Description: Utility Customer Service Water Meter Reading Services

Water Utility Meter Reading Services, and associated services

Name of Contractor: Alexander's Contract Services, Inc.

CONTRACT TOTAL VALUE: $ 463,296.00 **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 posted on 02/16/26 opened 03/05/26, Seven responsive proposals were received. Department recommends Alexander's Contract Services $368,448 Score 91, and is adding on additional service option for pictures of each meter as noted in the contract for $98,848 annually.

Grand Total $463,296.00

Funding is available in GL 22260260-5315

*(If required)**

CRC Approval Date*: 02/08/21 **Council Approval Date*:** 05/18/2026 **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

Mary Ellen Leonard — 4/13/2026
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
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 **Alexander's Contract Services, Inc.** (the "Contractor"), for the following work: **Utility Customer Service Water Meter Reading Services in response to RFP #26-050** and 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 Sixty-Three Thousand Two Hundred Ninety-Six and 00/100 Dollars ($463,296.00**).

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 "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 one (1) year, beginning on **June 1, 2026, to May 31, 2027**, with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

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

ARTICLE II
CHANGE ORDERS

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

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

must approve such change order prior to commencement of the services or work; and

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

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

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

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

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

and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV
INSURANCE

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

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

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

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

(a) Commercial General Liability;

(b) Business Automobile Liability; and

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

(d) Cyber Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Employer's Liability minimum limits of liability not less than $1,000,000 for each accident/each disease/each employee are required;

(b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and

(c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

4.08 Cyber Liability. Minimum limits of $2,000,000 for third party losses. Coverage must include:

(a) Unauthorized Access/use;

(b) Computer Virus;

(c) Denial of Service Attack;

(d) Libel, Cyber-libel, Slander, Product Disparagement;

(e) Violation of Right of Privacy;

(f) Regulatory Costs;

(g) Privacy Costs- Privacy Injury and Identity Theft;

(h) Errors & Omissions Liability;

(i) Replacement or Restoration of Electronic Data (First Person);

(j) Extortion Threats;

(k) Business Income and Extra Expense (to $1 million);

(l) Public Relations Expense; and

(m) Security Breach Expense.

ARTICLE V
TECHNOLOGY REQUIREMENTS

5.01 Cloud Provider. When some or all of the Contractor's Work involve being a Cloud Provider, the following shall apply:

(a) **Security Policies and Procedures.** The Contractor shall provide the City with copies of its information security policies and procedures within three (3) business days upon City's request covering:

i. Data Classification and privacy;

ii. Security training and awareness;

iii. Systems administration, patching and configuration;

iv. Incident response;

v. Managing workstations, mobile devices and antivirus applications;

vi. Backups, disaster recovery and business partners and contractors;

vii. Audit and testing schedules;

viii. Requirements for third-party business partners and contractors;

ix. Compliance with information security or privacy laws, rules, regulations or standards;

x. Evidence of background checks that support security of sensitive or confidential information;

xi. Disclosure of previous data breaches; and

xii. Any other relevant information regarding security policies or procedures.

(b) Industry Best Practices. Contractor must provide all services using the best commercially-available security technology and techniques according to industry best practices and standards; the City's security standards, policies and procedures including those relating to fraud prevention and detection and any other inappropriate system and network use or access, including:

i. Providing secure (SSL, HTTPS, or similar) access to all levels of users as defined by the City via the internet;

ii. Having controls meeting applicable laws and the latest Framework for Improving Critical Infrastructure Cyber security from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;

iii. Completely testing and applying patches for hardware bios/firmware, bare metal operating systems (e.g. VMware ESXi), virtualized server operating systems, and software products before release; and

iv. Having all servers providing work to the City solely physically located within the continental United States of America. Contractor must house all servers and equipment in an operational environment meeting industry standards including a climate-controlled room with a fire and security hazard detection system and a network and electrical redundancy system, including backup Uninterruptable Power Supply (UPS) and automatic fail-over stand-by generators and physical security.

(c) Data Breach.

i. **Notice.** Contractor must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Contractor must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Contractor must:

1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;

2. Promptly implement necessary remedial measures; and

3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to make changes in business practices in providing the work, if necessary.

ii. Contractor Agreement Breach. If a data breach results from Contractor's breach of the Contract, Contractor must:

1. Bear any costs associated with the investigation and resolution of the data breach

2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;

3. Engage a credit monitoring service or identity protection service;

4. Publish a website or toll-free number and call center for affected individuals as required by state or federal law;

5. Complete all corrective actions as reasonably determined based on root cause; and

6. Send the City written findings and remedial measures from the data breach.

(d) Preventive Security Procedures. Contractor must:

i. Provide on-going software updates as they become available complying with the defined maintenance windows. The Contractor must completely test updates; including any bug fixes, patches and other improvements;

ii. Monitor system and error logs and perform preventive maintenance to minimize and predict system problems, including initiating and completing an appropriate response;

iii. Conduct a third-party independent security/vulnerability assessment at its own expense at least annually and submit the results of such assessment to the City;

iv. Agree to third-party application and vulnerability security scans and schedules;

v. Comply with the City's directions/resolutions to remediate security/vulnerability assessment results aligning with City Security Vulnerability Assessment Standards;

vi. Limit logical and physical access to all system components and provide access only to those individuals with a business need for work provided. Individuals who have access to systems and data must have a criminal background check;

vii. Annually audit the data center through an independent third-party auditor. Audit results must form part of the Contractor's applicable Service Organization Control (SOC) report. The audit results must comply with industry standard controls for data security and disaster recovery that the Contractor shall report to the City in writing; and

viii. Take all necessary measures to protect the data and encryption keys including, but not limited to the off-site servers daily backup according to industry best practices and encryption techniques.

(e) Disaster Recovery. Contractor must comply with any and all City disaster recovery and resiliency protocols to prevent system interruption. In the event of system

breach, Contractor shall notify the City and restore the system within twenty-four (24) hours from discovery of breach.

(f) Closeout.

i. Agreement Expiration. When the Agreement term expires or terminates, and at any other time at the City's written request, Contractor must promptly return to the City all intellectual and physical property subject to the Agreement including, but not limited to system configuration data and information in file or document formats in the Contractor's possession or control.

ii. Access. The City will have access to export and retrieve its data for no less than ninety (90) days after the Agreement expiration or termination date. The City must be able to access its data at any time during the Agreement term in a readily readable, structured and documented format, such as CSV-format or some other standard format offered by the Contractor. The Contractor must provide the City transition work after Agreement expiration or termination at Contractor's then-current and generally-charged hourly rates.

iii. Data Removal. At the City's request upon Agreement expiration or termination, the Contractor must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Contractor's servers to the extent possible based on the then-current technology available. Contractor must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Contractor will not otherwise delete the City's data without City's prior written consent.

ARTICLE VI
INDEMNIFICATION AND RELEASE

6.01 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.

6.02 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 VII
GENERAL TERMS

7.01 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.

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

7.03 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.

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

7.05 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.

7.06 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.

7.07 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.

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

7.09 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.

7.10 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.

7.11 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.

7.12 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.

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

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

CITY OF COLLEGE STATION	ALEXNADER'S CONTRACT SERVICES, INC.
Attn: Jennifer Smith	
PO BOX 9960	Attn: Bill Van Wagoner
1101 Texas Ave	8965 El Camino Real
College Station, TX 77842	Atascadero, CA 93422
JSMITH@cstx.gov	billv@alexander-co.com

7.15 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.

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

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

7.18 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.

List of Exhibits

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

ALEXANDER'S CONTRACT SERVICES, INC.

By: _____

Printed Name: Jim Beck

Title: CEO

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.

If the plans and specifications from the RFP #26-050 are not physically inserted here, then they are fully incorporated into this contract by reference.

SCOPE OF WORK

The City of College Station is requesting proposals for Water Utility Meter Reading Services, and associated services in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

It is the City of College Station's intent to contract with one (1) service provider for Water Utility Meter Reading Services, and any associated service(s), equipment or technologies.

Custom CSV Format for meter reading import into Origin's C2M software. File layout is included.

Conversion/Start Up

The awarded Contractor will be responsible for initial start-up meter reading activities commencing on the agreed upon start date of the contract and continuing until full implementation occurs. These activities may include, but are not limited to staff training, routing of each cycle by Contractor for best efficiency, integration of the Contractor's and City's meter reading activities, integration of meter reading information for water billing and development of services reports.

Reading Schedule

The awarded firm will be expected to follow and maintain the current billing schedule used by the City of College Station. The City currently bills in fifteen (15) cycles a month ranging from 1 day to 2 days to complete the reading routes in each cycle. A **requirement** of this contract will be that the meters be read once per month. The City bills customers on a monthly basis.

The City is requiring that the Contractor have the capability to deliver meter reading information in a real time format and provide the City real time secure access to view the status of the current reading cycle.

Awarded Contractor must provide meter reading services for specified route area. There shall be no change in the number or configuration of the water meter reading routes without the prior consent of the City of College Station. Each water meter route must read in a sequence to support the City's monthly utility billing schedule.

Vendor should include estimated number of readers needed to perform the City's monthly water reading services as part of their proposal.

Meter Access

Meter reading should take place between 7:00 a.m. and 6:00 p.m. Monday through Friday. Any exceptions to this schedule need to be pre-approved by the City. Gaining access to meters is the responsibility of the Contractor.

Meter Information

Touch Read Meters:

VersaProbe (for Badger) and Touchreader + (for Sensus) touch reader will be required to read some of our water meters.

We have the following Touch Read Water Meters:

- Badger
- Sensus Omni
- Sensus iPerl

The majority of the City of College Station meters are read manually. The water meters are typically located in the front yards.

Total Number of Meters:

30,400 WA meters includes all WA meters in CS (residential and commercial)

Reading Codes

The City has a set of established reading codes that we would like to continue using. The City expects the awarded vendor to be able to adapt to these codes at the initiation of the contract.. A list of examples from the City's current reading codes can be found in Exhibit B.

Deliverables

Awarded Contractor will be expected to delivery standard reports each cycle including but not limited to:

Detailed Route Report
Skipped Read Report
New Service/ Change Out Report
Trouble Message Report
Failed High/Low Report

The City may request that custom reports be created as needed throughout the term of the contract.

Contractor Responsibilities

The awarded contractor shall note and report obvious problems or issues with meter including but not limited to:

- Dead meters
- High/low consumption
- New meter/New Service
- Meter change out
- Meter stuck
- Broken meter box lids
- Tampered meter – will require immediate notification to CSU
- Water meter leaks
- Supervisor access to Meter Reading File for Download and Upload

The awarded contractor shall follow the meter reading schedule negotiated with the City and included in the final contract. The contractor shall accurately read each of the utility meters

regardless if the meter is turned on or off. This includes making a reasonable effort to access meters that are hard to access. Estimations will not be accepted. The contractor shall provide the actual read dates even if the meter was read in advance or late relative to the schedule. The proposal response shall contain what problems the contractor normally reports.

At all times, the Contractor shall employ only competent and trained water meter readers. Readers shall be well trained and experienced in the tasks and duties to be performed, including work safety and providing good customer service. The City has a customer service standard that the awarded contractor would be expected to maintain.

This customer service standard includes but is not limited to:

- Moving a customer out of sequence in order to accommodate their schedule
- Entering the backyard only through the customer requested area
- Knock on door customers

The Contractor shall continuously oversee the activities of such readers. At the City's written request, the Contractor shall immediately remove and replace any Contractor employee for any reason, including, but not limited to incompetence, carelessness or negligence.

EXHIBIT B
PAYMENT SCHEDULE

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

In accordance with the rates and expenses provided by Alexander's Contract Services, Inc. in response to RFP No. 26-050, as detailed on the following page.

*Additional Services Cost for:
#3 Photo Capture for Every Meter Read (Standard GPS) $94,848 (Annually)

Annual Grand Total Amount Year 1 $463,296

Tab C – Rates and Expenses

1. Provide a proposed fee schedule based upon the City's expectations as detailed in the scope of work.

CONTRACTOR'S PROPOSAL

RFP #26-050 UTILITY WATER METER READING SERVICES PROPOSED FEE SCHEDULE FOR CITY OF COLLEGE STATION

DESCRIPTION	QUANTITY	UNIT PRICING	MONTHLY TOTAL	ANNUAL TOTAL
Meter Reading Services Meter Reading Services (Water) (Average Cost arrived at based upon various meter types including single meter water accounts, apartment metered accounts, dual meter accounts, as well as meters with touch read and radio) Set-up Fee (One-Time Charge)	30,400	$1.01	$30,704.00	$368,448.00
Other Comments				

Alexander's Contract Services recognizes (per page 6 of 37 of RFP "Term of Contract") that the contract and pricing shall remain in effect for the period of (1) year. Following that year and between subsequent extended years of the contract, pricing rate adjustments of a minimum of 5% to the meter reading rate will apply.

Certified Read Photo rates are listed in Item 4 of this section under "**Alexander's Contract Services - Optional Additional Services**"

2. Firm shall incur no travel or related expenses chargeable to the City without prior approval by the City

ACS understands and conforms with this request

3. *Firms may submit proposals on any task or combination of tasks and may propose alternate payment methods (i.e.: hourly rates). However, expenses not specifically listed will not be considered.*

ACS understands and conforms with this request

4. *Contractor may submit additional services which the City may be able to utilize in the future or on an as needed basis.*

ACS offers Optional Additional Services as outlined below:

Alexander's Contract Services - Optional Additional Services

(May be activated by City on an as-needed basis, subject to applicable law and City procurement/authorization requirements.)

1) Field Activity Services

Scope. Field Activity Services include, without limitation: meter turn-ons, shut-offs, meter box maintenance, lid and box repairs, door hanger delivery, re-reads, customer notices and other related field services requested by the City.

Rate. $95.00 per hour, with a one (1) hour minimum per service request.

Alternative Pricing. If volume supports it, the City and Contractor may mutually agree in writing to a different hourly rate or a per-piece rate for defined tasks.

2) Certified Reads (Out-of-Range Verification)

Purpose. Certified Reads ("CR") provide a verification workflow for high/low exceptions so the City can review reliable evidence without dispatching a truck and crew solely to confirm a questionable read.

Blind Reading Baseline. The reader reads blind by default. The reader is shown only the service address/route stop and does not see meter data such as the meter ID, account number, prior read, or consumption history unless the reader unlocks meter data by entering the required meter identifier digits from the meter body (only available on the physical meter).

In-Range Reads. If the entered read falls within the City-defined high/low tolerance window for that account, the read is accepted in the normal workflow and the reader proceeds to the next stop with no additional security prompts. Because the acceptable window is typically narrow compared to the total possible register values (for example, prior read 605 with a high limit of 625 creates only a 20-unit window), and because readers complete high daily volumes (often 300–500 reads/day), guessing or "working" a number into range is highly improbable.

CR Trigger. CR is triggered when a read falls outside City-defined thresholds, including (i) a read below the prior read, or (ii) a read above the configured high limit (an “Out-of-Range Event”).

CR Workflow (when triggered).

Meter ID Confirmation / Unlock. Reader enters the last four (4) digits of the meter ID as observed on the meter body.

Consecutive Matching Reads. Reader re-enters the read. Verification requires either (a) the second entry matches the first entry that triggered CR, or (b) the reader continues until two (2) consecutive entries match.

Photo Evidence. Reader captures a photo of the dial/register.

GPS Evidence. A GPS coordinate is captured at the time of the CR workflow to support location validation.

City Review. CR records (exception flag, meter ID confirmation entry, read-entry history, photo, timestamp, and GPS) are presented in RouteManager 4.0 for City review and acceptance.

Unit Price. Price TBD per completed Certified Read event.

* 3) Photo Capture for Every Meter Read (Standard GPS) Add-on

Service Description. Contractor captures a photo for each meter read (in-range or out-of-range), time-stamped and associated with the meter read event in RouteManager 4.0. A handheld GPS coordinate (standard handheld accuracy) is captured with each photo.

Unit Price. $0.26 per meter photo captured and associated with a meter read event.

Quality Standard. Contractor guarantees 99% photo capture completeness for in-scope reads per billing cycle (photos properly captured and associated to the read event), excluding failures due to device malfunction, unsafe access, denied access, or other factors outside Contractor’s control.

4) Photo Capture for Every Meter Read (Sub-Meter-Capable Device)

Service Description. Contractor captures a photo for each meter read using a sub-meter-capable handheld unit. The reader will not stop to perform a stationary sub-meter coordinate fix at each meter longer than the typical time used to read the meter; therefore, sub-meter coordinates will be present on many photos but sub-meter accuracy is not guaranteed for every photo. Photos are time-stamped and associated with the meter read event in RouteManager 4.0.

Unit Price. $0.52 per meter photo captured and associated to a meter read event using a sub-meter-capable device.

5) Sub-Meter GPS Coordinate Collection (One-Time Mapping)

Service Description. One-time field collection of sub-meter-accuracy GPS coordinates for designated meters. The technician will pause at each targeted meter and collect sufficient satellite observations to achieve sub-meter accuracy. Coordinates are associated with the City’s meter identifiers for mapping and routing use.

Unit Price. $12.00 per meter (one-time), billed upon completion of the routed collection.

City Inputs. City provides the meter list and any access/locate information needed to complete routing.

6) AMI Endpoint Integration and Meter Reading (Plug-and-Play Cellular)

Service Offering. Contractor provides plug-and-play cellular AMI endpoints suited for hard-to-read meters, restricted access, hazardous access, customer-service monitoring needs, leak-prone/high-usage accounts, and accounts requiring remote visibility.

Equipment Cost. Endpoints billed at fair market value, not to exceed MSRP, unless otherwise agreed in writing.

Installation. Installed by City staff or by Contractor at the Field Activity Services hourly rate.

Data Flow. Reads flow through RouteManager 4.0 and into the City's billing workflow in the same manner as standard reads, except as may be impacted by third-party system changes or City billing interface requirements.

Read Frequency and Billing. Each installed endpoint is intended to generate a minimum of one (1) read per week. All reads (including the weekly minimum) are billed at the same per-read rate as manual meter reads, unless otherwise agreed in writing.

Limitations. Contractor is not responsible for missed reads caused by cellular coverage limitations, device tampering, power interruption, City-side billing system issues, or force majeure, but will use commercially reasonable efforts to restore service and provide exception reporting.

7) Risk and Resilience Compliance Assessments

Service Description. Basic field assessments for metered services, including observations and documentation related to meter condition, access, safety concerns, and potential risk indicators, as configured by the City.

Unit Price. $12.00 per meter survey.

Minimum Volume. Minimum 500 sequenced meters per deployment. If fewer than 500 meters are assessed in a deployment, services are billed at $95.00 per hour (Field Activity Services), unless otherwise agreed in writing.

Reporting. Upon request, Contractor provides a summary report within thirty (30) days after completion of on-site inspections, subject to timely City provision of required reference data.

8) Activation, Authorization, and Invoicing

Activation. Services may be activated for specific accounts, meters, routes, or programs upon written authorization by the City's designated Utility Agent.

Utility Agent. The City employee identified (or later designated in writing) as authorized to request and approve optional services within delegated authority and budget.

Form of Authorization. Authorization may be by change order/amendment, or by written work order/email authorization if permitted by City policy. Authorization should identify: (i) services activated, (ii) scope/target meters/routes, (iii) unit prices/rates, and (iv) any not-to-exceed amount if required.

Procurement. Nothing in this menu waives City procurement rules or approval thresholds; activations are intended to be handled within the existing Agreement to the extent allowed by law and City policy.

Invoicing. Optional services are billed monthly in arrears, itemized by service category and (if requested) by route/account groupings.

9) Additional Optional Services

Additional optional services or products may be added to this menu by written amendment or change order specifying scope, unit pricing, and activation terms.

5. The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.

ACS understands and conforms with this request

EXHIBIT C
CERTIFICATES OF INSURANCE

^ALEXCO-02 DCHATTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/6/2026

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 License # 0305584
Morris & Garritano Insurance Agency, Inc.
1122 Laurel Ln
San Luis Obispo, CA 93401-5823

CONTACT NAME: Janelle Jones
PHONE (A/C, No, Ext): (805) 543-6887 389 FAX (A/C, No): (805) 543-3064
E-MAIL ADDRESS: jjones@morrisgarritano.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Lloyds	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alexander's Contract Services, Inc.
8655 Morro Rd. Ste C
Atascadero, CA 93422

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

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:	X		6302W699479	1/17/2026	1/17/2027	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		8102W670474-26-13-G	1/17/2026	1/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Dedt	$ 1,000,000 $ $ $ $ 1,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP2W714426	1/17/2026	1/17/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Cyber Liability			WG00005810AE	8/27/2025	8/27/2026	Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract #26300476.
See forms attached as triggered by written contract:
GL: AI - CG D4 17 0219, PNC - CG T1 00 0219;
AL: AI/PNC - CAT474 0216.

CERTIFICATE HOLDER

City of College Station
Attn: Risk Manager
1101 Texas Avenue
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

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an 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 that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

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.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft **–** 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Employees – Supervisory Positions

D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured **–** Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

G. Blanket Additional Insured **–** Broad Form Vendors

H. Blanket Additional Insured **–** Controlling Interest

I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured – Governmental Entities **–** Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured -Governmental Entities **–** Permits Or Authorizations Relating To Operations

L. Medical Payments **–** Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability **–** Railroads

O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

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agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

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liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

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waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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ALEXCON-01 SHIVAKUMARSWAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2026

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 License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 100 Cross Street, Suite 203 San Luis Obispo, CA 93401	CONTACT NAME: Eva Flores PHONE (A/C, No, Ext): 4581 FAX (A/C, No): (661) 322-9714 E-MAIL ADDRESS: eva.flores@dibu.com
INSURED Alexander's Contract Services, Inc. 8655 Morro Rd Ste C Atascadero, CA 93422	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Continental Casualty Company 20443 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC837602977	1/17/2026	1/17/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

IF ANY FORMS ARE REFERENCED BELOW OR ATTACHED TO AND PART OF THIS CERTIFICATE, THEY WILL APPLY AS REQUIRED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT BETWEEN THE LISTED PARTIES AND THE INSURED AND ARE SUBJECT TO THE POLICY PROVISIONS. IN THE ABSENCE OF SUCH WRITTEN CONTRACT OR WRITTEN AGREEMENT, THE REFERENCED OR ATTACHED FORMS MAY NOT BE APPLICABLE.

CERTIFICATE HOLDER

City of College Station
Attn: Risk Manager
1101 Texas Avenue
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



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May 18, 2026
Item No. 7.4.
ILA with TML Intergovernmental Risk Pool and CS for Group Critical Illness Coverage

Sponsor: Alison Pond, Director of Human Resources

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an interlocal agreement with the Texas Municipal League Intergovernmental Risk Pool for group critical illness coverage.

Relationship to Strategic Goals:
Good Governance
Financially Sustainable City

Recommendation(s): The City of College Station Human Resources Department recommends approval of the interlocal agreement with Texas Municipal League Intergovernmental Risk Pool to participate in its HB 4144 critical illness coverage program.

Summary: Texas House Bill 4144, effective September 1, 2025, requires Texas political subdivisions with at least 50 firefighters or peace officers to provide financial protection for eligible first responders who develop certain serious health conditions within three years of retirement. The law applies to firefighters and peace officers who retire on or after January 1, 2026.

Under HB 4144, political subdivisions must provide either:

1. A critical illness supplemental income benefit; or
2. A comparable health benefit plan that covers specified cancers, acute myocardial infarction, or stroke diagnosed within three years of retirement.

To streamline compliance, TMLIRP has procured an insurance product and will serve as the master policyholder. Cities may participate by adopting an interlocal agreement for HB 4144 coverage. The City has chosen to participate in this fully insured solution to ensure predictable costs, minimize financial exposure, and secure coverage that is compliant with HB 4144 requirements. Coverage will be retroactive to January 1, 2026, to meet statutory requirements. Participation through TMLIRP minimizes administrative burden and ensures coverage meets all statutory requirements.

Budget & Financial Summary: Funds are available in the FY26 budget in the Benefits Fund.

Attachments:
1. Group Critical Illness Interlocal Agreement
2. Statement of Responsibility

Texas Municipal League
Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

GROUP CRITICAL ILLNESS INTERLOCAL AGREEMENT

This Group Critical Illness Interlocal Agreement (hereinafter referred to as "Agreement") is entered into by and between political subdivisions of this state (hereinafter referred to as "Electing Pool Members"). This Agreement is specifically for the Electing Pool Members to acquire and access Group Critical Illness Coverage, as required by House Bill 4144, passed in the 89th Texas Legislative Session (hereinafter referred to as the "Coverage"). Under this Agreement, the Texas Municipal League Joint Self-Insurance Fund (hereinafter referred to as the "Fund") will act only as the initial holder of the Coverage.

WITNESSETH:

The undersigned Electing Pool Member, in accordance with the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Electing Pool Members for the purpose of acquiring and accessing the Coverage. The conditions of membership agreed upon by and between the parties are as follows:

1. Other definitions of terms used in this Agreement:

   a. Administrator. Refers to the entity administering the Coverage.
   b. Provider. Refers to the entity issuing and providing the Coverage.

2. In consideration of the execution of this Agreement by and between the Electing Pool Members and the Fund, the coverage elected by the Electing Pool Member is afforded according to the terms of the Coverage provided by the Provider.

   Each Electing Pool Member agrees to adopt and accept the coverage, provisions, terms, conditions, exclusions, and limitations as further provided for in the Coverage. This Agreement shall be construed to incorporate the Coverage, Declarations, and Agreements and addenda whether physically attached hereto.

3. It is understood that by participating in this risk-sharing mechanism to cover liability exposures, the Electing Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Electing Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Agreement does not agree to expand those limitations.

4. The term of this Agreement and the Coverage provided to the Electing Pool Member shall be continuous commencing 12:01 a.m. on the date designated in the Coverage until terminated by the Electing Pool Member as provided in the Coverage, or until terminated for any reason by the Fund by providing 60 days' written notice to the Electing Pool Member. Changes to the Agreement made during the term, whether requested by the Electing Pool Member or required by the Fund, will be handled by written agreement.

5. The Electing Pool Member agrees that it will appoint a contact of department head rank, and neither the Administrator, the Provider, nor the Fund shall be required to contact any other individual except this one person. Any notice to or agreements with the contact shall be binding upon the Electing Pool Member. The Electing Pool Member reserves the right to change the contact from time to time by giving written notice to the Administrator, the Provider, and the Fund.

6. The Electing Pool Member, via this Agreement, is electing to participate in the Fund only to the extent of acquiring and obtaining access to the Coverage. The Electing Pool Member shall not make contributions to the Fund nor receive the other coverages provided for by the Fund, nor shall the Fund be liable for the payment of claims against or by the Electing Pool Member. The Fund shall only act as the initial holder of the Coverage. The Fund shall not handle any aspects of claims under the Coverage.

   TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ELECTING POOL MEMBER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE FUND, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS (INCLUDING REASONABLE ATTORNEY FEES), EVEN IF SUCH CLAIMS ARISE FROM THE NEGLIGENCE, WHETHER SOLE, JOINT, COMPARATIVE, OR CONCURRENT, OR ALLEGED NEGLIGENCE OF THE FUND, ITS TRUSTEES, OFFICERS, EMPLOYEES, OR AGENTS, THAT MAY BE ASSERTED AGAINST THE FUND ARISING OUT OF THIS AGREEMENT.

The Fund shall not be liable for the administration or handling of claims by or against the Electing Pool Member under the Coverage. Electing Pool Members agree that the Provider and the Administrator are assuming all costs, liabilities, and risks arising from this Agreement and the Coverage, and agree that any grievances, claims, or suits by an Electing Pool Member arising from this Agreement and/or the Coverage shall be brought against only the Provider and/or Administrator.

In connection with claims within the scope of the Coverage, the Administrator shall provide the following services on behalf of the Electing Pool Member as confirmed specifically in the Coverage: overall claims administration; claims servicing including investigation and recommendations; periodic meetings with the Electing Pool Member's contact or claims committee; claims handling; storage and retention of claims records; periodic reports detailing claims and loss information and history. The Electing Pool Member shall comply with all reasonable requirements of the Provider and the Administrator.

Electing Pool Member Fax Number
_____
Fund Contact Information (if different from member)
Address_____
Telephone_____Fax_____
E-mail_____

TO BE COMPLETED BY ELECTING POOL MEMBER:

ELECTING POOL MEMBER'S FUND CONTACT (See Section 5):

Member Name City of College Station

Name of Contact Alison Pond Title Director of Human Resources

Mailing Address PO Box 9960, College Station, TX 77842

Street Address (if different from above) 1101 Texas Avenue

City College Station Zip 77840 Phone 979-764-3517

SIGNATURE OF AUTHORIZED ELECTING POOL MEMBER OFFICIAL

City Manager _____
Title Date

Electing Pool Member's Federal Tax I.D. Number 74-6000534
This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

_____ _____
Title Date

STATEMENT OF RESPONSIBILITY
FOR GROUP CRITICAL ILLNESS

This Statement of Responsibility is entered into by and between the Texas Municipal League Joint Self-Insurance Fund (the "Fund") and the political subdivision of the state of Texas identified below (hereinafter referred to as "Electing Pool Member") which has elected to sign a certain Group Critical Illness Interlocal Agreement to acquire and access Group Critical Illness Coverage, as required by House Bill 4144, passed in the 89th Texas Legislative Session (hereinafter referred to as the "Coverage"). The Coverage shall be issued to the Fund through Metropolitan Life Insurance Company ("MetLife") and shall cover members of the Electing Pool Member.

WITNESSETH:

The undersigned political subdivision has elected to become an Electing Pool Member for the purpose of acquiring and accessing the Coverage and has agreed to adopt and accept the coverage, provisions, terms, conditions, exclusions, and limitations as further provided for in the Coverage. In connection with acquiring and accessing the Coverage, the Electing Pool Member hereby makes the following representations:

1) The Electing Pool Member must enroll all eligible members in the Coverage;
2) The Electing Pool Member shall be required to pay 100% of the premium for enrolled members throughout their entire three-year eligibility period and remit such premium to MetLife through a designated third-party administrator;
3) The Electing Pool Member shall provide all necessary information to MetLife through a designated third-party administrator to administer the Coverage in a timely manner.
4) This provision applies to any Electing Pool Member that is not required, under applicable state law, to offer the Coverage but nonetheless elects to participate in the program. Any such Electing Pool Member agrees as follows: (i) all eligible retirees of the Electing Pool Member must be enrolled in the Coverage while the Electing Pool Member participates in the program; and (ii) the Electing Pool Member shall enroll each retiree and pay the applicable premium for each such retiree for a minimum period of thirty-six (36) months, measured from the effective date of that retiree's Coverage. This obligation shall survive cancellation or termination of participation in the program and shall continue until a full thirty-six (36) months of premium has been paid for each enrolled retiree.

Premiums and fees are due and payable by the Electing Pool Member on the first day of each month for which coverage for members of that Electing Pool Member is to be provided. The Electing Pool Member's first premiums/fees must be paid within 31 days of the effective date of Coverage. If a payment other than the Electing Pool Member's first payment is not received within 31 days after the due date, Coverage will terminate on the earlier of the 31st day following the due date and the date requested in writing by the Electing Pool Member, provided the request is made before the 30th day following the due date. The Electing Pool Member will be liable for payment of the premium and fees which accrue while any Coverage remains in force.

The term of this Statement of Responsibility shall be continuous commencing 12:01 a.m. on the date designated in the Coverage until terminated by the Electing Pool Member or Provider as provided in the Coverage, or until terminated for any reason by the Fund by providing 60 days' written notice to the Electing Pool Member.

Electing Pool Member Fax Number
979-764-3800
Fund Contact Information (if different from member)
Address_____
Telephone_____Fax_____
E-mail_____

TO BE COMPLETED BY ELECTING POOL MEMBER:

ELECTING POOL MEMBER'S FUND CONTACT:

Member Name City of College Station

Name of Contact Alison Pond Title Director of Human Resources

Mailing Address PO Box 9960, College Station, TX 77842

Street Address (if different from above) 1101 Texas Avenue

City College Station Zip 77840 Phone 979-764-3517

SIGNATURE OF AUTHORIZED ELECTING POOL MEMBER OFFICIAL

City Manager

Title Date

Electing Pool Member's Federal Tax I.D. Number 74 6000534

This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title Date

May 18, 2026
Item No. 7.5.
Lost Lawman Memorial Agreement

Sponsor: Jennifer Prochazka, Assistant City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a license agreement with the Sheriffs' Association of Texas for the installation and display of a sculpture, monument, and memorial at Veterans Memorial Park.

Relationship to Strategic Goals:

Recommendation(s): Staff recommends approval of the Memorial License Agreement.

Summary:

This item is an agreement with the Sheriffs' Association to allow for the installation and maintenance of the Lost Lawman Memorial, a memorial dedicated to sheriffs, deputies, and jailers who have died in the line of duty throughout Texas' history, consisting of a bronze statue, granite wall and plaza.

The memorial will be located on the west side of the roundabout closest to the Harvey Road entrance. Construction and maintenance of the improvements are the responsibility of the Association and the term of the agreement is 25 years with automatic five-year renewals.

Budget & Financial Summary: N/A

Attachments:
1. Lost Lawman Agreement 26300531

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300531 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Memorial License Agreement “Lost Lawman Statue"

Name of Contractor: Sheriffs' Association of Texas, Inc.

CONTRACT TOTAL VALUE: $ 0.00 **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)

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 5.18.2026 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

N/A _____ _____
MAYOR (if applicable) DATE

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

9.12.23 UPDATED

CITY OF COLLEGE STATION
MEMORIAL LICENSE AGREEMENT

This **Memorial License Agreement** ("Agreement") is by and between the **City of College Station**, a home rule municipality ("City") and the **Sheriffs' Association of Texas, Inc.**, a Texas non-profit corporation ("Licensee") for the installation and display of a sculpture, monument, or memorial by Licensee, and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged.

RECITALS

WHEREAS, the City is the owner of Veterans Memorial Park and the improvements therein (collectively, the "Park") which is located at 3101 Harvey Road, College Station, Texas 77845; and

WHEREAS, Licensee is the owner of the Lost Lawman Memorial, a memorial dedicated to sheriffs, deputies, and jailers who have died in the line of duty throughout Texas' History, consisting of a bronze statue, granite wall and plaza; and

WHEREAS, the memorial is currently located at 1601 South Interstate Highway 35, Austin, Texas 78741; and

WHEREAS, expansion of Interstate 35 right-of-way at its existing location requires the relocation of the memorial; and

WHEREAS, subject to the terms of this Agreement the City and Licensee agree it is in the best interest of the Parties and the public to install the memorial in the Park on the west side of the roundabout closest to Harvey Road entrance as further depicted on the site plan attached as **Exhibit A** (the "Project Area").

NOW THEREFORE, in consideration of the mutual covenants set out herein, the parties agree as follows.

ARTICLE I
LICENSE

1.1 Grant of License. Subject to the terms and conditions of this Agreement, the City hereby grants a non-exclusive revocable license to Licensee, for the placement, installation, and maintenance of a memorial dedicated to sheriffs, deputies, and jailers who have died in the line of duty throughout Texas' History, consisting of a statue, granite wall, and plaza (the "Memorial") at the Project Area (the "License"). Neither the granting of this License, nor any related permit, constitutes an abandonment by City of its property or any other rights in and to the Project Area. Licensee is expressly stipulating and agreeing by Licensee's acceptance of this License that Licensee neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to City's property. This License shall extend only to the property as

described on **Exhibit A**, and not to any of City's other property. The License is subject to the City's operation of the Park and City reserves the right to restrict access during times when the Park is closed.

1.2 Memorial Events. Licensee is entitled to carry out Memorial-related events in the Park, subject to Park availability, rules and regulations and reasonable safety conditions, including an obligation to obtain any required permits from the City, such permits not to be unreasonably withheld or delayed.

1.3 Term of License. The Agreement term is for twenty-five (25) years and shall automatically renew for five (5) year terms until Licensee removes the Memorial from the Project Area or the License is revoked or terminated.

ARTICLE II
INSTALLATION AND CONSTRUCTION OF MEMORIAL

2.1 Plans. Licensee is solely responsible for the hiring and directing of the necessary licensed, bonded, and insured architects, engineers, and contractors necessary to develop plans or specifications for the construction and installation of the Memorial (the "Plans"). In connection with the construction and development of the Project Area, the City has the right to review and approve the Plans for compliance with relevant ordinances and building codes and potential conflicts with the Park operation. Within twenty (20) business days after a request for approval by Licensee, the City will either (i) provide written approval or (ii) provide written notice setting forth the reasons why such approval was withheld. The Plans shall include the plaza, sidewalks for connectivity, and memorial wall. The Plans must include that the plaza and sidewalks will remain with the site when the statue and memorial wall are removed.

2.2 Construction. Licensee will fabricate, install and construct the Memorial in accordance with the approved Plans which shall include the plaza, sidewalks for connectivity, and memorial wall. Before starting construction, Licensee agrees to provide a proposed construction schedule for review and approval by City. City reserves the right to restrict or limit construction activities on days when the Park is expected to have tournaments or other events where Park use would be detrimentally affected by construction activities. Licensee will use diligent efforts to minimize disruption to City's operation of the Park including keeping vehicle and pedestrian traffic open at all times. Licensee is responsible for repairing any area inside or outside the Project Area that is damaged related to Memorial installation, maintenance, or removal.

2.3 Contractors. The City has no responsibility or liability to any contractor or subcontractor employed by Licensee performing work or services on the Memorial. All contractors and subcontractors shall look exclusively to Licensee for any payments due. Licensee shall be fully responsible to the City for the acts and omissions of its contractors and subcontractors. Nothing contained herein creates any contractual or employment relations between any Licensee contractor or subcontractor and the City. Licensee will obtain from each of its contractors the permits, insurance, bonds, warranties, and indemnities necessary for Licensee to comply with the terms of this Agreement.

2.4 Utilities. Should water, electric, or other utility service be required by the Plans, Licensee bears the sole cost of bringing utilities to the Project Area. City agrees to supply water for irrigation and electricity used for the operation of the Memorial.

ARTICLE III
MAINTENANCE AND REPAIRS

3.1 Licensee Responsibility. Licensee is responsible for maintaining the statue, granite wall, sidewalks and other hardscape elements of the Memorial in good condition, free from accumulation of mineral deposits or scale, moss, lichens, graffiti, and other contaminants.

3.2 City Responsibility. City is responsible for the maintenance of any plantings and other softscape elements of the Memorial in the same manner as City maintains its other landscape installations throughout its parks and other facilities.

3.3 Repairs. Should the Memorial or any of its elements require repairs in the City's opinion, Licensee shall be responsible for the costs of repairs. Repairs requiring the closure of the Memorial to the public shall be coordinated with the City and shall be done to minimize disruption to Park operation.

ARTICLE IV
REMOVAL

4.1 Removal by Licensee. Licensee is free to remove the Memorial at any time during this License. Permanent removal of the statue, granite wall, or other portions of the Memorial vital to the purpose of the Memorial, shall cause the termination of this License. Upon termination of this License, City, in its sole discretion, may require Licensee, at Licensee's own expense, to restore or cause to be restored the Project Area to as good a condition as existed before installation and construction of the Memorial. Licensee shall pay all costs of necessary relocation of any public utilities, facilities, or other improvements of Licensor that may be incurred as a result of any proposed construction or actual construction in the Project Area. The plaza and sidewalks will remain with the site and become the City's property when the statue and memorial wall are permanently removed. The Licensee shall repair, to the City's standards, any damage caused by Licensee to portions of sidewalks, plaza or any other improvements. Temporary removal of portions of the Memorial for modification or replacement shall not cause termination of this License.

4.2 Termination by City. City has the right to terminate this Agreement and revoke the License upon any of the following conditions or events:

1. Licensee has breached the terms of this Agreement, and has failed to cure any such breach within thirty (30) business days following written notice by City; or
2. Licensee fails to maintain the Memorial and has failed to cure any maintenance issues within ninety (90) business days following written notice by City; or
3. The Memorial or a portion thereof constitutes a danger to the public which is not remediable by maintenance or alteration of the improvements; or

4. The Memorial or a portion thereof has expanded beyond the scope of the License; or
5. If the Memorial or a portion thereof constitutes a danger to the public which can be remediated by maintenance or alteration of the improvements, and such maintenance or alteration necessary to alleviate danger to the public has not been made within a reasonable time following written notice of the dangerous condition by the City.

Termination by the City for any of the preceding conditions of events shall require Licensee to remove the statue, granite wall, and other unique elements of the Memorial at its sole expense. If Licensee has not removed the statue, granite wall, and other unique elements of the Memorial within ninety (90) business days following termination and notice to remove, City may remove such elements of the Memorial at its discretion and assess the cost of removal to Licensee. Licensee agrees to reimburse City for the cost of removal and storage until such time as Licensee takes possession of the statue, granite wall and other unique elements of the Memorial.

ARTICLE V
INSURANCE

5.1 Licensee shall require any contractors hired by Licensee for construction or maintenance, to include adding or editing names to the Memorial, to procure and maintain, at the contractors sole cost and expense, sufficient insurance coverage, as herein described, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Licensee or its contractors or their officers, agents, volunteers, and employees.

5.2 The insurance policy shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required of any contractor hired by Licensee for construction or maintenance of the Memorial:

(a) Commercial General Liability;
(b) Business Automobile Liability; and
(c) Workers' Compensation/Employer's Liability.

5.3 Licensee will procure and maintain at its sole cost sufficient event liability insurance for any event the Licensee hosts at the Memorial

ARTICLE VI
INDEMNIFICATION AND RELEASE

6.1 Indemnification. Licensee 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 use of this License by the Licensee 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, Licensee, its contractors, 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.

6.2 Release. Licensee assumes full responsibility for any use of this License 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 Licensee's use of this License. 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, Licensee, its contractors, or any third party. There shall be no additional release other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VII
GENERAL TERMS

7.1 Choice of Law and Venue. This Agreement 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.

7.2 Amendment. This Agreement may only be amended by written instrument approved and executed by the Parties.

7.3 Waiver of Terms. No waiver or deferral by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition. Also, no waiver of a default occurs if a non-defaulting Party fails to immediately declare a default or delays in taking any action regarding a default committed by a defaulting Party.

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

7.5 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.

7.6 Prioritization. Licensee 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 Licensee to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Licensee. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting

addition by Licensee shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

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

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

7.9 Effective Date. This Agreement goes into effect when duly approved by all the parties hereto. The Effective Date is the date the last signing Party executes this Agreement.

7.10 Notice. Any official notice under this Agreement will be sent to the following addresses, with notice mailed via U.S. Mail being sent certified mail with return receipt requested, and notice emailed being sent with read receipt requested:

CITY OF COLLEGE STATION
Attn: Jennifer Prochazka
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
jprochazka@cstx.gov@cstx.gov

SHERIFFS' ASSOCIATION OF TEXAS, INC.
Attn: Thomas Kerss
Executive Director, Sheriffs' Association of Texas
1601 S IH 35
Austin, TX 78741
thomask@txsheriffs.org

Written notice provisions herein shall be satisfied if notice is mailed or emailed in accordance with this section. Notice is considered given when the mailed or emailed notice is received by the recipient.

7.11 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

7.12 Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity, and further, copies of this complete and fully executed Agreement (including copies of signatures) shall have the same force and effect as an original.

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

SHERIFFS' ASSOCIATION OF TEXAS, INC.

By: Thomas Kerss
Thomas Kerss, Executive Director

Date: 4/29/2026

CITY OF COLLEGE STATION

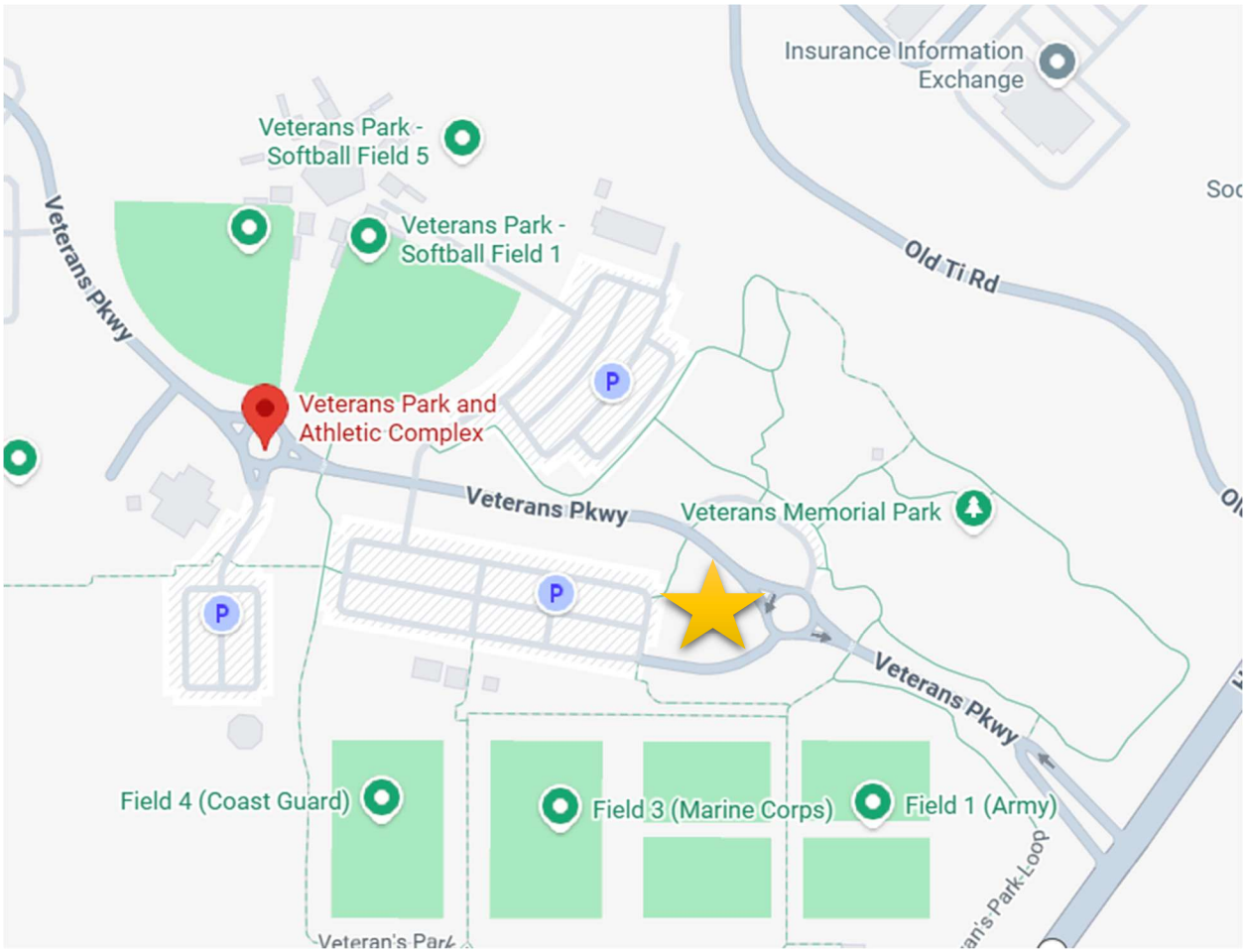
By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
PROJECT AREA
Labeled with a star



May 18, 2026
Item No. 7.6.
Electric Overhead Distribution Projects

Sponsor: Glenn Gavit

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract award to C&G Electrical, LLC, for electric overhead distribution projects in the amount not to exceed $399,063.46.

Relationship to Strategic Goals:
Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends award of bid from C&G Electrical, LLC for RFP 26-055 in the amount not to exceed $399,063.46.

Summary: On March 04, 2026, RFP #26-055 was posted for twenty one (21) miscellaneous overhead distribution construction projects. On March 24, 2026, six (6) sealed proposals were opened and after evaluation, staff recommends award of the proposal with C&G Electrical, LLC, in the amount not to exceed $399,063.46. C&G, Electrical, LLC, provided the highest-ranked proposal.

Budget & Financial Summary: Funds are allocated in the FY27 Electric capital budget.

Attachments:
1. 26300486--(CC 05.18.26)-vendor signed (1)

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300486 PROJECT #: _____ BID/RFP/RFQ#: 26-055

Project Name / Contract Description: Electric Overhead Distribution Projects

Twenty-one miscellaneous overhead distribution construction projects as describe in 26-055 scope of work.

Name of Contractor: C&G Electrical, LLC

CONTRACT TOTAL VALUE: $ 399,063.46 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ■ N/A **Davis Bacon Wages Used** ☐ Yes ■ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A **Buy America Required** ☐ Yes ☐ No ■ N/A

Transparency Report ☐ Yes ☐ No ■ N/A

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

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

CSP/RFP No. 26-055, posted on March 4, 2026, and opened on March 24, 2026, received a total of six (6) responses. Following a comprehensive evaluation of all submissions, the Electric Dept. determined that C&G Electrical, LLC provided the highest-ranked proposal, achieving a score of 94. Based on the evaluation criteria and overall best value to the City, staff recommends award to C&G Electrical, LLC in the amount of $399,063.46.

Electrical capital projects will be expensed as work is completed and invoiced.

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 05/18/2026 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____

ASST CITY MGR – CFO DATE

_____ _____

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

_____ _____

CITY MANAGER DATE

N/A _____ _____

MAYOR (if applicable) DATE

N/A _____ _____

CITY SECRETARY (if applicable) DATE

9.12.23 UPDATED

CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and C&G Electrical, LLC (the "Contractor") for the construction and/or installation of the following:
Twenty-one miscellanous overhead distribution construction projects as described in the CSP/RFP #26-055.

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: N/A and _____**/100 Dollars ($**_____).

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: Three hundred ninety-nine thousand sixty-three dollars and 46 **/100 Dollars ($** 399,063.46).

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 00 **/100 DOLLARS ($** 250.00 **)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (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

C&G ELECTRICAL, LLC

By: Michael Nichols

Printed Name: Michael Nichols

Title: General Manager - Utility Divison

Date: 4/23/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

"General Decision Number: TX20260291 01/02/2026

Superseded General Decision Number: TX20250291

State: Texas

Construction Type: Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SATX2025-004 11/15/2023

	Rates	Fringes
Agricultural Tractor Operator	$ 19.14	0.00
Asphalt Distributor Operator	$ 24.07	0.00
Asphalt Paving Machine Operator	$ 22.12	0.00
Asphalt Raker	$ 19.40	0.00
Boom Truck Operator	$ 27.82	0.00
Broom or Sweeper Operator	$ 18.09	0.00
Concrete Finisher, Paving and Structures	$ 20.61	0.00
Concrete Pavement Finishing Machine Operator	$ 22.81	0.00
Concrete Saw Operator	$ 25.97	0.00
Crane Operator, Hydraulic 80 tons or less	$ 29.24	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 26.47	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 28.87	0.00
Crawler Tractor Operator	$ 20.92	0.00
Directional Drilling Locator	$ 21.39	0.00
Directional Drilling Operator	$ 25.19	0.00
Electrician	$ 30.54	0.00
Excavator Operator, 50,000 pounds or less	$ 22.93	0.00

Excavator Operator, Over 50,000 pounds	$ 22.90	0.00
Flagger	$ 15.52	0.00
Form Builder/Setter, Structures	$ 20.63	0.00
Form Setter, Paving & Curb	$ 19.18	0.00
Foundation Drill Operator, Truck Mounted	$ 24.28	0.00
Front End Loader Operator, 3 CY or Less	$ 20.33	0.00
Front End Loader Operator, Over 3 CY	$ 20.20	0.00
Laborer, Common	$ 17.52	0.00
Laborer, Utility	$ 19.05	0.00
Loader/Backhoe Operator	$ 20.32	0.00
Mechanic	$ 26.15	0.00
Milling Machine Operator	$ 21.73	0.00
Motor Grader Operator, Fine Grade	$ 26.56	0.00
Motor Grader Operator, Rough	$ 22.95	0.00
Off Road Hauler	$ 17.52	0.00
Painter, Structures	$ 23.76	0.00
Pavement Marking Machine Operator	$ 22.00	0.00
Pipelayer	$ 19.23	0.00
Reclaimer/Pulverizer Operator	$ 19.05	0.00
Reinforcing Steel Worker	$ 22.46	0.00
Roller Operator, Asphalt	$ 20.24	0.00
Roller Operator, Other	$ 17.52	0.00
Scraper Operator	$ 17.52	0.00
Servicer	$ 23.75	0.00
Sign Erector	$ 17.52	0.00
Spreader Box Operator	$ 19.31	0.00
Traffic Signal/Light Pole Worker	$ 21.99	0.00
Truck Driver Lowboy Float	$ 25.96	0.00
Truck Driver, Single Axle	$ 19.70	0.00

Truck Driver, Single or
Tandem Axle Dump Truck.....$ 20.91 0.00

Truck Driver, Tandem Axle
Tractor with Semi Trailer.....$ 21.71 0.00

Welder.....$ 23.38 0.00

Work Zone Barricade Servicer.....$ 17.75 0.00

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

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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
"

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. DSP0001618

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

THAT WE, C&G Electrical, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto American 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 Three hundred ninety-nine thousand sixty-three dollars and 46 /100 Dollars ($399,063.46) 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 CSP/RFP #26-055
2026 Overhead Electric Distribution Construction Projects,
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. DSP0001618

FOR THE CONTRACTOR:

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

C&G Electrical, LLC
(Name of Contractor)

By: _____

Name: John C. Wesson

Title: Business Development

Date: 05/18/2026

By: _____

Name: Jennifer Cook

Title: CFO

Date: 05/18/2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: _____

Name: John P. Harney

Title: Witness

Date: 05/18/2026

American Surety Company
(Full Name of Surety)

Attn: CT Corporation System

1999 BRYAN ST, STE 900, Dallas, TX 75201
(Address of Surety for Notice)

By: _____

Name: Josefina Rojo License No. 3103668

Title: Attorney-in-Fact

Date: 05/18/2026

FOR THE CITY:

REVIEWED:

_____
City Attorney

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

_____
City Manager

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

Contract No. 26300486
Construction Agreement Over $50,000
Form 04-20-2023

Bond No.: DSP0001618

AMERICAN SURETY COMPANY

Administrative Office: 201 E. 5th Street, Cincinnati, Ohio 45202

The number of persons authorized by this power of attorney is not more than 12.

POWER OF ATTORNEY

Know All Men by These Presents: That **American Surety Company**, a corporation organized and existing under and by virtue of the laws of the State of Indiana, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Haley Anderson, Kimberly Bragg, Saykham Chanthasone, Sarah E. Green, Melissa Heffernan, John P. Harney, Jessica Hernandez, Matthew Labno, Josefina Rojo, Christina L. Sandoval, Rebecca Sanford, Christopher P. Troha	All of Chicago, IL	$ 25,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.
IN WITNESS WHEREOF the **American Surety Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of October, 2024.

ATTEST:

By: _____
Robert Kuzloski, Secretary

SEAL

By: _____
Timothy D. Martin, President

STATE OF OHIO, COUNTY OF HAMILTON – ss:

On this 7th day of October, 2024 before me, personally appeared Timothy D. Martin, to me known, being duly sworn, deposes and says that he is the President of **American Surety Company**, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and the he signed his name thereto by like authority.

PATRICK J DEMMER
Notary Public, State of Ohio
Commission #: 2023-RE-661396
My Commission Expires 03-20-28

_____
Patrick J. Demmer, Notary Public
State of Ohio

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **American Surety Company** by unanimous written consent effective October 2, 2024.

RESOLVED: That the President be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of the President and any Secretary or Assistant Secretary of the Company may be affixed by electronic means to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Robert Kuzloski, Secretary of **American Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors effective October 2, 2024 have not been revoked and are now in full force and effect.

Signed and sealed this 18th day of May, 2026.

SEAL

_____
Robert Kuzloski, Secretary

This Power of Attorney is not effective unless a Bond Number or the word "Bid" is stated above.

PACW2000V1

TEXAS STATUTORY PAYMENT BOND

Bond No. DSP0001618

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

THAT WE, C&G Electrical, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto American Surety Company, a corporation organized and existing under the laws of the State of Indiana, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Three hundred ninety-nine thousand sixty-three dollars and 46/100 Dollars ($399,063.46) 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 18 day of May, 2026, for CSP/RFP #26-055 2026 Overhead Electric Distribution Construction Projects, 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. DSP0001618

FOR THE CONTRACTOR:

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

C&G Electrical, LLC
(Name of Contractor)

By: [signature]
Name: Jane C. Wiesser
Title: Business Development
Date: 05/18/2026

By: [signature]
Name: Jennifer Cook
Title: CFO
Date: 05/18/2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: [signature]
Name: John P. Harney
Title: Witness
Date: 05/18/2026

American Surety Company
(Full Name of Surety)

Attn: CT Corporation System

1999 BRYAN ST, STE 900, Dallas, TX 75201
(Address of Surety for Notice)

By: [signature]
Name: Josefina Rojo License No. 3103668
Title: Attorney-in-Fact
Date: 05/18/2026

AMERICAN SURETY COMPANY ★★★ SEAL ★★★ INDIANA

FOR THE CITY:

REVIEWED:

City Attorney

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

City Manager

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

Contract No. 26300486
Construction Agreement Over $50,000
Form 04-20-2023

Bond No.: DSP0001618

AMERICAN SURETY COMPANY
Administrative Office: 201 E. 5th Street, Cincinnati, Ohio 45202

The number of persons authorized by this power of attorney is not more than 12.

POWER OF ATTORNEY

Know All Men by These Presents: That **American Surety Company**, a corporation organized and existing under and by virtue of the laws of the State of Indiana, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Haley Anderson, Kimberly Bragg, Saykham Chanthasone, Sarah E. Green, Melissa Heffernan, John P. Harney, Jessica Hernandez, Matthew Labno, Josefina Rojo, Christina L. Sandoval, Rebecca Sanford, Christopher P. Troha	All of Chicago, IL	$ 25,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.
IN WITNESS WHEREOF the **American Surety Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of October, 2024.

ATTEST:

By: _____
Robert Kuzloski, Secretary

SEAL

By: _____
Timothy D. Martin, President

STATE OF OHIO, COUNTY OF HAMILTON – ss:

On this 7th day of October, 2024 before me, personally appeared Timothy D. Martin, to me known, being duly sworn, deposes and says that he is the President of **American Surety Company**, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and the he signed his name thereto by like authority.

PATRICK J DEMMER
Notary Public, State of Ohio
Commission #: 2023-RE-861396
My Commission Expires 03-20-28

_____
Patrick J. Demmer, Notary Public
State of Ohio

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **American Surety Company** by unanimous written consent effective October 2, 2024.

RESOLVED: That the President be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of the President and any Secretary or Assistant Secretary of the Company may be affixed by electronic means to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Robert Kuzloski, Secretary of **American Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors effective October 2, 2024 have not been revoked and are now in full force and effect.

Signed and sealed this 18th day of May, 2026.

SEAL

_____
Robert Kuzloski, Secretary

This Power of Attorney is not effective unless a Bond Number or the word "Bid" is stated above.

PACW2000V1

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2026

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
McAnally Wilkins Insurance, An Alliant Company
P.O. Box 60810
Midland TX 79711

License#: 15714884

CONTACT NAME: Leslie Neatherlin
PHONE (A/C, No, Ext): (432) 685-9325 **FAX (A/C, No):** (432) 685-9399
E-MAIL ADDRESS: LN@mcanallywilkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Com	38911
INSURER B : Berkley Regional Insurance Com	29580
INSURER C : Continental Casualty Company	20443
INSURER D : Texas Mutual Insurance Company	22945
INSURER E : HDI Global Insurance Company	41343
INSURER F :	

INSURED
C & G Electrical, LLC
PO Box 62247
Midland TX 79711
C&GELEC-01

COVERAGES **CERTIFICATE NUMBER:** 1171132003 **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:			EGL004693414	11/1/2025	11/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X CA 99 48 X MCS-90			ECA 3163419-14	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
E	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			B1098M2552631	11/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE Pollution	$ 10,000,000 $ 10,000,000 $ 10,000,000
D	**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		0002069582	11/1/2025	11/1/2026	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
C	Leased & Rented to Others Leased & Rented from Others			PMT7063458315	11/1/2025	11/1/2026	Per Item Per item	$200,000 $200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All policies except Workers' Compensation include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. All policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Policies certified contain 30-day notice of cancellation. The General Liability policy includes a special endorsement that contains "primary & non-contributory" wording.
The Workers' Compensation includes an alternate employer endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

See Attached...

CERTIFICATE HOLDER

City of College Station
PO Box 9973
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

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AGENCY CUSTOMER ID: C&GELEC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
McAnally Wilkins Insurance, An Alliant Company	C & G Electrical, LLC PO Box 62247 Midland TX 79711
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

The General Liability policy includes a special endorsement that contains “primary & non-contributory” wording.

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EXHIBIT D
PLANS AND SPECIFICATIONS

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

26-055 "Overhead Electric Distribution Construction Projects"

SCOPE OF WORK

The City of College Station (COCS) has numerous 12.5 kV overhead power line projects that require construction. The following is a list of construction projects included as part of this bid proposal.

1. **13863 Wellborn Road - Pole Replacement**

   Replace three (3) poles with three (3) 40' wood poles. Transfer all primary and neutral connections, pole mounted equipment, services and secondary risers to new poles. Install two (2) new guys and anchors. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

2. **8111 Bunker Hill Court – Pole & Transformer Replacement**

   Replace two (2) poles with one (1) 35' and one (1) 40' wood poles. Transfer all primary and neutral connections and services to new pole. Install new transformer on new 40' pole and reuse services. Install three (3) new guys and anchors. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

3. **1205 Charles Court - Pole & Transformer Replacement**

   Replace one (1) pole with one (1) 40' wood pole. Transfer all primary and neutral connections, and services to new pole. Install new transformer on new 40' pole and reuse services. Install one (1) new guy and anchor. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

4. **111 Pershing Avenue - Pole & Transformer Replacement**

   Replace one (1) pole with one (1) 40' wood pole and install transformer on new pole. Pole access via driveway at 104 Lee Avenue. Transfer all primary and neutral connections and services to new pole. Install one (1) new guy and anchor. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

5. **2607 Cumberland Court – Pole & Transformer Replacement**

   Replace one (1) pole with one (1) 40' wood pole. Pole access will be through Art & Myra Bright Park along walking path. Install new transformer on new pole and reuse services. Transfer all primary and neutral connections to new pole. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

6. 1821 Langford – Pole & Transformer Replacement

Replace one (1) pole with one (1) 40' wood pole. Install new transformer on new 40' pole and reuse services. Pole access will require backyard equipment. Transfer all primary and neutral connections to new pole. Install one (1) new guy and anchor. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

7. SH 6 & William D Fitch - Pole & Air Break Switch Replacement

Replace one (1) leaning pole with one (1) 45' fiberglass pole. Remove and reinstall motor operated air break switch (SG-142) on new 45' pole. Transfer all primary and neutral connections to new pole. Install one (1) new guy and anchor. COCS construction specifications included in this bid shall be used for this work. Top dead-end pole twelve (12) inches above communication attachments. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets.

8. Rock Prairie Landfill Poles - Pole & Transformer Replacement

Replace six (6) 40' and one (1) 45' pole with five (5) 40' and two (2) 45' fiberglass poles. Install new transformer bank on new pole and remove existing transformer from one pole. Transfer all primary and neutral connections and services to new poles. Install three (3) new guys and anchors. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets.

9. 1209 Boswell - Pole & Transformer Replacement

Replace one (1) pole with one (1) new 40' fiberglass pole. Install new transformer on new pole and reuse services. Transfer all primary and neutral connections and secondary risers to new pole. Install one (1) new guy and anchor. COCS construction specifications included in this bid shall be used for this work. Transfer communication attachments on tangent poles and remove poles. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

10. Winding Road OH Removal - Pole & Transformer Replacement / Overhead (OH) Work

Replace two (2) 40' wood with two (2) 40' fiberglass and one (1) 30' wood with one (1) 35' fiberglass poles. Install new transformer on new pole and install new or reuse services. Remove idle #2 ACSR primary phase and transfer remaining primary and neutral connections, pole mounted equipment, services and secondary risers to new poles. Install one (1) new guy and anchor. Replace one (1) 100W with one (1) 100W Cobrahead street light from retired pole to across street. COCS construction specifications included in this bid shall be used for this work. Transfer communication attachments on tangent poles and remove poles. Top dead-end and angle poles twelve (12) inches above communication attachments. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

11. Brooks Avenue OH Maintenance - Pole & Transformer Replacement / Overhead (OH) Work

Replace three (3) 30' with two (2) wood and one (1) 35' fiberglass poles. Retire one (1) 40' wood pole and overhead primary conductor. Install new transformer on new pole. Transfer all primary and neutral connections and services to new poles. Replace one (1) 100W with one (1) 200W Cobrahead street light. Install one (1) new guy and two (2) new anchors. COCS construction specifications included in this bid shall be used for this work. Transfer communication attachments on tangent poles and remove poles. Top dead-end and angle poles twelve (12) inches above communication attachments. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

12. 3454 F&B Road – Pole Replacement / Overhead (OH) Work

Replace three (3) 40' and one (1) 45' pole with four (4) 45' fiberglass poles. Transfer all primary and neutral connections to new poles. Install 3 phase #4/0 ACSR and coordinate with TAMU at shared pole location. Install three (3) new guys and anchors. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets.

13. Rose Circle Pole Inspection - Pole & Transformer Replacement

Replace eleven (11) wood poles with one (1) new 35' and ten (10) new 40' wood poles. Install new transformer at three (3) locations on new pole. Remove second transformer and security light at on separate poles. Transfer all primary and neutral connections, pole mounted equipment, services, and secondary risers to new pole. Install five (5) new guys and anchors. COCS construction specifications included in this bid shall be used for this work. Transfer communication attachments on tangent poles and remove poles. Top dead-end and angle poles twelve (12) inches above communication attachments. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

14. Deacon and Rio Grande - Pole Replacement

Replace one (1) 40' wood pole with one (1) 45' fiberglass pole. Transfer all primary and neutral connections, pole mounted equipment and secondary to new pole. Install one (1) new guy and connect to existing anchor. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets.

15. 1007 Holt Street - Pole & Transformer Replacement / Remove Open Secondary

Replace four (4) 45' wood poles with four (4) new 45' wood poles. Remove rusted two-pot transformer bank and replace with single transformer. Remove open wire secondary street light. Install new transformer at one (1) location on new pole. Retire #1/0 ACSR on crossarms and change remaining center phase jumper to phase A. Transfer all primary and neutral connections, pole mounted equipment, and services to new poles. Install two (2) new guys and one (1) new anchor. Replace fuse cutout and fuse link at one (1) pole. COCS construction specifications included in this bid shall be used for this work. Transfer communication attachments on tangent poles and remove poles. Top dead-end and angle poles twelve (12) inches above communication attachments. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

16. 1009 Dominik - Pole Replacement / Overhead (OH) Work

Replace poles 3220-00 and 3210-05. Replace arrester, rework and straighten pole 3212-00. Replace anchor on pole 3211-05 and rework pole top. Straighten pole 3211-05A and install pole key. Replace pole 32120-05. Replace blown riser arrester and update riser and primary assemblies. Remove security light, service, and upgrade primary assembly. Remove poles 31214-05 and 3214-10 and spans. Remove service, guy, and anchor at pole 3214-10A. Refeed service pole by existing 2" conduit from transformer 32150-03. Install service riser on pole and raise service to 1203 Munson. Transfer communication attachments on tangent poles and remove poles. Top dead-end and angle poles twelve (12) inches above communication attachments. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

17. San Benito Drive OH Tap Maintenance – Pole & Transformer Replacement

Replace eleven (11) wood poles with one (1) new 35' fiberglass, two (2) new 40' fiberglass, and eight (8) new 40' wood poles. Install new transformer at nine (9) locations on new pole and install new or reuse services. Transfer all primary and neutral connections, and services to new poles. Install eleven (11) new guys and six (6) new anchors. Transfer communication attachments on tangent poles and remove poles. Top dead-end and angle poles twelve (12) inches above communication attachments. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

18. Post Oak Circle Pole - Pole & Transformer Replacement

Replace eleven (11) wood poles with one (1) new 35' fiberglass, two (2) new 40' fiberglass, one (1) 35' wood, six (6) 40' wood and one (1) new 45' wood poles. Install new transformer at three (3) locations on new pole. Transfer all primary and neutral connections, services, and secondary risers to new poles. Install six (6) new guys and anchors. Replace fuse link at one (1) location. Transfer communication attachments on tangent poles and remove poles. Top dead-end and angle poles twelve (12) inches above communication attachments. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

19. Normand Drive OH Tap Maintenance - Pole & Transformer Replacement

Replace eighteen (18) wood poles with one (1) new 35' and seventeen (17) new 40' wood poles. Install new transformer at seventeen (17) locations on new poles. Transfer all primary and neutral connections and services to new poles. Install nine (9) new guys and anchors. Project being done to reduce outages due to wildlife and has limited access. Transfer communication attachments on tangent poles and remove poles. Top dead-end and angle poles twelve (12) inches above communication attachments. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

20. Haley Place OH Maintenance - Pole & Transformer Replacement / OH Work

Replace eight (8) wood poles with one (1) new 35' fiberglass, one (1) new 40' fiberglass, one (1) new 35' wood and five (5) new 40' wood poles. Install new transformer at ten (10) locations on new poles. Retire #2 ACSR on six (6) spans. Top three (3) poles and rework secondary at three (3) poles. Transfer all primary and neutral connections and services to new poles. Install nine (9) new guys and anchors. Transfer communication attachments on tangent poles and remove poles. Top dead-end and angle poles twelve (12) inches above communication attachments. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

21. Ashburn OH Maintenance - Pole & Transformer Replacement / OH Work

Replace four (4) wood poles with one (1) 35' wood pole and three (3) 40' wood poles. Install new transformer at three (3) locations on new pole. Retire #2 ACSR on six (6) spans and replace quadplex with triplex on four (4) spans. Transfer all primary and neutral connections and services to new poles. Install four (4) new guys and anchors. Transfer communication attachments on tangent poles and remove poles. COCS construction specifications included in this bid shall be used for this work. All digging for all new poles to be set, all conduit work, and all repulling of wire to be included. Retire all units called out in staking sheets. This project is in a residential area with rear-lot utilities.

All twenty-one (21) projects will be further described in the COCS construction drawings and staking sheets and all work is to be performed on energized lines.

The total number of calendar days to be substantially complete with construction is 180 days.

The Contractor shall only furnish any miscellaneous materials required including, but not limited to, concrete, asphalt, backfill material, and water. COCS will furnish all of the remaining overhead and underground electric materials including conduit for this project. The Contractor shall include the miscellaneous material price in their bid unit pricing.

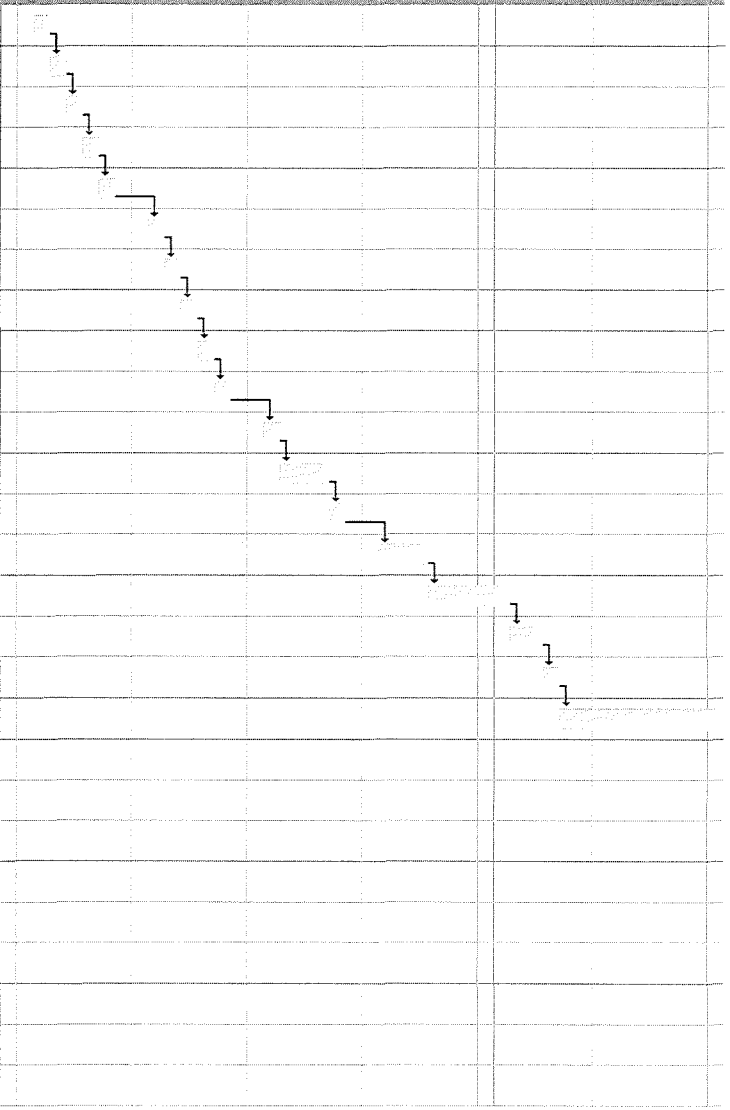
EXHIBIT E
CONSTRUCTION SCHEDULE

The total number of calendar days to be substantially complete with construction is Seventy (70) days from Notice of to Proceed as stated from C&G Electrical, LLC response to CSP/RFP #26-055

College Station - CSP/RFP N0. 26-055

C&G ELECTRICAL
Critical Infrastructure

	Primary Column	Start	Finish	Duration
1	NTP Issued by City	06/03/24	06/03/24	1d
2	One Calls	06/04/24	06/04/24	1d
3	Mobilization	06/05/24	06/05/24	1d
4	Kickoff Meeting with City	06/06/24	06/06/24	1d
5	13863 Welborn Road - Pole Replacement	06/07/24	06/07/24	1d
6	8111 Bunker Hill Court – Pole & Transformer Replacement	06/10/24	06/10/24	1d
7	1205 Charles Court - Pole & Transformer Replacement	06/11/24	06/11/24	1d
8	111 Pershing Avenue – Pole & Transformer Replacement	06/12/24	06/12/24	1d
9	2607 Cumberland Court – Pole & Transformer Replacemer	06/13/24	06/13/24	1d
10	1821 Langford – Pole & Transformer Replacement	06/14/24	06/14/24	1d
11	SH 6 & William D Fitch - Pole & Air Break Switch Replacen	06/17/24	06/17/24	1d
12	Rock Prairie Landfill Poles - Pole & Transformer Replacem	06/18/24	06/20/24	3d
13	1209 Boswell - Pole & Transformer Replacement	06/21/24	06/21/24	1d
14	Winding Road OH Removal - Pole & Transformer Replacer	06/24/24	06/26/24	3d
15	Brooks Avenue OH Maintenance - Pole & Transformer Rep	06/27/24	07/01/24	3d
16	3454 F&B Road – Pole Replacement / Overhead (OH) Wor	07/02/24	07/03/24	2d
17	4th of July Holiday	07/04/24	07/04/24	1d
18	Rose Circle Pole Inspection - Pole & Transformer Replacer	07/05/24	07/16/24	8d
19	Deacon and Rio Grande - Pole Replacement	07/17/24	07/17/24	1d
20	1007 Holt Street - Pole & Transformer Replacement / Rem	07/18/24	07/22/24	3d
21	1009 Dominik - Pole Replacement / Overhead (OH) Work	07/23/24	07/26/24	4d
22	San Benito Drive OH Tap Maintenance – Pole & Transform	07/29/24	08/06/24	7d
23	Post Oak Circle Pole - Pole & Transformer Replacement	08/07/24	08/15/24	7d
24	Normand Drive OH Tap Maintenance - Pole & Transformer	08/16/24	09/03/24	13d
25	Haley Place OH Maintenance - Pole & Transformer Replac	09/04/24	09/13/24	8d
26	Ashburn OH Maintenance - Pole & Transformer Replacem	09/16/24	09/19/24	4d
27	Inclement Weather / Rainout Days	09/20/24	09/26/24	5d



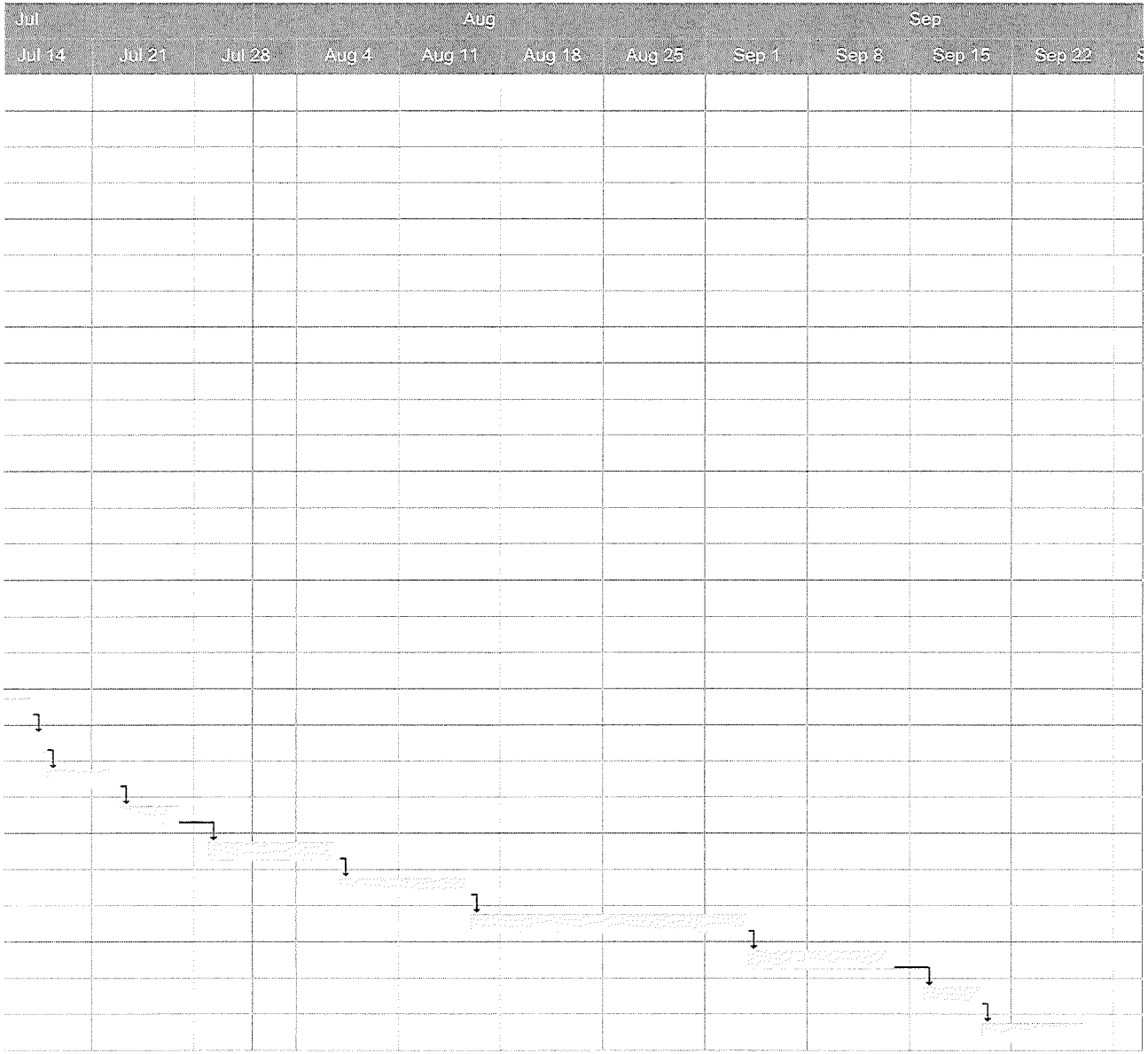

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Sep 22

EXHIBIT F
SCHEDULE OF VALUES

PROPOSAL FORM

Date: 3/23/2026

PROPOSAL FROM: C&G Electric LLC.

PROPOSAL TO: City Of College Station
1101 Texas Ave.
College Station, TX 77842

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of the **2026 Electric Overhead Distribution Projects** and to perform the work required for the construction of said **twenty-one projects** at the listed location set out by the Plans and Specifications in 26-055, in strict accordance with the Contract Documents.

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

In submitting this Proposal, it is understood that this Proposal may not be altered or withdrawn for ninety (90) days, and that the Owner has reserved the right to reject any and all Proposals.

The Undersigned certifies that this Proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Proposals on this work, for the following sum or prices to wit:

BASE PROPOSAL: Stipulated Total Bid of: ($ 399,063.46)
Total from excel summary Page

CALENDAR DAYS: Total number of calendar days to substantial completion is 70 days.

RECEIPT OF ADDENDA
I hereby acknowledge receipt of the following Addenda: M.N

CONTRACTOR NAME: C&G Electric LLC.

CONTRACTOR SIGNATURE: Michael Nichols

Item No.	Unit No.	Description	Unit	UG/ OH	QTY #	Unit Price Total $	Extended Price $
1	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	3	$ 433.90	$ 1,301.70
2	(NEW) DA4	SINGLE PHASE ANGLE 60-90 DEG	EA	OH	1	$ 523.39	$ 523.39
3	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	2	$ 69.40	$ 138.80
4	(NEW) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	2	$ 173.21	$ 346.42
5	(NEW) DFA1	SINGLE PH SINGLE SUPPORT FIBER	EA	OH	2	$ 146.89	$ 293.78
6	(NEW) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	1	$ 209.41	$ 209.41
7	(NEW) DK14	SERVICE CLEVIS	EA	OH	1	$ 68.54	$ 68.54
8	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
9	(NEW) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	2	$ 74.08	$ 148.16
10	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	3	$ 7.46	$ 22.38
11	(R) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	3	$ 318.62	$ 955.86
12	(R) DA1	SINGLE PHASE SINGLE SUPPORT	EA	OH	2	$ 141.33	$ 282.66
13	(R) DA4	SINGLE PHASE ANGLE 60-90 DEG	EA	OH	1	$ 331.67	$ 331.67
14	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	2	$ 43.93	$ 87.86
15	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	2	$ 25.80	$ 51.60
16	(R) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	1	$ 148.43	$ 148.43
17	(R) DK14	SERVICE CLEVIS	EA	OH	1	$ 34.23	$ 34.23
18	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 52.92	$ 52.92
19	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	2	$ 52.92	$ 105.84
20	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	3	$ 7.46	$ 22.38
21	(R) DM5-6	ARRESTER LIGHTNING 10KV HD	EA	OH	1	$ 68.34	$ 68.34
22	(R) DM5-9	CUTOUT SINGLE SHOT	EA	OH	1	$ 27.20	$ 27.20
23	(R) DUM5	RISER 2 inch SECONDARY GRD CLAMP	EA	OH	1	$ 14.91	$ 14.91
24	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 555.97
TOTAL FOR CONSTRUCTION UNITS							$ 5,866.53

Item No.	Unit No.	Description	Unit	UG/ OH	QTY #	Unit Price Total $	Extended Price $
1	(NEW) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	1	$ 433.90	$ 433.90
2	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	1	$ 433.90	$ 433.90
3	(NEW) DA4	SINGLE PHASE ANGLE 60-90 DEG	EA	OH	1	$ 523.39	$ 523.39
4	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	3	$ 69.40	$ 208.20
5	(NEW) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	3	$ 173.21	$ 519.63
6	(NEW) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	1	$ 209.41	$ 209.41
7	(NEW) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
8	(NEW) DK14	SERVICE CLEVIS	EA	OH	2	$ 68.54	$ 137.08
9	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
10	(NEW) DM5-21	EYEBOLT W/ANCHOR SHACKLE	EA	OH	1	$ 11.75	$ 11.75
11	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	2	$ 7.46	$ 14.92
12	(R) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	1	$ 318.62	$ 318.62
13	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	1	$ 318.62	$ 318.62
14	(R) DA4	SINGLE PHASE ANGLE 60-90 DEG	EA	OH	1	$ 331.67	$ 331.67
15	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	3	$ 43.93	$ 131.79
16	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	3	$ 25.80	$ 77.40
17	(R) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	1	$ 148.43	$ 148.43
18	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
19	(R) DK14	SERVICE CLEVIS	EA	OH	1	$ 34.23	$ 34.23
20	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 52.92	$ 52.92
21	(R) DM5-21	EYEBOLT W/ANCHOR SHACKLE	EA	OH	2	$ 6.75	$ 13.50
22	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	2	$ 7.46	$ 14.92
23	(R) DUM5	RISER 2 inch SECONDARY GRD CLAMP	EA	OH	1	$ 14.91	$ 14.91
24	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 1,136.78
TOTAL FOR CONSTRUCTION UNITS							$ 5,517.89

Item No.	Unit No.	Description	Unit	UG/ OH	QTY #	Unit Price Total $	Extended Price $
1	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	1	$ 433.90	$ 433.90
2	(NEW) DA4	SINGLE PHASE ANGLE 60-90 DEG	EA	OH	1	$ 523.39	$ 523.39
3	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	$ 69.40	$ 69.40
4	(NEW) DE3-10	PLASTIC GUY GUARD	EA	OH	1	$ 19.69	$ 19.69
5	(NEW) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	1	$ 173.21	$ 173.21
6	(NEW) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 209.41	$ 209.41
7	(NEW) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
8	(NEW) DK14	SERVICE CLEVIS	EA	OH	1	$ 68.54	$ 68.54
9	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
10	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
11	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	1	$ 318.62	$ 318.62
12	(R) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	2	$ 170.63	$ 341.26
13	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	$ 43.93	$ 43.93
14	(R) DE3-10	PLASTIC GUY GUARD	EA	OH	1	$ 12.81	$ 12.81
15	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	1	$ 25.80	$ 25.80
16	(R) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 148.43	$ 148.43
17	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
18	(R) DK14	SERVICE CLEVIS	EA	OH	1	$ 34.23	$ 34.23
19	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 52.92	$ 52.92
20	(R) DM5-2	INSULATOR PRI. W/PIN POLE TOP	EA	OH	1	$ 31.16	$ 31.16
21	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
22	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 158.45
TOTAL FOR CONSTRUCTION UNITS							$ 3,111.99

Item No.	Unit No.	Description	Unit	UG/ OH	QTY #	Unit Price Total $	Extended Price $
1	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	1	$ 433.90	$ 433.90
2	(NEW) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	$ 205.65	$ 205.65
3	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	$ 69.40	$ 69.40
4	(NEW) DE3-10	PLASTIC GUY GUARD	EA	OH	1	$ 19.69	$ 19.69
5	(NEW) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	1	$ 173.21	$ 173.21
6	(NEW) DGP75-120/240	75KVA POLE CONV. 120/240	EA	OH	1	$ 618.12	$ 618.12
7	(NEW) DK14	SERVICE CLEVIS	EA	OH	2	$ 68.54	$ 137.08
8	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
9	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
10	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	1	$ 318.62	$ 318.62
11	(R) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	$ 170.63	$ 170.63
12	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	$ 43.93	$ 43.93
13	(R) DE3-10	PLASTIC GUY GUARD	EA	OH	1	$ 12.81	$ 12.81
14	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	1	$ 25.80	$ 25.80
15	(R) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 148.43	$ 148.43
16	(R) DGP37.5-120/240	37.5KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
17	(R) DK14	SERVICE CLEVIS	EA	OH	2	$ 34.23	$ 68.46
18	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 52.92	$ 52.92
19	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
20	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 397.47
TOTAL FOR CONSTRUCTION UNITS							$ 3,133.55

Item No.	Unit No.	Description	Unit	UG/ OH	QTY #	Unit Price Total $	Extended Price $
1	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	1	$ 433.90	$ 433.90
2	(NEW) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	$ 205.65	$ 205.65
3	(NEW) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 209.41	$ 209.41
4	(NEW) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
5	(NEW) DK14	SERVICE CLEVIS	EA	OH	1	$ 68.54	$ 68.54
6	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
7	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
8	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	1	$ 318.62	$ 318.62
9	(R) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	$ 170.63	$ 170.63
10	(R) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 148.43	$ 148.43
11	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
12	(R) DK14	SERVICE CLEVIS	EA	OH	1	$ 34.23	$ 34.23
13	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 52.92	$ 52.92
14	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
15	(R) DM5-6T	ARRESTER LIGHTNING TANK MOUNT	EA	OH	1	$ 68.34	$ 68.34
16	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 1,136.78
TOTAL FOR CONSTRUCTION UNITS							$ 3,294.29

Item No.	Unit No.	Description	Unit	UG/ OH	QTY #	Unit Price Total $	Extended Price $
1	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	1	$ 433.90	$ 433.90
2	(NEW) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	$ 205.65	$ 205.65
3	(NEW) DE2-2	3/8 SINGLE OVHD GUY BOLTED	EA	OH	1	$ 69.40	$ 69.40
4	(NEW) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	1	$ 69.40	$ 69.40
5	(NEW) DF1-2H	ANCHOR DBL HELIX	EA	OH	1	$ 158.06	$ 158.06
6	(NEW) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 209.41	$ 209.41
7	(NEW) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
8	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
9	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
10	(R) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	1	$ 318.62	$ 318.62
11	(R) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	$ 170.63	$ 170.63
12	(R) DE3-2	3/8 SINGLE DOWN GUY WRAPPED	EA	OH	1	$ 43.93	$ 43.93
13	(R) DF1-4	REFERENCE DF1-2	EA	OH	1	$ 40.87	$ 40.87
14	(R) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 148.43	$ 148.43
15	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
16	(R) DK14	SERVICE CLEVIS	EA	OH	1	$ 34.23	$ 34.23
17	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 52.92	$ 52.92
18	(R) DM5-21	EYEBOLT W/ANCHOR SHACKLE	EA	OH	1	$ 6.75	$ 6.75
19	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
20	(R) DM5-6T	ARRESTER LIGHTNING TANK MOUNT	EA	OH	1	$ 68.34	$ 68.34
21	(R) DM5-9	CUTOUT SINGLE SHOT	EA	OH	1	$ 27.20	$ 27.20
22	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 978.89
		TOTAL FOR CONSTRUCTION UNITS					$ 3,483.47

Item No.	Unit No.	Description	Unit	UG/ OH	QTY #	Unit Price Total $	Extended Price $
1	(NEW) D45-FBR	POLE 45 FT. FIBERGLASS/COMPOSITE	EA	OH	1	$ 433.90	$ 433.90
2	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	$ 69.40	$ 69.40
3	(NEW) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	1	$ 69.40	$ 69.40
4	(NEW) DF1-3H	ANCHOR TRP HELIX	EA	OH	1	$ 158.06	$ 158.06
5	(NEW) DFC8A	3 PHASE FIBERARM DBL DEADEND	EA	OH	1	$ 829.90	$ 829.90
6	(NEW) DK14	SERVICE CLEVIS	EA	OH	1	$ 68.54	$ 68.54
7	(NEW) DM2-11	GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
8	(NEW) DM2-1F	POLE GROUND FIBERGLASS GR ROD	EA	OH	1	$ 74.08	$ 74.08
9	(NEW) DM3-15	3 PH AIR BREAK SWITCH(GANG OP)	EA	OH	1	$ 1,939.03	$ 1,939.03
10	(NEW) DM3-MO-TOR	MOTOR OPERATORS - TORSIONAL MOTION	EA	OH	1	$ 40.10	$ 40.10
11	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
12	(NEW) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	3	$ 38.95	$ 116.85
13	(R) D45-2	POLE 45 ft. CLASS 2 WOOD	EA	OH	1	$ 318.62	$ 318.62
14	(R) DE12X	3/8 DBL DOWN GUY TEE PLATE	EA	OH	1	$ 125.88	$ 125.88
15	(R) DE3-2	3/8 SINGLE DOWN GUY WRAPPED	EA	OH	1	$ 43.93	$ 43.93
16	(R) DF1-3H	ANCHOR TRP HELIX	EA	OH	1	$ 158.06	$ 158.06
17	(R) DFC8A	3 PHASE FIBERARM DBL DEADEND	EA	OH	1	$ 536.98	$ 536.98
18	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	1	$ 52.92	$ 52.92
19	(R) DM3-15	3 PH AIR BREAK SWITCH(GANG OP)	EA	OH	1	$ 1,079.59	$ 1,079.59
20	(R) DM3-MO-TOR	MOTOR OPERATORS - TORSIONAL MOTION	EA	OH	1	$ 11.44	$ 11.44
21	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
22	(R) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	3	$ 31.16	$ 93.48
23	COMM	Communications - transfer or top	EA	OH	1	$ 78.58	$ 78.58
24	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ -
TOTAL FOR CONSTRUCTION UNITS							$ 6,387.74

Item No.	Unit No.	Description	Unit	UG/ OH	QTY #	Unit Price Total $	Extended Price $
1	(NEW) D40-FBR	POLE 40 FT. FIBERGLASS/COMPOSITE	EA	OH	5	$ 433.90	$ 2,169.50
2	(NEW) D45-FBR	POLE 45 FT. FIBERGLASS/COMPOSITE	EA	OH	2	$ 433.90	$ 867.80
3	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	3	$ 69.40	$ 208.20
4	(NEW) DE3-10	PLASTIC GUY GUARD	EA	OH	2	$ 19.69	$ 39.38
5	(NEW) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	3	$ 69.40	$ 208.20
6	(NEW) DF1-2H	ANCHOR DBL HELIX	EA	OH	3	$ 158.06	$ 474.18
7	(NEW) DFC1	3-PHASE FIBERGLASS CROSS ARM 0-5 DEG	EA	OH	5	$ 269.22	$ 1,346.10
8	(NEW) DFC2	3-PHASE FIBERGLASS CROSS ARM 5-30 DEG	EA	OH	1	$ 391.55	$ 391.55
9	(NEW) DG314	3 PH TRANSFORMER BANK	EA	OH	1	$ 878.67	$ 878.67
10	(NEW) DGP25-277/480	25KVA POLE CONV. 120/240	EA	OH	3	$ 209.41	$ 628.23
11	(NEW) DK14	SERVICE CLEVIS	EA	OH	1	$ 68.54	$ 68.54
12	(NEW) DM2-11	GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
13	(NEW) DM2-1F	POLE GROUND FIBERGLASS GR ROD	EA	OH	6	$ 74.08	$ 444.48
14	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	7	$ 7.46	$ 52.22
15	(NEW) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	2	$ 38.95	$ 77.90
16	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	6	$ 318.62	$ 1,911.72
17	(R) D45-2	POLE 45 ft. CLASS 2 WOOD	EA	OH	1	$ 318.62	$ 318.62
18	(R) DC1	3 PHASE XARM SUP 0-5 DEG	EA	OH	5	$ 239.67	$ 1,198.35
19	(R) DC2-2	3 PHASE DBL SUP 5-30 DEG	EA	OH	1	$ 362.92	$ 362.92
20	(R) DC7	3 PHASE XARM DEADEND	EA	OH	2	$ 308.64	$ 617.28
21	(R) DE3-10	PLASTIC GUY GUARD	EA	OH	2	$ 12.81	$ 25.62
22	(R) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	6	$ 43.93	$ 263.58
23	(R) DF1-3	ANCHOR EXPANDING 10,000 LBS	EA	OH	3	$ 40.87	$ 122.61
24	(R) DG310	3 PH. TRANSFORMER BANK	EA	OH	1	$ 588.09	$ 588.09
25	(R) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	1	$ 148.43	$ 148.43
26	(R) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
27	(R) DGP25-277/480	25KVA POLE CONV. 277/480	EA	OH	3	$ 148.43	$ 445.29
28	(R) DK14	SERVICE CLEVIS	EA	OH	1	$ 34.23	$ 34.23
29	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 52.92	$ 52.92
30	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	6	$ 52.92	$ 317.52
31	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	7	$ 7.46	$ 52.22
32	(R) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	2	$ 31.16	$ 62.32
33	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ -
TOTAL FOR CONSTRUCTION UNITS							$ 14,599.18

Item No.	Unit No.	Description	Unit	UG/ OH	QTY #	Unit Price Total $	Extended Price $
1	(NEW) DA6	1 PHASE DEADEND DOUBLE	EA	OH	1	$ 439.17	$ 439.17
2	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	$ 69.40	$ 69.40
3	(NEW) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	1	$ 173.21	$ 173.21
4	(NEW) DF40-FIBER	POLE 40 ft. FIBERGLASS COMPOSITE	EA	OH	1	$ 433.90	$ 433.90
5	(NEW) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	1	$ 209.41	$ 209.41
6	(NEW) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
7	(NEW) DK14	SERVICE CLEVIS	EA	OH	1	$ 68.54	$ 68.54
8	(NEW) DM2-1F	POLE GROUND FIBERGLASS GR ROD	EA	OH	1	$ 74.08	$ 74.08
9	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
10	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	1	$ 318.62	$ 318.62
11	(R) DA6	1 PHASE SINGLE DEADEND	EA	OH	1	$ 238.65	$ 238.65
12	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	$ 43.93	$ 43.93
13	(R) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	1	$ 148.43	$ 148.43
14	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
15	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 52.92	$ 52.92
16	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
17	(R) DM5-4	INSULATOR W/PIN 90 DEG TO POLE	EA	OH	1	$ 42.36	$ 42.36
18	COMM	Communications - transfer or top	EA	OH	1	$ 78.58	$ 78.58
19	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 976.89
TOTAL FOR CONSTRUCTION UNITS							$ 3,740.85

Item No.	Unit No.	Description	Unit	UG/ OH	QTY #	Unit Price Total $	Extended Price $
1	(NEW) D35-FBR	POLE 35 FT. FIBERGLASS TAPERED	EA	OH	1	$ 433.90	$ 433.90
2	(NEW) DA1-1	SINGLE PHASE DOUBLE SUPPORT	EA	OH	1	$ 160.65	$ 160.65
3	(NEW) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	$ 205.65	$ 205.65
4	(NEW) DA5-1	SINGLE PHASE TAP	EA	OH	2	$ 260.48	$ 520.96
5	(NEW) DA5-3	1 PHASE TAP FROM 1 PHASE TAP	EA	OH	1	$ 351.79	$ 351.79
6	(NEW) DBL6	6' STEEL MOUNTING ARM	EA	OH	1	$ 132.46	$ 132.46
7	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	$ 69.40	$ 69.40
8	(NEW) DE2-2	3/8 SINGLE OVHD GUY BOLTED	EA	OH	1	$ 69.40	$ 69.40
9	(NEW) DF1-2H	ANCHOR DBL HELIX	EA	OH	1	$ 158.06	$ 158.06
10	(NEW) DF40-FIBER	POLE 40 ft. FIBERGLASS COMPOSITE	EA	OH	2	$ 433.90	$ 867.80
11	(NEW) DFA1	SINGLE PH SINGLE SUPPORT FIBER	EA	OH	8	$ 146.89	$ 1,175.12
12	(NEW) DFC2-2	3 PHASE DBL FIBER SUP 5-30 DEG	EA	OH	1	$ 391.55	$ 391.55
13	(NEW) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	1	$ 209.41	$ 209.41
14	(NEW) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
15	(NEW) DK14	SERVICE CLEVIS	EA	OH	2	$ 68.54	$ 137.08
16	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
17	(NEW) DM2-11	GROUND ROD	EA	OH	2	$ 74.08	$ 148.16
18	(NEW) DM2-1F	POLE GROUND FIBERGLASS GR ROD	EA	OH	1	$ 74.08	$ 74.08
19	(NEW) DM26-5-LED130	LED 130 COBRAHEAD BRONZE (200W)	EA	OH	1	$ 239.83	$ 239.83
20	(NEW) DM26-EYE-DIMGPS	ROAM PHOTO CONTROL DIMMING/GPS	EA	OH	1	$ 134.22	$ 134.22
21	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	3	$ 7.46	$ 22.38
22	(NEW) DUM5-1-1-SL	RISER 1 INCH SECONDARY	EA	UG	1	$ 150.78	$ 150.78
23	(R) D-#2-ACSR	#2 ACSR OVERHEAD WIRE	FT	OH	1,714	$ 0.35	$ 599.90
24	(R) D30-4	POLE 30 ft. CLASS 4 WOOD	EA	OH	1	$ 318.62	$ 318.62
25	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	2	$ 318.62	$ 637.24
26	(R) DA1-1	SINGLE PHASE DOUBLE SUPPORT	EA	OH	1	$ 141.33	$ 141.33
27	(R) DB1	2 PHASE XARM 0 - 5 DEG	EA	OH	8	$ 217.41	$ 1,739.28
28	(R) DB7	2 PHASE XARM DEADEND	EA	OH	3	$ 292.22	$ 876.66
29	(R) DC2-2	3 PHASE DBL SUP 5-30 DEG	EA	OH	1	$ 362.92	$ 362.92
30	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	$ 43.93	$ 43.93
31	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	1	$ 25.80	$ 25.80
32	(R) DFB1	2 PHASE FIBERARM SUP 0-5 DEG	EA	OH	1	$ 217.40	$ 217.40
33	(R) DFB7	2 PH FIBERARM SINL.DEADENG SM	EA	OH	1	$ 292.22	$ 292.22
34	(R) DGP10-120/240	10KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
35	(R) DJ6	SWINGING CLEVIS W/INSULATOR	EA	OH	1	$ 34.23	$ 34.23
36	(R) DK10	HOUSE KNOB SERVICE	EA	OH	1	$ 34.23	$ 34.23
37	(R) DK14	SERVICE CLEVIS	EA	OH	1	$ 34.23	$ 34.23
38	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 52.92	$ 52.92
39	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	1	$ 52.92	$ 52.92
40	(R) DM26-5-LED50	LED 50 COBRAHEAD BRONZE (100W)	EA	OH	1	$ 190.78	$ 190.78
41	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	3	$ 7.46	$ 22.38
42	(R) DM5-6	ARRESTER LIGHTNING 10KV HD	EA	OH	3	$ 68.34	$ 205.02
43	(R) DM5-9	CUTOUT SINGLE SHOT	EA	OH	1	$ 27.20	$ 27.20
44	(R) DUM5	RISER 2 inch SECONDARY GRD CLAMP	EA	OH	1	$ 14.91	$ 14.91
45	(R) DUM5-1-1-SL	RISER 1 inch SECONDARY	EA	OH	1	$ 110.52	$ 110.52
46	COMM	Communications - transfer or top	EA	OH	2	$ 78.58	$ 157.16
47	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 2,665.69
TOTAL FOR CONSTRUCTION UNITS							$ 14,942.09

Item No.	Unit No.	Description	Unit	UG/ OH	QTY #	Unit Price Total $	Extended Price $
1	(NEW) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	2	$ 433.90	$ 867.80
2	(NEW) D35-FBR	POLE 35 FT. FIBERGLASS TAPERED	EA	OH	1	$ 433.90	$ 433.90
3	(NEW) DBL8	STEET LIGHT 8 FT. ARM	EA	OH	1	$ 148.50	$ 148.50
4	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	$ 69.40	$ 69.40
5	(NEW) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	2	$ 173.21	$ 346.42
6	(NEW) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	4	$ 209.41	$ 837.64
7	(NEW) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
8	(NEW) DK14	SERVICE CLEVIS	EA	OH	4	$ 68.54	$ 274.16
9	(NEW) DM26-5-LED50	LED 50 COBRAHEAD BRONZE (100W)	EA	OH	1	$ 239.83	$ 239.83
10	(NEW) DM26-EYE-DIMGPS	ROAM PHOTO CONTROL DIMMING/GPS	EA	OH	1	$ 134.22	$ 134.22
11	(NEW) DM42-13	PRIMARY DEADEND ASSEMBLY LRG	EA	OH	1	$ 43.48	$ 43.48
12	(NEW) DM5-21	EYEBOLT W/ANCHOR SHACKLE	EA	OH	1	$ 11.75	$ 11.75
13	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	3	$ 7.46	$ 22.38
14	(NEW) DM5-6T	ARRESTER LIGHTNING TANK MOUNT	EA	OH	4	$ 98.82	$ 395.28
15	(NEW) DM5-9-100T	100 AMP FUSELINK TYPE T	EA	OH	1	$ 62.14	$ 62.14
16	(NEW) DUM5-1-1	RISER 1 INCH SECONDARY	EA	UG	1	$ 150.78	$ 150.78
17	(NEW) DUMB5	RISER 2 INCHE SECONDARY DRD CLAMP	EA	UG	1	$ 6.37	$ 6.37
18	(R) D-#2-ACSR	#2 ACSR OVERHEAD WIRE	FT	OH	128	$ 0.35	$ 44.80
19	(R) D30-4	POLE 30 ft. CLASS 4 WOOD	EA	OH	3	$ 318.62	$ 955.86
20	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	1	$ 318.62	$ 318.62
21	(R) DBL8	STEET LIGHT 8 FT. ARM	EA	OH	1	$ 148.50	$ 148.50
22	(R) DC7	3 PHASE XARM DEADEND	EA	OH	1	$ 308.64	$ 308.64
23	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	$ 43.93	$ 43.93
24	(R) DE3-10	PLASTIC GUY GUARD	EA	OH	1	$ 12.81	$ 12.81
25	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	1	$ 25.80	$ 25.80
26	(R) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	4	$ 148.43	$ 593.72
27	(R) DGP10-120/240	10KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
28	(R) DJ5	DOUBLE UPSET BOLT W/INSULATOR	EA	OH	1	$ 34.23	$ 34.23
29	(R) DK14	SERVICE CLEVIS	EA	OH	3	$ 34.23	$ 102.69
30	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 52.92	$ 52.92
31	(R) DM26-5-LED50	LED 50 COBRAHEAD BRONZE (100W)	EA	OH	1	$ 190.78	$ 190.78
32	(R) DM26-EYE-DIMGPS	ROAM PHOTO CONTROL DIMMING/GPS	EA	OH	1	$ 134.32	$ 134.32
33	(R) DM5-21	EYEBOLT W/ANCHOR SHACKLE	EA	OH	1	$ 6.75	$ 6.75
34	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	4	$ 7.46	$ 29.84
35	(R) DN025	25 AMP FUSE LINK N TYPE	EA	OH	1	$ 62.14	$ 62.14
36	(R) DUM5	RISER 2 inch SECONDARY GRD CLAMP	EA	OH	1	$ 14.91	$ 14.91
37	(R) DUM5-1-1-SL	RISER 1 inch SECONDARY	EA	OH	1	$ 110.52	$ 110.52
38	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 5,232.77
		TOTAL FOR CONSTRUCTION UNITS					$ 12,826.44

Item No.	Unit No.	Description	Unit	UG/ OH	QTY #	Unit Price Total $	Extended Price $
1	(NEW) D-#4/0-ACSR	4/0 ACSR OVERHEAD WIRE	FT	OH	908	$ 0.84	$ 762.72
2	(NEW) D45-FBR	POLE 45 FT. FIBERGLASS/COMPOSITE	EA	OH	4	$ 433.90	$ 1,735.60
3	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	3	$ 69.40	$ 208.20
4	(NEW) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	3	$ 69.40	$ 208.20
5	(NEW) DF1-2H	ANCHOR DBL HELIX	EA	OH	1	$ 158.06	$ 158.06
6	(NEW) DF1-3H	ANCHOR TRP HELIX	EA	OH	2	$ 158.06	$ 316.12
7	(NEW) DFC1-2	3 PH. FIBERARM 0-5 DEG LGE CON	EA	OH	1	$ 269.22	$ 269.22
8	(NEW) DFC2-2	3 PHASE DBL FIBER SUP 5-30 DEG	EA	OH	1	$ 391.55	$ 391.55
9	(NEW) DFC7A	3 PHASE FIBERARM SINGL.DEADEND	EA	OH	1	$ 407.88	$ 407.88
10	(NEW) DFC8	3 PHASE FIBERARM DBL DEADEND	EA	OH	1	$ 829.90	$ 829.90
11	(NEW) DM2-11	GROUND ROD	EA	OH	4	$ 74.08	$ 296.32
12	(NEW) DM2-1F	POLE GROUND FIBERGLASS GR ROD	EA	OH	4	$ 74.08	$ 296.32
13	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	4	$ 7.46	$ 29.84
14	(NEW) DM5-6	ARRESTER LIGHTNING 10KV HD	EA	OH	3	$ 98.82	$ 296.46
15	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	2	$ 318.62	$ 637.24
16	(R) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	1	$ 318.62	$ 318.62
17	(R) D45-2	POLE 45 ft. CLASS 2 WOOD	EA	OH	1	$ 318.62	$ 318.62
18	(R) DC1	3 PHASE XARM SUP 0-5 DEG	EA	OH	1	$ 239.67	$ 239.67
19	(R) DC2	3 PHASE XARM DBL SUP 5-30 DEG	EA	OH	1	$ 337.92	$ 337.92
20	(R) DC7-1	3 PHASE HEAVY DUTY DEADEND	EA	OH	1	$ 340.11	$ 340.11
21	(R) DC8	3 PHASE XARM DBL DEADEND	EA	OH	1	$ 516.98	$ 516.98
22	(R) DE3-2	3/8 SINGLE DOWN GUY WRAPPED	EA	OH	2	$ 43.93	$ 87.86
23	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	1	$ 25.80	$ 25.80
24	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	2	$ 52.92	$ 105.84
25	(R) DM2-11	GROUND ROD	EA	UG	2	$ 52.92	$ 105.84
26	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	2	$ 52.92	$ 105.84
27	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	4	$ 7.46	$ 29.84
28	(R) DM5-6	ARRESTER LIGHTNING 10KV HD	EA	OH	1	$ 68.34	$ 68.34
29	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ -
		TOTAL FOR CONSTRUCTION UNITS					$ 9,444.91

Item No.	Unit No.	Description	Unit	UG/ OH	QTY	Unit Price Total $	Extended Price $
1	(NEW) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	1	$ 433.90	$ 433.90
2	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	10	$ 433.90	$ 4,339.00
3	(NEW) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	4	$ 205.65	$ 822.60
4	(NEW) DA5-1	SINGLE PHASE TAP	EA	OH	2	$ 260.48	$ 520.96
5	(NEW) DA6	1 PHASE DEADEND DOUBLE	EA	OH	1	$ 439.17	$ 439.17
6	(NEW) DB2	2 PHASE XARM SUP 0-5 DEG	EA	OH	1	$ 241.40	$ 241.40
7	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	5	$ 69.40	$ 347.00
8	(NEW) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	5	$ 173.21	$ 866.05
9	(NEW) DFA1	SINGLE PH SINGLE SUPPORT FIBER	EA	OH	6	$ 146.89	$ 881.34
10	(NEW) DFB1	2 PHASE FIBERARM SUP 0-5 DEG	EA	OH	2	$ 241.40	$ 482.80
11	(NEW) DFC7	3PH FIBERGLASS CROSSARM DEADEND	EA	OH	1	$ 407.88	$ 407.88
12	(NEW) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	5	$ 209.41	$ 1,047.05
13	(NEW) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	3	$ 209.41	$ 628.23
14	(NEW) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	6	$ 209.41	$ 1,256.46
15	(NEW) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
16	(NEW) DGP37.5-120/240	37.5KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
17	(NEW) DGP50-120/240	50KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
18	(NEW) DK14	SERVICE CLEVIS	EA	OH	12	$ 68.54	$ 822.48
19	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	9	$ 74.08	$ 666.72
20	(NEW) DM2-11	GROUND ROD	EA	OH	10	$ 74.08	$ 740.80
21	(NEW) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	1	$ 74.08	$ 74.08
22	(NEW) DM5-21	EYEBOLT W/ANCHOR SHACKLE	EA	OH	3	$ 11.75	$ 35.25
23	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	11	$ 7.46	$ 82.06
24	(R) D30-4	POLE 30 ft. CLASS 4 WOOD	EA	OH	1	$ 318.62	$ 318.62
25	(R) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	4	$ 318.62	$ 1,274.48
26	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	6	$ 318.62	$ 1,911.72
27	(R) DA1	SINGLE PHASE SINGLE SUPPORT	EA	OH	5	$ 141.33	$ 706.65
28	(R) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	4	$ 170.63	$ 682.52
29	(R) DA5-1	SINGLE PHASE SINGLE TAP	EA	OH	3	$ 198.01	$ 594.03
30	(R) DA6	1 PHASE SINGLE DEADEND	EA	OH	1	$ 238.65	$ 238.65
31	(R) DB1	2 PHASE XARM 0 - 5 DEG	EA	OH	2	$ 217.41	$ 434.82
32	(R) DB2	2 PHASE XARM DBL SUP 0 - 5 DEG	EA	OH	1	$ 298.31	$ 298.31
33	(R) DC7	3 PHASE XARM DEADEND	EA	OH	1	$ 308.64	$ 308.64
34	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	5	$ 43.93	$ 219.65
35	(R) DE12X	3/8 DBL DOWN GUY TEE PLATE	EA	OH	1	$ 125.88	$ 125.88
36	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	5	$ 25.80	$ 129.00
37	(R) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	3	$ 148.43	$ 445.29
38	(R) DG210	2 PH. TRANSFORMER BANK	EA	OH	1	$ 456.09	$ 456.09
39	(R) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	3	$ 148.43	$ 445.29
40	(R) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	6	$ 148.43	$ 890.58
41	(R) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	2	$ 148.43	$ 296.86
42	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
43	(R) DGP37.5-120/240	37.5KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
44	(R) DJ5	DOUBLE UPSET BOLT W/INSULATOR	EA	OH	2	$ 34.23	$ 68.46
45	(R) DK14	SERVICE CLEVIS	EA	OH	12	$ 34.23	$ 410.76
46	(R) DK14C	SQUARE D CLEVIS	EA	OH	1	$ 34.23	$ 34.23
47	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	8	$ 52.92	$ 423.36
48	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	2	$ 52.92	$ 105.84
49	(R) DM26-5	LIGHT SECURITY 100W	EA	OH	1	$ 190.78	$ 190.78
50	(R) DM5-10	CUTOUT AND ARRESTER ASSEMBLY	EA	OH	1	$ 138.33	$ 138.33
51	(R) DM5-2	INSULATOR PRI. W/PIN POLE TOP	EA	OH	2	$ 31.16	$ 62.32
52	(R) DM5-21	EYEBOLT W/ANCHOR SHACKLE	EA	OH	3	$ 6.75	$ 20.25
53	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	11	$ 7.46	$ 82.06
54	(R) DM5-6T	ARRESTER LIGHTNING TANK MOUNT	EA	OH	1	$ 68.34	$ 68.34
55	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 17,853.92
TOTAL FOR CONSTRUCTION UNITS							$ 45,296.05

Item No.	Unit No.	Description	Unit	UG/ OH	QTY	Unit Price Total $	Extended Price $
1	(NEW) D45-FBR	POLE 45 FT. FIBERGLASS/COMPOSITE	EA	OH	1	$ 433.90	$ 433.90
2	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	$ 69.40	$ 69.40
3	(NEW) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	1	$ 69.40	$ 69.40
4	(NEW) DFC8A	3 PHASE FIBERARM DBL DEADEND	EA	OH	1	$ 829.90	$ 829.90
5	(NEW) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	1	$ 209.41	$ 209.41
6	(NEW) DJ6	SWINGING CLEVIS W/INSULATOR	EA	OH	1	$ 68.54	$ 68.54
7	(NEW) DM2-11	GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
8	(NEW) DM2-1F	POLE GROUND FIBERGLASS GR ROD	EA	OH	1	$ 74.08	$ 74.08
9	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
10	(NEW) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	3	$ 38.95	$ 116.85
11	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	1	$ 318.62	$ 318.62
12	(R) DE3-10	PLASTIC GUY GUARD	EA	OH	1	$ 12.81	$ 12.81
13	(R) DE3-2	3/8 SINGLE DOWN GUY WRAPPED	EA	OH	3	$ 43.93	$ 131.79
14	(R) DFC8A	3 PHASE FIBERARM DBL DEADEND	EA	OH	1	$ 536.98	$ 536.98
15	(R) DJ6	SWINGING CLEVIS W/INSULATOR	EA	OH	1	$ 34.23	$ 34.23
16	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	1	$ 52.92	$ 52.92
17	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	$ 7.46	$ 7.46
18	(R) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	3	$ 31.16	$ 93.48
19	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ -
TOTAL FOR CONSTRUCTION UNITS							$ 3,141.31

Item No.	Unit No.	Description	Unit	UG/ OH	QTY	Unit Price Total $	Extended Price $
1	(NEW) D45-3	POLE 45 ft. CLASS 3 WOOD	EA	OH	4	$ 433.90	$ 1,735.60
2	(NEW) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	$ 205.65	$ 205.65
3	(NEW) DA5-2	1 PHASE TAP CROSSARM CONST.	EA	OH	1	$ 281.27	$ 281.27
4	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	2	$ 69.40	$ 138.80
5	(NEW) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	1	$ 69.40	$ 69.40
6	(NEW) DF1-2H	ANCHOR DBL HELIX	EA	OH	1	$ 158.06	$ 158.06
7	(NEW) DFC1-2R 10FT	3PH FIBERARE 0-5 DEG LG 10 FT	EA	OH	1	$ 279.22	$ 279.22
8	(NEW) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 209.41	$ 209.41
9	(NEW) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	4	$ 209.41	$ 837.64
10	(NEW) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
11	(NEW) DGP37.5-120/240	37.5KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
12	(NEW) DK14	SERVICE CLEVIS	EA	OH	6	$ 68.54	$ 411.24
13	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	4	$ 74.08	$ 296.32
14	(NEW) DM2-11	GROUND ROD	EA	OH	3	$ 74.08	$ 222.24
15	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	4	$ 7.46	$ 29.84
16	(NEW) DM5-9	CUTOUT SINGLE SHOT	EA	OH	1	$ 75.19	$ 75.19
17	(NEW) DM5-9-100T	100 AMP FUSELINK TYPE T	EA	OH	1	$ 62.14	$ 62.14
18	(R) D-#1/0-ACSR	#1/0 ACSR OVERHEAD WIRE	FT	OH	2,016	$ 0.35	$ 705.60
19	(R) D-#2-ACSR-St Light (Sec)	#2 ACSR OVERHEAD WIRE for St Lights	FT	OH	149	$ 0.45	$ 67.05
20	(R) D45-2	POLE 45 ft. CLASS 2 WOOD	EA	OH	1	$ 318.62	$ 318.62
21	(R) D45-3	POLE 45 ft. CLASS 3WOOD	EA	OH	3	$ 318.62	$ 955.86
22	(R) DC1	3 PHASE XARM SUP 0-5 DEG	EA	OH	3	$ 239.67	$ 719.01
23	(R) DC1-2	3 PHASE XARM 0-5 DEG LGE COND	EA	OH	1	$ 254.67	$ 254.67
24	(R) DC7	3 PHASE XARM DEADEND	EA	OH	1	$ 308.64	$ 308.64
25	(R) DE3-10	PLASTIC GUY GUARD	EA	OH	1	$ 12.81	$ 12.81
26	(R) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	1	$ 43.93	$ 43.93
27	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	1	$ 25.80	$ 25.80
28	(R) DFC7A	3 PHASE FIBERARM SINGLE DEADEND	EA	OH	1	$ 340.11	$ 340.11
29	(R) DG210	2 PH. TRANSFORMER BANK	EA	OH	1	$ 456.09	$ 456.09
30	(R) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	2	$ 148.43	$ 296.86
31	(R) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	2	$ 148.43	$ 296.86
32	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
33	(R) DJ5	DOUBLE UPSET BOLT W/INSULATOR	EA	OH	6	$ 34.23	$ 205.38
34	(R) DJ6	SWINGING CLEVIS W/INSULATOR	EA	OH	4	$ 34.23	$ 136.92
35	(R) DK14	SERVICE CLEVIS	EA	OH	7	$ 34.23	$ 239.61
36	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	4	$ 52.92	$ 211.68
37	(R) DM5-14	CROSSARM 8 ft. WOOD	EA	OH	2	$ 33.85	$ 67.70
38	(R) DM5-20	INSULATOR BELL POLYMER	EA	OH	2	$ 22.98	$ 45.96
39	(R) DM5-21	EYEBOLT W/ANCHOR SHACKLE	EA	OH	1	$ 6.75	$ 6.75
40	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	4	$ 7.46	$ 29.84
41	(R) DM5-9	CUTOUT SINGLE SHOT	EA	OH	1	$ 27.20	$ 27.20
42	(R) DN020	20 AMP FUSE LINK N TYPE	EA	OH	1	$ 62.14	$ 62.14
43	COMM	Communications - transfer or top	EA	OH	4	$ 78.58	$ 314.32
44	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 5,382.63
TOTAL FOR CONSTRUCTION UNITS							$ 17,111.31

Item No.	Unit No.	Description	Unit	UG/ OH	QTY	Unit Price Total $	Extended Price $
1	(NEW) D-#2-TRI	#2 TRIPLEX OVERHEAD SERVICE WIRE	FT	OH	68	$ 2.90	$ 197.20
2	(NEW) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	1	$ 433.90	$ 433.90
3	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	1	$ 433.90	$ 433.90
4	(NEW) D45-FBR	POLE 45 FT. FIBERGLASS/COMPOSITE	EA	OH	1	$ 433.90	$ 433.90
5	(NEW) DA5-1	SINGLE PHASE TAP	EA	OH	1	$ 260.48	$ 260.48
6	(NEW) DA5-2	1 PHASE TAP CROSSARM CONST.	EA	OH	1	$ 281.27	$ 281.27
7	(NEW) DA6	1 PHASE DEADEND DOUBLE	EA	OH	1	$ 439.17	$ 439.17
8	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	4	$ 69.40	$ 277.60
9	(NEW) DF1-1	SCREW ANCHOR 6 INCH	EA	OH	1	$ 158.06	$ 158.06
10	(NEW) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	2	$ 173.21	$ 346.42
11	(NEW) DF40-FIBER	POLE 40 ft. FIBERGLASS COMPOSITE	EA	OH	2	$ 433.90	$ 867.80
12	(NEW) DFA1	SINGLE PH SINGLE SUPPORT FIBER	EA	OH	3	$ 146.89	$ 440.67
13	(NEW) DFC1-2	3 PH. FIBERARM 0-5 DEG LGE CON	EA	OH	1	$ 269.22	$ 269.22
14	(NEW) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 209.41	$ 209.41
15	(NEW) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	2	$ 209.41	$ 418.82
16	(NEW) DK14	SERVICE CLEVIS	EA	OH	4	$ 68.54	$ 274.16
17	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
18	(NEW) DM2-11	GROUND ROD	EA	OH	2	$ 74.08	$ 148.16
19	(NEW) DM2-1F	POLE GROUND FIBERGLASS GR ROD	EA	OH	3	$ 74.08	$ 222.24
20	(NEW) DM5-23	78 INCH FISH	EA	OH	1	$ 43.48	$ 43.48
21	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	4	$ 7.46	$ 29.84
22	(NEW) DM5-6R	ARRESTER LIGHTNING 10KV RISER	EA	OH	2	$ 98.82	$ 197.64
23	(NEW) DM5-6T	ARRESTER LIGHTNING TANK MOUNT	EA	OH	1	$ 98.82	$ 98.82
24	(NEW) DM5-9-100T	100 AMP FUSELINK TYPE T	EA	OH	1	$ 62.14	$ 62.14
25	(NEW) DM5-9-50T	50 AMP FUSELINK TYPE T	EA	OH	3	$ 62.14	$ 186.42
26	(NEW) DU-#2/0-TRI	2/0 AL TRIPLEX UNDERGROUND SERVICE WIRE	FT	UG	113	$ 1.89	$ 213.57
27	(NEW) DUM8-3	TERMINATE 1/0 TO 4/0 SERVICE CABLE	EA	UG	1	$ 70.60	$ 70.60
28	(NEW) DUM2-45LB-SVC	2 INCH PVC 45 DEGREE ELBOW FOR SERVICE	EA	UG	1	$ 15.50	$ 15.50
29	(NEW) DUM2-90LB-SVC	2 INCH PVC 45 DEGREE ELBOW FOR SERVICE	EA	UG	2	$ 15.50	$ 31.00
30	(NEW) DUM50-P2-SVC	2 INCH PVC CONDUIT FOR SERVICE	FT	UG	88	$ 1.14	$ 100.32
31	(NEW) DUM5-2-2-SVC	RISER 2 INCH SERVICE	EA	UG	2	$ 200.81	$ 401.62
32	(NEW) DUM52-3-URD	NUMBERING UNDERGROUND	EA	UG	2	$ 7.64	$ 15.28
33	(NEW) DUM8-3	TERMINATE 1/0 TO 4/0 SERVICE CABLE	EA	UG	1	$ 70.60	$ 70.60
34	(NEW) DUMT36-SVC	TRENCH MACHINE 36 INCH FOR SERVICE	FT	UG	59	$ 3.38	$ 199.42
35	(R) D-#2-ACSR	#2 ACSR OVERHEAD WIRE	FT	OH	624	$ 0.35	$ 218.40
36	(R) D-#6-DUPLEX	#6 DUPLEX Overhead Secondary Wire	FT	OH	137	$ 2.17	$ 297.29
37	(R) D30-4	POLE 30 ft. CLASS 4 WOOD	EA	OH	1	$ 318.62	$ 318.62
38	(R) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	1	$ 318.62	$ 318.62
39	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	4	$ 318.62	$ 1,274.48
40	(R) D45-2	POLE 45 ft. CLASS 2 WOOD	EA	OH	1	$ 318.62	$ 318.62
41	(R) DA1	SINGLE PHASE SINGLE SUPPORT	EA	OH	4	$ 141.33	$ 565.32
42	(R) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	$ 170.63	$ 170.63
43	(R) DA5-1	SINGLE PHASE SINGLE TAP	EA	OH	2	$ 198.01	$ 396.02
44	(R) DA5-2	1 PHASE TAP CROSSARM CONST.	EA	OH	1	$ 214.65	$ 214.65
45	(R) DA6	1 PHASE SINGLE DEADEND	EA	OH	1	$ 238.65	$ 238.65
46	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	5	$ 43.93	$ 219.65
47	(R) DE3-10	PLASTIC GUY GUARD	EA	OH	1	$ 12.81	$ 12.81
48	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	5	$ 25.80	$ 129.00
49	(R) DFA1	SINGLE PH SINGLE SUPPORT FIBER	EA	OH	1	$ 141.33	$ 141.33
50	(R) DFC1-2	3 PH. FIBERARM 0-5 DEG LGE CON	EA	OH	1	$ 254.67	$ 254.67
51	(R) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	2	$ 148.43	$ 296.86
52	(R) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	2	$ 148.43	$ 296.86
53	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
54	(R) DK14	SERVICE CLEVIS	EA	OH	7	$ 34.23	$ 239.61
55	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	5	$ 52.92	$ 264.60
56	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	1	$ 52.92	$ 52.92
57	(R) DM26-5	LIGHT SECURITY 100W	EA	OH	1	$ 190.78	$ 190.78
58	(R) DM5-10	CUTOUT AND ARRESTER ASSEMBLY	EA	OH	2	$ 138.33	$ 276.66
59	(R) DM5-2	INSULATOR PRI. W/PIN POLE TOP	EA	OH	1	$ 31.16	$ 31.16
60	(R) DM5-21	EYEBOLT W/ANCHOR SHACKLE	EA	OH	3	$ 6.75	$ 20.25
61	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	7	$ 7.46	$ 52.22
62	(R) DM5-6R	ARRESTER LIGHTNING 10KV RISER	EA	OH	2	$ 68.34	$ 136.68
63	(R) DN020	20 AMP FUSE LINK N TYPE	EA	OH	3	$ 62.14	$ 186.42
64	(R) DN100	100 AMP FUSE LINK N TYPE	EA	OH	1	$ 62.14	$ 62.14
65	(R) DU-#1/0-TRI	1/0 AL TRIPLEX Service Wire	FT	UG	307	$ 2.17	$ 666.19
66	COMM	Communications - transfer or top	EA	OH	4	$ 78.58	$ 314.32
67	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 3,011.24
		TOTAL FOR CONSTRUCTION UNITS					$ 19,258.81

Item No.	Unit No.	Description	Unit	UG/ OH	QTY	Unit Price Total $	Extended Price $
1	(NEW) D35-FBR	POLE 35 FT. FIBERGLASS TAPERED	EA	OH	1	$ 433.90	$ 433.90
2	(NEW) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	4	$ 433.90	$ 1,735.60
3	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	4	$ 433.90	$ 1,735.60
4	(NEW) DA5-1	SINGLE PHASE TAP	EA	OH	1	$ 260.48	$ 260.48
5	(NEW) DA5-2	1 PHASE TAP CROSSARM CONST.	EA	OH	1	$ 281.27	$ 281.27
6	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	7	$ 69.40	$ 485.80
7	(NEW) DE2-2	3/8 SINGLE OVHD GUY BOLTED	EA	OH	4	$ 69.40	$ 277.60
8	(NEW) DE3-10	PLASTIC GUY GUARD	EA	OH	1	$ 19.69	$ 19.69
9	(NEW) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	1	$ 69.40	$ 69.40
10	(NEW) DF1-2H	ANCHOR DBL HELIX	EA	OH	6	$ 158.06	$ 948.36
11	(NEW) DF40-FIBER	POLE 40 ft. FIBERGLASS COMPOSITE	EA	OH	2	$ 433.90	$ 867.80
12	(NEW) DFC1	3-PHASE FIBERGLASS CROSS ARM 0-5 DEG	EA	OH	6	$ 269.22	$ 1,615.32
13	(NEW) DFC2	3-PHASE FIBERGLASS CROSS ARM 5-30 DEG	EA	OH	1	$ 391.55	$ 391.55
14	(NEW) DFC7	3PH FIBERGLASS CROSSARM DEADEND	EA	OH	6	$ 407.88	$ 2,447.28
15	(NEW) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	9	$ 209.41	$ 1,884.69
16	(NEW) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
17	(NEW) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
18	(NEW) DGP37.5-120/240	37.5KVA POLE CONV. 120/240	EA	OH	6	$ 209.41	$ 1,256.46
19	(NEW) DGP50-120/240	50KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
20	(NEW) DK14	SERVICE CLEVIS	EA	OH	9	$ 68.54	$ 616.86
21	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	8	$ 74.08	$ 592.64
22	(NEW) DM2-11	GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
23	(NEW) DM2-1F	POLE GROUND FIBERGLASS GR ROD	EA	OH	1	$ 74.08	$ 74.08
24	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	11	$ 7.46	$ 82.06
25	(NEW) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	8	$ 38.95	$ 311.60
26	(NEW) DM5-6	ARRESTER LIGHTNING 10KV HD	EA	OH	1	$ 98.82	$ 98.82
27	(NEW) DM5-9	CUTOUT SINGLE SHOT	EA	OH	1	$ 75.19	$ 75.19
28	(R) D30-4	POLE 30 ft. CLASS 4 WOOD	EA	OH	1	$ 318.62	$ 318.62
29	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	10	$ 318.62	$ 3,186.20
30	(R) DA5-1	SINGLE PHASE SINGLE TAP	EA	OH	1	$ 198.01	$ 198.01
31	(R) DA5-2	1 PHASE TAP CROSSARM CONST.	EA	OH	1	$ 214.65	$ 214.65
32	(R) DC1	3 PHASE XARM SUP 0-5 DEG	EA	OH	6	$ 239.67	$ 1,438.02
33	(R) DC2	3 PHASE XARM DBL SUP 5-30 DEG	EA	OH	1	$ 337.92	$ 337.92
34	(R) DC7	3 PHASE XARM DEADEND	EA	OH	6	$ 308.64	$ 1,851.84
35	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	5	$ 43.93	$ 219.65
36	(R) DE2-2	3/8 SINGLE OVHD GUY BOLTED	EA	OH	2	$ 43.93	$ 87.86
37	(R) DE3-10	PLASTIC GUY GUARD	EA	OH	2	$ 12.81	$ 25.62
38	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	5	$ 25.80	$ 129.00
39	(R) DF1-3	ANCHOR EXPANDING 10,000 LBS	EA	OH	1	$ 40.87	$ 40.87
40	(R) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	9	$ 148.43	$ 1,335.87
41	(R) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
42	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	6	$ 148.43	$ 890.58
43	(R) DGP37.5-120/240	37.5KVA POLE CONV. 120/240	EA	OH	2	$ 148.43	$ 296.86
44	(R) DK14	SERVICE CLEVIS	EA	OH	9	$ 34.23	$ 308.07
45	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	8	$ 52.92	$ 423.36
46	(R) DM5-10	CUTOUT AND ARRESTER ASSEMBLY	EA	OH	1	$ 138.33	$ 138.33
47	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	11	$ 7.46	$ 82.06
48	(R) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	8	$ 31.16	$ 249.28
49	(R) DM5-6	ARRESTER LIGHTNING 10KV HD	EA	OH	8	$ 68.34	$ 546.72
50	(R) DM5-9	CUTOUT SINGLE SHOT	EA	OH	8	$ 27.20	$ 217.60
50	COMM	Communications - transfer or top	EA	OH	10	$ 78.58	$ 785.80
51	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 10,191.87
		TOTAL FOR CONSTRUCTION UNITS					$ 40,927.45

Item No.	Unit No.	Description	Unit	UG/ OH	QTY	Unit Price Total $	Extended Price $
1	(NEW) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	1	$ 433.90	$ 433.90
2	(NEW) D35-FBR	POLE 35 FT. FIBERGLASS TAPERED	EA	OH	1	$ 433.90	$ 433.90
3	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	6	$ 433.90	$ 2,603.40
4	(NEW) D45-2	POLE 45 ft. CLASS 2 WOOD	EA	OH	1	$ 433.90	$ 433.90
5	(NEW) DA4	SINGLE PHASE ANGLE 60-90 DEG	EA	OH	1	$ 523.39	$ 523.39
6	(NEW) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	2	$ 205.65	$ 411.30
7	(NEW) DA5-1	SINGLE PHASE TAP	EA	OH	1	$ 260.48	$ 260.48
8	(NEW) DA5-2	1 PHASE TAP CROSSARM CONST.	EA	OH	1	$ 281.27	$ 281.27
9	(NEW) DA6	1 PHASE DEADEND DOUBLE	EA	OH	1	$ 439.17	$ 439.17
10	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	6	$ 69.40	$ 416.40
11	(NEW) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	6	$ 69.40	$ 416.40
12	(NEW) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	6	$ 173.21	$ 1,039.26
13	(NEW) DF40-FIBER	POLE 40 ft. FIBERGLASS COMPOSITE	EA	OH	2	$ 433.90	$ 867.80
14	(NEW) DFA1	SINGLE PH SINGLE SUPPORT FIBER	EA	OH	5	$ 146.89	$ 734.45
15	(NEW) DFC1-2	3 PH. FIBERARM 0-5 DEG LGE CON	EA	OH	1	$ 269.22	$ 269.22
16	(NEW) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 209.41	$ 209.41
17	(NEW) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	3	$ 209.41	$ 628.23
18	(NEW) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	2	$ 209.41	$ 418.82
19	(NEW) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	2	$ 209.41	$ 418.82
20	(NEW) DGP37.5-120/240	37.5KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
21	(NEW) DK14	SERVICE CLEVIS	EA	OH	14	$ 68.54	$ 959.56
22	(NEW) DK14-SEC	SERVICE CLEVIS	EA	OH	1	$ 68.54	$ 68.54
23	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	8	$ 74.08	$ 592.64
24	(NEW) DM2-11	GROUND ROD	EA	OH	11	$ 74.08	$ 814.88
25	(NEW) DM2-1F	POLE GROUND FIBERGLASS GR ROD	EA	OH	2	$ 74.08	$ 148.16
26	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	11	$ 7.46	$ 82.06
27	(NEW) DM5-9-100T	100 AMP FUSELINK TYPE T	EA	OH	1	$ 62.14	$ 62.14
28	(NEW) dum3-2p	PEDESTAL SECONDARY URD	EA	UG	1	$ 91.28	$ 91.28
29	(NEW) DUM52-3-URD	NUMBERING UNDERGROUND	EA	UG	1	$ 7.64	$ 7.64
30	(R) D-#2-ACSR	#2 ACSR OVERHEAD WIRE	FT	OH	684	$ 0.35	$ 239.40
31	(R) D30-4	POLE 30 ft. CLASS 4 WOOD	EA	OH	2	$ 318.62	$ 637.24
32	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	9	$ 318.62	$ 2,867.58
33	(R) DA1	SINGLE PHASE SINGLE SUPPORT	EA	OH	3	$ 141.33	$ 423.99
34	(R) DA4	SINGLE PHASE ANGLE 60-90 DEG	EA	OH	1	$ 331.67	$ 331.67
35	(R) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	2	$ 170.63	$ 341.26
36	(R) DA5-1	SINGLE PHASE SINGLE TAP	EA	OH	1	$ 198.01	$ 198.01
37	(R) DA5-2	1 PHASE TAP CROSSARM CONST.	EA	OH	1	$ 214.65	$ 214.65
38	(R) DC1-2	3 PHASE XARM 0-5 DEG LGE COND	EA	OH	1	$ 254.67	$ 254.67
39	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	5	$ 43.93	$ 219.65
40	(R) DE3-10	PLASTIC GUY GUARD	EA	OH	1	$ 12.81	$ 12.81
41	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	5	$ 25.80	$ 129.00
42	(R) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	2	$ 148.43	$ 296.86
43	(R) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	3	$ 148.43	$ 445.29
44	(R) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	2	$ 148.43	$ 296.86
45	(R) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	2	$ 148.43	$ 296.86
46	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
47	(R) DK14	SERVICE CLEVIS	EA	OH	10	$ 34.23	$ 342.30
48	(R) DK14C	SQUARE D CLEVIS	EA	OH	1	$ 34.23	$ 34.23
49	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	7	$ 52.92	$ 370.44
50	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	2	$ 52.92	$ 105.84
51	(R) DM5-10	CUTOUT AND ARRESTER ASSEMBLY	EA	OH	1	$ 138.33	$ 138.33
52	(R) DM5-21	EYEBOLT W/ANCHOR SHACKLE	EA	OH	2	$ 6.75	$ 13.50
53	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	11	$ 7.46	$ 82.06
54	(R) DM52-3-URD	NUMBERING UNDERGROUND *RETIRE ONLY*	EA	OH	1	$ 7.46	$ 7.46
55	(R) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	2	$ 31.16	$ 62.32
56	(R) DM5-6	ARRESTER LIGHTNING 10KV HD	EA	OH	1	$ 68.34	$ 68.34
57	(R) DM5-6T	ARRESTER LIGHTNING TANK MOUNT	EA	OH	1	$ 68.34	$ 68.34
58	(R) DM5-9	CUTOUT SINGLE SHOT	EA	OH	2	$ 27.20	$ 54.40
59	(R) DNP-B1	NARROW PROFILE XARM CONSTR.	EA	OH	2	$ 280.34	$ 560.68
60	(R) DNP-B7	NARROW PROFILE 2 PHASE DEADEND	EA	OH	2	$ 470.50	$ 941.00
61	(R) DUM3-2P	PEDESTAL SECONDARY URD	EA	OH	1	$ 106.93	$ 106.93
62	COMM	Communications - transfer or top	EA	OH	9	$ 78.58	$ 707.22
63	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 11,807.94
		TOTAL FOR CONSTRUCTION UNITS					$ 37,101.39

Item No.	Unit No.	Description	Unit	UG/ OH	QTY	Unit Price Total $	Extended Price $
1	(NEW) D30-4	POLE 30 ft. CLASS 4 WOOD	EA	OH	1	$ 433.90	$ 433.90
2	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	17	$ 433.90	$ 7,376.30
3	(NEW) DA2	SINGLE PHASE DOUBLE SUPPORT 5-30 DEG	EA	OH	8	$ 160.65	$ 1,285.20
4	(NEW) DA3	SINGLE PHASE ANGLE 20-60 DEG	EA	OH	1	$ 208.89	$ 208.89
5	(NEW) DA6	1 PHASE DEADEND DOUBLE	EA	OH	1	$ 439.17	$ 439.17
6	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	9	$ 69.40	$ 624.60
7	(NEW) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	9	$ 173.21	$ 1,558.89
8	(NEW) DFA1	SINGLE PH SINGLE SUPPORT FIBER	EA	OH	7	$ 146.89	$ 1,028.23
9	(NEW) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 209.41	$ 209.41
10	(NEW) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	18	$ 209.41	$ 3,769.38
11	(NEW) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	13	$ 209.41	$ 2,722.33
12	(NEW) DGP37.5-120/240	37.5KVA POLE CONV. 120/240	EA	OH	4	$ 209.41	$ 837.64
13	(NEW) DK14	SERVICE CLEVIS	EA	OH	16	$ 68.54	$ 1,096.64
14	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	17	$ 74.08	$ 1,259.36
15	(NEW) DM2-11	GROUND ROD	EA	OH	19	$ 74.08	$ 1,407.52
16	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	18	$ 7.46	$ 134.28
17	(NEW) DM5-6T	ARRESTER LIGHTNING TANK MOUNT	EA	OH	3	$ 98.82	$ 296.46
18	(R) D30-4	POLE 30 ft. CLASS 4 WOOD	EA	OH	1	$ 318.62	$ 318.62
19	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	17	$ 318.62	$ 5,416.54
20	(R) DA1	SINGLE PHASE SINGLE SUPPORT	EA	OH	7	$ 141.33	$ 989.31
21	(R) DA2	SINGLE PHASE DOUBLE SUPPORT	EA	OH	7	$ 153.35	$ 1,073.45
22	(R) DA3	SINGLE PHASE ANGLE20-60 DEG	EA	OH	1	$ 220.25	$ 220.25
23	(R) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	2	$ 170.63	$ 341.26
24	(R) DA6	1 PHASE SINGLE DEADEND	EA	OH	1	$ 238.65	$ 238.65
25	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	9	$ 43.93	$ 395.37
26	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	9	$ 25.80	$ 232.20
27	(R) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 148.43	$ 148.43
28	(R) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	16	$ 148.43	$ 2,374.88
29	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	13	$ 148.43	$ 1,929.59
30	(R) DGP37.5-120/240	37.5KVA POLE CONV. 120/240	EA	OH	4	$ 148.43	$ 593.72
31	(R) DK14	SERVICE CLEVIS	EA	OH	17	$ 34.23	$ 581.91
32	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	16	$ 52.92	$ 846.72
33	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	1	$ 52.92	$ 52.92
34	(R) DM5-10	CUTOUT AND ARRESTER ASSEMBLY	EA	OH	12	$ 138.33	$ 1,659.96
35	(R) DM5-2	INSULATOR PRI. W/PIN POLE TOP	EA	OH	1	$ 31.16	$ 31.16
36	(R) DM5-20	INSULATOR BELL POLYMER	EA	OH	1	$ 22.98	$ 22.98
37	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	18	$ 7.46	$ 134.28
38	(R) DM5-4	INSULATOR W/PIN 90 DEG TO POLE	EA	OH	1	$ 42.36	$ 42.36
39	(R) DM5-6	ARRESTER LIGHTNING 10KV HD	EA	OH	7	$ 68.34	$ 478.38
40	(R) DM5-6T	ARRESTER LIGHTNING TANK MOUNT	EA	OH	3	$ 68.34	$ 205.02
41	(R) DM5-7	FIBERGLASS ARM - XFMER CUTOUT	EA	OH	1	$ 27.00	$ 27.00
42	(R) DM5-9	CUTOUT SINGLE SHOT	EA	OH	6	$ 27.20	$ 163.20
43	COMM	Communications - transfer or top	EA	OH	18	$ 78.58	$ 1,414.44
44	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 27,883.96
TOTAL FOR CONSTRUCTION UNITS							$ 72,504.76

Item No.	Unit No.	Description	Unit	UG/ OH	QTY	Unit Price Total $	Extended Price $
1	(NEW) D-#4/0-TRI	4/0 OH AL TRIPLEX WIRE	FT	OH	55	$ 2.90	$ 159.50
2	(NEW) D-3/8" GUY WIRE SPAN	3/8" GALVANIZED GUY WIRE	FT	OH	46	$ 69.40	$ 3,192.40
3	(NEW) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	1	$ 433.90	$ 433.90
4	(NEW) D35-FBR	POLE 35 FT. FIBERGLASS TAPERED	EA	OH	1	$ 433.90	$ 433.90
5	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	5	$ 433.90	$ 2,169.50
6	(NEW) D40-FBR	POLE 40 FT. FIBERGLASS/COMPOSITE	EA	OH	0	$ 433.90	$ -
7	(NEW) DA2	SINGLE PHASE DOUBLE SUPPORT 5-30 DEG	EA	OH	5	$ 160.65	$ 803.25
8	(NEW) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	$ 205.65	$ 205.65
9	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	7	$ 69.40	$ 485.80
10	(NEW) DE2-2	3/8 SINGLE OVHD GUY BOLTED	EA	OH	1	$ 69.40	$ 69.40
11	(NEW) DE3-10	PLASTIC GUY GUARD	EA	OH	2	$ 19.69	$ 39.38
12	(NEW) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	1	$ 69.40	$ 69.40
13	(NEW) DE6-2	(DESIGN TO BE CHANGED)	EA	OH	0	$ 138.80	$ -
14	(NEW) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	5	$ 173.21	$ 866.05
15	(NEW) DF1-2H	ANCHOR DBL HELIX	EA	OH	1	$ 158.06	$ 158.06
16	(NEW) DF1-3H	ANCHOR TRP HELIX	EA	OH	1	$ 158.06	$ 158.06
17	(NEW) DF40-FIBER	POLE 40 ft. FIBERGLASS COMPOSITE	EA	OH	1	$ 433.90	$ 433.90
18	(NEW) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 209.41	$ 209.41
19	(NEW) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	4	$ 209.41	$ 837.64
20	(NEW) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	5	$ 209.41	$ 1,047.05
21	(NEW) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
22	(NEW) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	2	$ 209.41	$ 418.82
23	(NEW) DGP37.5-120/240	37.5KVA POLE CONV. 120/240	EA	OH	5	$ 209.41	$ 1,047.05
24	(NEW) DGP50-120/240	50KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
25	(NEW) DK14	SERVICE CLEVIS	EA	OH	8	$ 68.54	$ 548.32
26	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	5	$ 74.08	$ 370.40
27	(NEW) DM2-11	GROUND ROD	EA	OH	10	$ 74.08	$ 740.80
28	(NEW) DM2-1A	POLE GROUND CONCRETE GROUND ROD	EA	OH	1	$ 74.08	$ 74.08
29	(NEW) DM2-1F	POLE GROUND FIBERGLASS GR ROD	EA	OH	1	$ 74.08	$ 74.08
30	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	8	$ 7.46	$ 59.68
31	(R) D-#2-ACSR	#2 ACSR OVERHEAD WIRE	FT	OH	1,394	$ 0.35	$ 487.90
32	(R) D-#2-QUAD	#2 QUADPLEX Overhead Service Wire	FT	OH	0	$ 2.17	$ -
33	(R) D-3/8" GUY WIRE SPAN	3/8" GALVANIZED GUY WIRE	FT	OH	46	$ 43.93	$ 2,020.78
34	(R) D30-4	POLE 30 ft. CLASS 4 WOOD	EA	OH	1	$ 318.62	$ 318.62
35	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	5	$ 318.62	$ 1,593.10
36	(R) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	1	$ 318.62	$ 318.62
37	(R) DA1	SINGLE PHASE SINGLE SUPPORT	EA	OH	1	$ 141.33	$ 141.33
38	(R) DA2	SINGLE PHASE DOUBLE SUPPORT	EA	OH	6	$ 153.35	$ 920.10
39	(R) DA3	SINGLE PHASE ANGLE20-60 DEG	EA	OH	1	$ 220.25	$ 220.25
40	(R) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	2	$ 170.63	$ 341.26
41	(R) DB1	2 PHASE XARM 0 - 5 DEG	EA	OH	0	$ 217.41	$ -
42	(R) DB2	2 PHASE XARM DBL SUP 0 - 5 DEG	EA	OH	0	$ 298.31	$ -
43	(R) DC8	3 PHASE XARM DBL DEADEND	EA	OH	0	$ 516.98	$ -
44	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	8	$ 43.93	$ 351.44
45	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	6	$ 25.80	$ 154.80
46	(R) DF1-3	ANCHOR EXPANDING 10,000 LBS	EA	OH	1	$ 40.87	$ 40.87
47	(R) DFB1	2 PHASE FIBERARM SUP 0-5 DEG	EA	OH	0	$ 217.40	$ -
48	(R) DG10	1 PH. XFORMER ON 1 PH DEADEND	EA	OH	1	$ 148.43	$ 148.43
49	(R) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	0	$ 148.43	$ -
50	(R) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	7	$ 148.43	$ 1,039.01
51	(R) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	2	$ 148.43	$ 296.86
52	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	5	$ 148.43	$ 742.15
53	(R) DGP37.5-120/240	37.5KVA POLE CONV. 120/240	EA	OH	2	$ 148.43	$ 296.86
54	(R) DK10	HOUSE KNOB SERVICE	EA	OH	1	$ 34.23	$ 34.23
55	(R) DK14	SERVICE CLEVIS	EA	OH	5	$ 34.23	$ 171.15
56	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	6	$ 52.92	$ 317.52
57	(R) DM2-1A	POLE GROUND CONCRETE GR ROD	EA	OH	1	$ 52.92	$ 52.92
58	(R) DM5-10	CUTOUT AND ARRESTER ASSEMBLY	EA	OH	3	$ 138.33	$ 414.99
59	(R) DM5-14	CROSSARM 8 ft. WOOD	EA	OH	1	$ 33.85	$ 33.85
60	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	7	$ 7.46	$ 52.22
61	(R) DM5-6	ARRESTER LIGHTNING 10KV HD	EA	OH	2	$ 68.34	$ 136.68
62	(R) DM5-6T	ARRESTER LIGHTNING TANK MOUNT	EA	OH	2	$ 68.34	$ 136.68
63	(R) DM5-9	CUTOUT SINGLE SHOT	EA	OH	3	$ 27.20	$ 81.60
64	COMM	Communications - transfer or top	EA	OH	6	$ 78.58	$ 471.48
65	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 15,949.14
		TOTAL FOR CONSTRUCTION UNITS					$ 42,809.14

Item No.	Unit No.	Description	Unit	UG/ OH	QTY	Unit Price Total $	Extended Price $
1	(NEW) D-#1/0-TRI	1/0 TRIPLEX OVERHEAD SERVICE WIRE	FT	OH	324	$ 2.90	$ 939.60
2	(NEW) D-#350-TRI-SEC	#350 TRIPLEX OVERHEAD SERVICE WIRE	FT	OH	0	$ 3.61	$ -
3	(NEW) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	1	$ 433.90	$ 433.90
4	(NEW) D40-3	POLE 40 ft. CLASS 3 WOOD	EA	OH	3	$ 433.90	$ 1,301.70
5	(NEW) DA2	SINGLE PHASE DOUBLE SUPPORT 5-30 DEG	EA	OH	6	$ 160.65	$ 963.90
6	(NEW) DA5-1	SINGLE PHASE TAP	EA	OH	1	$ 260.48	$ 260.48
7	(NEW) DA6	1 PHASE DEADEND DOUBLE	EA	OH	2	$ 439.17	$ 878.34
8	(NEW) DB7	2 PHASE XARM DEADEND	EA	OH	1	$ 376.83	$ 376.83
9	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	4	$ 69.40	$ 277.60
10	(NEW) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	4	$ 173.21	$ 692.84
11	(NEW) DFA1	SINGLE PH SINGLE SUPPORT FIBER	EA	OH	1	$ 146.89	$ 146.89
12	(NEW) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	5	$ 209.41	$ 1,047.05
13	(NEW) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
14	(NEW) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
15	(NEW) DGP37.5-120/240	37.5KVA POLE CONV. 120/240	EA	OH	1	$ 209.41	$ 209.41
16	(NEW) DK14	SERVICE CLEVIS	EA	OH	4	$ 68.54	$ 274.16
17	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	4	$ 74.08	$ 296.32
18	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	4	$ 7.46	$ 29.84
19	(R) D-#2-ACSR	#2 ACSR OVERHEAD WIRE	FT	OH	645	$ 0.35	$ 225.75
20	(R) D-#2-QUAD	#2 QUADPLEX Overhead Service Wire	FT	OH	324	$ 2.17	$ 703.08
21	(R) D35-3	POLE 35 ft. CLASS 3 WOOD	EA	OH	2	$ 318.62	$ 637.24
22	(R) D40-2	POLE 40 ft. CLASS 2 WOOD	EA	OH	2	$ 318.62	$ 637.24
23	(R) DA1	SINGLE PHASE SINGLE SUPPORT	EA	OH	1	$ 141.33	$ 141.33
24	(R) DA2	SINGLE PHASE DOUBLE SUPPORT	EA	OH	1	$ 153.35	$ 153.35
25	(R) DA6	1 PHASE SINGLE DEADEND	EA	OH	1	$ 238.65	$ 238.65
26	(R) DB1	2 PHASE XARM 0 - 5 DEG	EA	OH	3	$ 217.41	$ 652.23
27	(R) DB2	2 PHASE XARM DBL SUP 0 - 5 DEG	EA	OH	2	$ 298.31	$ 596.62
28	(R) DB7	2 PHASE XARM DEADEND	EA	OH	1	$ 292.22	$ 292.22
29	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	4	$ 43.93	$ 175.72
30	(R) DF1-2	10 inch SGL HELIX ANCHOR W/7 inch ROD	EA	OH	1	$ 25.80	$ 25.80
31	(R) DF1-3	ANCHOR EXPANDING 10,000 LBS	EA	OH	3	$ 40.87	$ 122.61
32	(R) DFB1	2 PHASE FIBERARM SUP 0-5 DEG	EA	OH	1	$ 217.40	$ 217.40
33	(R) DG210	2 PH. TRANSFORMER BANK	EA	OH	1	$ 456.09	$ 456.09
34	(R) DG39	1 PH. TRANSFORMER ON 3 PH CIRC	EA	OH	1	$ 148.43	$ 148.43
35	(R) DG9	1 PH. TRANSFORMER ON 1 PH TANG	EA	OH	3	$ 148.43	$ 445.29
36	(R) DGP10-120/240	10KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
37	(R) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	2	$ 148.43	$ 296.86
38	(R) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	$ 148.43	$ 148.43
39	(R) DJ6	SWINGING CLEVIS W/INSULATOR	EA	OH	1	$ 34.23	$ 34.23
40	(R) DK14	SERVICE CLEVIS	EA	OH	6	$ 34.23	$ 205.38
41	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	3	$ 52.92	$ 158.76
42	(R) DM5-10	CUTOUT AND ARRESTER ASSEMBLY	EA	OH	1	$ 138.33	$ 138.33
43	(R) DM5-20	INSULATOR BELL POLYMER	EA	OH	1	$ 22.98	$ 22.98
44	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	4	$ 7.46	$ 29.84
45	(R) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	1	$ 31.16	$ 31.16
46	(R) DM5-6T	ARRESTER LIGHTNING TANK MOUNT	EA	OH	1	$ 68.34	$ 68.34
47	(R) DM5-9	CUTOUT SINGLE SHOT	EA	OH	1	$ 27.20	$ 27.20
48	COMM	Communications - transfer or top	EA	OH	3	$ 78.58	$ 235.74
49	MISCELLANEOUS	Digging, Conduit Work, and Repulling of Wire	EA	OH/UG	LS	$ -	$ 6,601.90
		TOTAL FOR CONSTRUCTION UNITS					$ 22,564.31

CSP/RFP No. 26-055 2026 Overhead Electric Distribution Construction Projects 03/24/26 @ 2:00 P.M.	Project Cost
1. 13863 Wellborn Road - Pole Replacement	$ 5,866.53
2. 8111 Bunker Hill Court – Pole & Transformer Replacement	$ 5,517.89
3. 1205 Charles Court - Pole & Transformer Replacement	$ 3,111.99
4. 111 Pershing Avenue – Pole & Transformer Replacement	$ 3,133.55
5. 2607 Cumberland Court – Pole & Transformer Replacement	$ 3,294.29
6. 1821 Langford – Pole & Transformer Replacement	$ 3,483.47
7. SH 6 & William D Fitch - Pole & Air Break Switch Replacement	$ 6,387.74
8. Rock Prairie Landfill Poles - Pole & Transformer Replacement	$ 14,599.18
9. 1209 Boswell - Pole & Transformer Replacement	$ 3,740.85
10. Winding Road OH Removal - Pole & Transformer Replacement / Overhead (OH) Work	$ 14,942.09
11. Brooks Avenue OH Maintenance - Pole & Transformer Replacement / Overhead (OH) Work	$ 12,826.44
12. 3454 F&B Road – Pole Replacement / Overhead (OH) Work	$ 9,444.91
13. Rose Circle Pole Inspection - Pole & Transformer Replacement	$ 45,296.05
14. Deacon and Rio Grande - Pole Replacement	$ 3,141.31
15. 1007 Holt Street - Pole & Transformer Replacement / Remove Open Secondary	$ 17,111.31
16. 1009 Dominik - Pole Replacement / Overhead (OH) Work	$ 19,258.81
17. San Benito Drive OH Tap Maintenance – Pole & Transformer Replacement	$ 40,927.45
18. Post Oak Circle Pole - Pole & Transformer Replacement	$ 37,101.39
19. Normand Drive OH Tap Maintenance - Pole & Transformer Replacement	$ 72,504.76
20. Haley Place OH Maintenance - Pole & Transformer Replacement / OH Work	$ 42,809.14
21. Ashburn OH Maintenance - Pole & Transformer Replacement / OH Work	$ 22,564.31
Mobilization for All Projects (Lump Sum)	$ 12,000.00
GRAND TOTAL	$ 399,063.46

C&G Electrical

CONTRACTOR BUSINESS NAME

May 18, 2026
Item No. 7.7.
Engineering Services Retainer Contract with McCord Engineering, Inc.

Sponsor: Glenn Gavit

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a three-year professional services contract with McCord Engineering, Inc. for $1,800,000 for electrical engineering services.

Relationship to Strategic Goals:
Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends Council approve the contract with McCord Engineering, Inc.

Summary: This contract is for an original term of three (3) years at $600,000 per year, with two (2) possible one-year renewals. The City of College Station Electric Utilities Department has utilized McCord Engineering, Inc. (McCord) for electric engineering services for decades. McCord is a highly qualified local firm whose staff is extremely knowledgeable in the CSU electric system and responsive to the needs of the City. It is anticipated that McCord Engineering will provide engineering and design services as needed for new and existing electric system facilities additions and improvements. Based on McCord's familiarity with CSU's design specifications, procedures, and Transmission/Distribution electric system, and the public purpose served by the projects in which they are involved, it is in the City's best interest to continue to contract with McCord to provide these services. This contract is exempt from the purchasing requirements contained in Tex. Loc. Gov't Code Chapter 252.

Budget & Financial Summary: Funds are budgeted and approved in the Electric Utility's Operating Budget and in the Electric Utility Capital Improvement Projects Fund for professional services related electric capital improvement projects.

Attachments:
1. 26300432--LKP (CC 5.18.26)-revised_VendorSigned

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300432 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Engineering Services Retainer Contract

Engineering services for Electric Utilities Department

Name of Contractor: McCord Engineering, Inc.

CONTRACT TOTAL VALUE: $ 600,000.00 **$1,800,000.00**

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)

The City of College Station Electric Utilities Department has utilized McCord Engineering, Inc. for electric engineering services for decades due to their expertise, responsiveness, and familiarity with CSU's system. McCord will continue to provide engineering and design services for new and existing electric system improvements as needed. The City Manager's Office (CMO) has approved an exception (04/06/26) to the purchasing requirements of Tex. Loc. Gov't Code Chapter 252. Funds available as budgeted and approved within Electric Utility's Annual Budget/Capital Improvement Funds.

*(If required)**

CRC Approval Date*: 02/26/14 **Council Approval Date*:** 05/18/26 **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 R. 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

ENGINEERING SERVICES RETAINER CONTRACT

between

THE CITY OF COLLEGE STATION

and

McCORD ENGINEERING, INC.

June 2026

CRC Approved: 02-26-2014
Contract No.: 26300432

ENGINEERING SERVICE CONTRACT
RETAINER FOR CONSULTATION SERVICES

AGREEMENT made between the **City of College Station, a Texas Home-Rule Municipal Corporation** (hereinafter called the "CITY") and **McCord Engineering, Inc.,** (hereinafter called the "ENGINEER" or the "CONTRACTOR").

WHEREAS, the CITY owns and operates an electric transmission, substation and distribution system and desires to obtain engineering services to assist in planning and operating said system; and

WHEREAS, the ENGINEER represents that he has sufficient experienced personnel and equipment to perform, and the CITY desires the ENGINEER to perform the engineering services herein described in respect of the System; and

WHEREAS, the CITY owns and operates water and wastewater utility systems, drainage ways, and streets and roadways within its municipal boundaries and desires to obtain right-of-way acquisition services to assist in obtaining utility easements, right-of-ways, etc. for such CITY facilities; and

WHEREAS, the ENGINEER represents that he has sufficient experienced personnel and equipment to perform the desired right-of-way and easement acquisition services, and the CITY desires the ENGINEER to perform these services herein described in respect to the stated CITY facilities;

NOW, THEREFORE, in consideration of the mutual undertakings herein contained the CITY and the ENGINEER agree as follows:

ARTICLE I
GENERAL

The ENGINEER shall render diligently and competently the engineering and right-of-way acquisition services herein described.

ARTICLE II
OPERATION AND MAINTENANCE CONSULTATION SERVICES

Section 1. SERVICE BY TELEPHONE OR CORRESPONDENCE. The ENGINEER shall advise the CITY by telephone or correspondence at such times and with respect to such engineering problems as the CITY may request, provided advice on such problems can reasonably be given on the basis of the ENGINEER'S knowledge of the System and copies of engineering studies and maps or other data furnished by the CITY to the ENGINEER and retained in the office of the ENGINEER during the term of this Agreement as provided in Article V hereof.

Section 2. VISITS. The ENGINEER shall upon request of the CITY and on a date to be agreed upon by the CITY and the ENGINEER, visit the System to confer with management and

maintenance personnel on matters pertaining to operation and maintenance of the System and perform such engineering and right-of-way acquisition services in respect of the System as can reasonably be performed during the visit.

Section 3. REPETITIVE SERVICES. The ENGINEER shall perform the following services at the times specified below and shall cooperate with the CITY in scheduling any required visits to coincide, to the extent practicable, with other visits required by this Agreement:

(a) The ENGINEER shall, upon request, provide all engineering services requested by the CITY that are services offered by the ENGINEER in the normal course of his business.

(b) The ENGINEER shall, upon request, provide all right-of-way and easement acquisition services requested by the CITY for Utility System additions, drainage ways, and streets and roadways that are services offered by the ENGINEER in the normal course of his business.

ARTICLE III
INSPECTION AND CERTIFICATION OF WORK ORDER CONSTRUCTION

The ENGINEER shall from time to time, upon request of the CITY, visit the System and perform such engineering services as shall be required to inspect construction. Such services shall include, but not be limited to the following:

(a) Determination that construction conforms to the CITY'S specifications and standards and to the requirements of the National Electrical Safety Code or State codes if they are more stringent.

(b) A review of the construction staking sheets, to determine that these records represent the construction completed and inspected.

(c) Preparation of a list of construction clean-up notes and staking sheet discrepancies to be furnished to the CITY to permit correction of construction, staking sheets, other records, and work order inventories.

(d) Re-inspections of construction corrected as a result of the ENGINEER'S report.

(e) Certification of work order inventories in accordance with the CITY'S requirements.

ARTICLE IV
SERVICES

During the term of this Agreement, the ENGINEER shall provide, upon request of the CITY and agreement of the ENGINEER, engineering and right-of-way acquisition consultation services that are not furnished in the normal course of his business. In each such case, the services to be performed and compensation to be paid in these instances shall be mutually agreed upon by the

parties to this Agreement and reduced to writing before any work is started, except in the case of an emergency. In case of an emergency, the details of engineering and right-of-way acquisition services to be performed and the compensation to be paid shall be mutually agreed upon and reduced to writing as soon as practical after the work is started.

ARTICLE V
BASIC DATA FURNISHED BY CITY

The CITY shall furnish to the ENGINEER and the ENGINEER shall retain in his office, during the term of this Agreement, copies of engineering studies, maps, right-of-way acquisition materials and other pertinent data in respect of the System. The ENGINEER shall deliver to the CITY, if requested, a written itemized receipt for such material, and shall be responsible for its safe keeping and shall return it to the CITY, upon request, in as good condition as when received, normal wear and tear excepted.

ARTICLE VI
CITY FURNISH LINEMEN

The CITY shall furnish the services of a qualified lineman or linemen whenever such services are required to obtain any information or perform any tests that will require working on a pole or structure that supports an energized conductor.

ARTICLE VII
COMPENSATION

Section 1. The CITY shall pay the ENGINEER for services performed hereunder as follows:

a. In consideration of the ENGINEER maintaining personnel ready to perform engineering services, whether such services are requested or not, a monthly retainer fee in the amount of **no dollars .**

b. For the services of engineering personnel, technicians, draftsmen, field party personnel, right-of-way agents etc. devoted to the obligations of the ENGINEER hereunder, the ENGINEER shall invoice the CITY in accordance with his current Standard Cost-Plus Fee Schedule. A copy of the current (**June 2026**) schedule is included herewith as **Exhibit A.** Any proposed revisions of said Standard Cost-Plus Fee Schedule during the term of this agreement will be submitted to the CITY. No changes to said Standard Cost-Plus Fee Schedule during the term or any renewal of this agreement shall be effective unless approved in writing by both parties.

c. Except in the event of a duly authorized written change order, approved by the CITY as provided in this Contract, the total cost of all professional services provided under this Contract for each **one-year period** may not exceed **six hundred thousand and 00/100 Dollars ($600,000.00).** Accordingly, except in the event of a duly authorized change order, approved by the CITY as provided in this Contract, the **total** compensation to ENGINEER under this agreement,

excluding any renewal periods, shall not exceed **one million eight hundred thousand and 00/100 Dollars ($1,800,000.00).**

Section 2. The ENGINEER shall maintain accurate records of all expenditures with respect to the services performed under this Agreement and in sufficient detail to serve as a basis for his preparation of Statements of ENGINEER'S fee's and as a basis for the CITY'S approval of such Statements. The ENGINEER'S Statements shall list separately the cost for each project for which work was performed during the applicable billing period. The ENGINEER shall submit a Statement to the CITY each month for all compensation due hereunder for the preceding month. Unless otherwise specified, the CITY shall pay the ENGINEER within thirty (30) days after receipt and approval of such Statements by the CITY.

Section 3. The foregoing compensation shall include the use of the following instruments: All drafting instruments; surveyor's transit, chain or tape and ordinary surveying instruments, and ordinary office equipment. The use of additional equipment, which may be required, shall be compensated for at rates to be agreed upon by the CITY and the ENGINEER.

ARTICLE VIII
INSURANCE AND INDEMNIFICATION

Section 1. INDEPENDENT ENGINEER. The parties agree the ENGINEER shall be deemed to be an independent ENGINEER and not an agent or employee of the CITY with respect to its acts or omissions hereunder. The parties agree the services and activities performed under this Agreement are not and shall not be construed as a joint venture between the parties.

Section 2. INDEMNITY. The Engineer agrees to indemnify, defend, and hold harmless the CITY, its officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Engineer, any of its subcontractors of any tier, or of any employee or invitee of Engineer or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Engineer or by any such subcontractors of any tier, under this Contract.

Section 3. LEGAL LIMITATIONS INCORPORATED. 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 2. of this Article VIII, 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.

Section 4. **RELEASE. The Engineer releases, relinquishes, and discharges the CITY, its 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 Engineer or its employees and any loss of or damage to any property of the Engineer or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Engineer's work to be performed hereunder. Both the CITY and the Engineer 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 Engineer 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 Engineer, or any third party.**

Section 5. INSURANCE. The ENGINEER 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 ENGINEER, its officers, agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit B.** 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.

ARTICLE IX
MISCELLANEOUS

Section 1. LICENSE. The ENGINEER shall comply with all applicable statutes pertaining to engineering.

The ENGINEER warrants that McCord Engineering, Inc. possesses Firm No#F-2664 issued by the State of Texas on the 2nd day of January 2001 .

The ENGINEER warrants that Rex N. Woods, P.E. possesses License No#87089 issued to him by the State of Texas on the 21st day of July 2000.

Section 2. TERM. This Agreement shall become effective as of the date the last party executes this Agreement and shall remain in effect for a period of three years. Thereafter, this Agreement may be renewed on an annual basis not to exceed two such renewals upon the written approval of both parties. This Agreement may be terminated at any time during the term hereof by either party giving thirty (30) days notice in writing to the other of its intention to terminate. Upon such termination, the CITY shall pay the ENGINEER for such services as may have been performed up to the date of termination.

Section 3. RETURN OF DATA. The ENGINEER shall immediately upon expiration or termination of the Agreement return to the CITY all the engineering studies, maps, right-of-way acquisition materials and other data furnished to the ENGINEER by the CITY pursuant to this Agreement.

Section 4. QUALIFIED PERSONNEL. The obligation and duties to be performed by the ENGINEER under this Agreement shall be performed by persons qualified to perform such duties efficiently. The ENGINEER, if the CITY shall so direct, shall replace any ENGINEER or other person employed by the ENGINEER in connection with the work. The ENGINEER shall file with the CITY, statements, signed by the ENGINEER, of the qualifications, including specific experience, of each ENGINEER and inspector assigned to the System.

Section 5. COPIES OF AGREEMENT. This Agreement may be executed simultaneously and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

Section 6. ASSIGNMENT. The obligations of the ENGINEER under this Agreement shall not be assigned without the approval in writing of the CITY.

Section 7. WARRANTY. ENGINEER warrants the design preparation of drawings, his designation of materials and equipment, and the performance of other services pursuant to this Contract.

Section 8. CHANGE ORDERS. Written change orders may be approved by the City Manager or his delegate provided the change order does not increase the total annual or aggregate amounts set forth in ARTICLE VII, Section 1, paragraph c, of this Contract. **Any request by the ENGINEER for an increase in said amounts 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.**

Section 9. REQUIRED DISCLOSURE AND CONFIDENTIALITY. All materials and information provided by the CITY or acquired by the ENGINEER on behalf of the CITY shall be regarded as confidential information in accordance with Federal and State laws, National Electric Regulatory Council and ethical standards. The ENGINEER must ensure the confidentiality of such materials and/or information.

Section 10. SECURITY CLEARANCES.

a. The ENGINEER must supply and maintain a current list of all employees used on the contract. Said list must include the employee's full name, date of birth, drivers license and social security number. When new personnel are assigned, this information must be clearly identified as an update to the initial list and given to the CITY representative immediately. All workers are subject to security clearances as may be required by the CITY. All workers who require access to critical infrastructure or information as defined by College Station Electric Utilities must have a current seven-year background check. It is the responsibility of the consultant to produce this documentation upon request. All workers must submit to a State computerized criminal history check conducted by the CITY. Background checks will be completed, and employees cleared for work before any work commences. Additional background checks may be made at any time thereafter during the term of the contract.

b. No employee of the ENGINEER who has a felony criminal history, is under indictment for a felony offense, or has felony criminal charges pending shall work on CITY projects.
c. The CITY reserves the right to exclude ENGINEER personnel from working on project sites should a security concern arise, or to terminate the contract with the ENGINEER at any time due to breaches in security caused by ENGINEER personnel.
d. Under no circumstances will the ENGINEER or his / her personnel represent themselves as employees of the CITY.
e. Workers shall always wear ENGINEER-furnished ID badges while on CITY premises or property.

Section 11. ENFORCEABILITY. If any provision of this Contract 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 Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 12. 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.

Section 13. NOTICES. 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:

Notice to CITY:

City of College Station
Attn: Glenn Gavit
P.O. Box 9960
College Station, Texas 77842
Phone: (979) 764-3682
Fax: (979) 764-3452

Notice to ENGINEER:

McCord Engineering, Inc.
Attn: Rex N. Woods, P.E., President
916 Southwest Parkway East
College Station, Texas 77840
Phone: (979) 764-8356
Fax: (979) 764-9644

Section 14. NO WAIVER. 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.

Section 15. APPLICABLE LAWS. The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

Section 16. ACKNOWLEDGEMENT. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

Section 17. EFFECTIVE DATE. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

AGREED:

McCORD ENGINEERING INC.

By: Rex Woods
Printed Name: Rex N. Woods, P.E.
Title: 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

COST-PLUS FEE SCHEDULE

McCORD ENGINEERING, INC.

McCord Engineering, Inc.
916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

CONFIDENTIAL

To: City of College Station January 30, 2026

FEE SCHEDULE

A. Engineering Services Rendered

1. Mileage in accordance with the current IRS rate.

2. Out of pocket expenses (Meals, Motel, Postage, Printing, etc.) - at cost.

3. Salaries and Wages - Below is our current hourly rates by position title for MEI personnel. These rates are valid until June 22, 2027.

Registered Professional Engineers
Level 1 .....$100.00-$175.00
Level 2 .....$175.00-$250.00
Level 3 .....$250.00-$335.00

Engineering Technician/Project Managers
Level 1 .....$45.00-$100.00
Level 2 .....$100.00-$150.00
Level 3 .....$150.00-$200.00
Level 4 .....$200.00-$250.00

Field Services Technician
Level 1 .....$45.00-$65.00
Level 2 .....$65.00-$85.00
Level 3 .....$85.00-$105.00
Level 4 .....$105.00-$125.00
Level 5 .....$125.00-$150.00

Administrative
Level 1 .....$25.00-$75.00
Level 2 .....$75.00-$150.00
Level 3 .....$150.00-$200.00

Our services are billed on a monthly basis with payment due net 30 days.

EXHIBIT B

Insurance Requirements

I. Standard Insurance Policies Required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each policy, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policy maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor 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 liability 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 any letter of authorization to commence planning is issued or any work on the Project commences.

III. General Requirements Applicable to All Policies:

A. Only insurance carriers licensed and 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 an occurrence basis.
C. "Claims made" policies are accepted only for Professional Liability insurance.
D. Coverage shall not be suspended, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station.
E. Certificates of Liability Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.
F. Policies shall be endorsed to list the City of College Station, its officials, agents, employees, and volunteers as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees, and volunteers.
G. Policies shall be endorsed with 'primary and non-contributory" language.
H. Policies shall include an endorsement for a waiver of subrogation in favor of the City.

IV. Commercial General Liability requirements:

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 liability 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 the City's review and acceptance.
D. The coverage shall include but not be limited to premises/operations, independent contracts, products/completed operations, host liquor liability, contractual liability (ensuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

VI. Business Automobile Liability requirements:

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 any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

VII. Workers' Compensation Insurance requirements:

1. Employer's Liability limits of $1,000,000 for each accident, each employee is 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".

VIII. Professional Liability requirements:

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 occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000. If requested by the City, financial statements shall be furnished to the City of College Station.
C. " Claims made" policies must have a 24-month extended reporting period available and the retroactive date must be shown on the certificate.

EXHIBIT C

Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2026

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 The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	**CONTACT NAME:** Deanna Dyer **PHONE (A/C, No, Ext):** 713-552-1900 **FAX (A/C, No):** 713-513-5411 **E-MAIL ADDRESS:** ddyer@riskspecialtygroup.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : RLI Insurance Company / 13056
INSURED MCCOENG-01 McCord Engineering, Inc. 916 Southwest Parkway East College Station TX 77840	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1052489332 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability "claims made"			RDP0058897	6/25/2025	6/25/2026	Per Claim Limit Aggregate Limit	$2,000,000 $4,000,000

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

Professional Liability Retroactive Date - 01/01/1985, Deductible $50,000

CERTIFICATE HOLDER

City of College Station
PO Box 9960
College Station TX 77842-7960

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2026

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 ANCO Insurance PO Box 3889 Bryan TX 77805	**CONTACT NAME:** Michele Stafford **PHONE (A/C, No, Ext):** 979-774-6529 **FAX (A/C, No):** 979-774-5372 **E-MAIL ADDRESS:** michele.stafford@hubinternational.com
INSURED MCCOENG-01 McCord Engineering Inc. 916 Southwest Pkwy East College Station TX 77840	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Continental Casualty Co. 20443 **INSURER B :** Valley Forge Insurance Company 20508 **INSURER C :** Republic-Franklin Insurance Company 12475 **INSURER D :** Texas Mutual Insurance Company 22945 **INSURER E :** Utica Lloyds of Texas 10990 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1735392488 **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:			7013633066	1/2/2026	1/2/2027	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
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			5753483	1/2/2026	1/2/2027	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			8037519226	1/2/2026	1/2/2027	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
D	**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		0001262414	1/2/2026	1/2/2027	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	Equipment Floater			CPP5753485	1/2/2026	1/2/2027	see below	

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

Umbrella policy follows form over underlying liability policies shown on certificate.
See note pad for Endorsement Form numbers

Certificate Holder Note:

Additional Insured Form SB300120-C
GL Blanket Additional Insured and Waiver of Subrogation - Form SB146968C (10-19)
30 Days NOC Form SB147052C (6-16)
See Attached...

CERTIFICATE HOLDER

City of College Station
ATTN: Risk Manager
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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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
ANCO Insurance	McCord Engineering Inc. 916 Southwest Pkwy East College Station TX 77840
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

WC Blanket Waiver of Subrgation - See Form #WC420304B
WC Form #WC420601 - 30 Days NOC
COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT
PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

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TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent 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 1/2/26 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001262414 of Texas Mutual Insurance Company effective on 1/2/26

Issued to: MCCORD ENGINEERING INC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/30/25

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. **Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Crrently in effect or becoming effective during the term of this policy; and

2. Executed prior to the:

a. "**Bodily injury**" or "**property damage**"; or

b. Offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations specified in the written contract or written agreement; or

c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:

(1) The written contract or written agreement requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or

b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "**suit**" under this insurance;

2. Tender the defense and indemnity of any claim or "**suit**" to us for a loss we cover under this Coverage Part;

3. Except as provided for in paragraph **D.2.** below:

a. Tender the defense and indemnity of any claim or "**suit**" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "**suit**" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.

3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "**suit**" if any other insurer has a duty to defend the additional insured against that "**suit**" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;

2. A partnership or joint venture, then its partners, members and their spouses are insureds;

3. A limited liability company, then its members and managers are insureds;

4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

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(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "**your work**" done under a contract with that person or organization and included within the "**products-completed operations hazard**."

All other terms and conditions of the Policy remain unchanged.

00020066701363306622 78

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

Only that insurance provided below that broadens coverage under the Commercial Auto Coverage Part applies.

A. Fellow Employee Exclusion Exception

The following modification applies on an excess basis over any other insurance.

Exclusion **5.** (Fellow Employee) of SECTION **II** - LIABILITY COVERAGE is replaced by the following:

5. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

But this exclusion does not apply to "bodily injury" to any fellow employee which results from the use of a covered "auto" you own or hire.

B. Increased Supplementary Payments

The amount we will pay for the cost of bail bonds and for reasonable expenses incurred by the "insured" under the Supplementary Payments Coverage Extension of SECTION **II** - LIABILITY COVERAGE is increased to $2,500 and $300 respectively.

C. Automatic Hired Auto Physical Damage Coverage

1. Subject to **2.** and **3.** below, the broadest of the Physical Damage Coverages provided under this Coverage Part for "autos" you own are also provided for hired "autos" which are covered for Liability Coverage under this Coverage Part.

2. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $35,000.

3. As respects the Physical Damage Coverage provided for hired "autos" under this Coverage Extension, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the largest deductible for such coverage applicable to any owned covered "auto." In the event of "loss" caused by fire or lightning, no deductible shall apply.

D. Leased Auto Additional Legal Obligation Coverage

The following coverage is added to SECTION **III** - PHYSICAL DAMAGE COVERAGE:

For any covered "auto" for which this Coverage Form includes a lessor as an additional "insured" under the Additional Insured - Lessor endorsement, we will pay your additional "legal obligation" to such lessor in the event of a total "loss."

As used in this coverage, "legal obligation" shall mean and be the difference between the amount owed on your lease and the actual cash value of the "auto." The amount owed on your lease shall not include any taxes; overdue payments or interest resulting from overdue payments; penalties; lease termination fees; and charges resulting from mileage, overdue payments or excess wear and tear. The actual cash value of the "auto" and the amount owed on your lease shall be based on the time of the "loss."

E. Theft Extension

The coverage provided under SECTION **III** - PHYSICAL DAMAGE COVERAGE for transportation expenses incurred by you because of a total theft of a covered "auto" of the private passenger type is increased to $50 per day and to a maximum of $1,000.

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F. Window Glass Breakage Deductible Waiver

For "loss" covered under SECTION **III** - PHYSICAL DAMAGE COVERAGE, the Deductible provision does not apply to window glass breakage if the damaged window glass is repaired instead of replaced.

G. Malfunction Extension for Airbags

The following provision is added to the Exclusion for wear and tear, freezing, mechanical or electrical breakdown under SECTION **III** - PHYSICAL DAMAGE COVERAGE:

But mechanical or electrical breakdown does not include accidental inflation of an airbag.

H. Multiple Deductibles

1. In the event of any occurrence which results in a loss or "loss" we cover under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in **2., 3.** or **4.** below.

2. **a.** If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.

b. Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.

3. If involved deductibles for different coverages are of different amounts, we will use the method described in **a.** or **b.** of this item **3.** which results in the higher total payment to you.

a. We will apply each deductible to the loss or "loss" for the coverage to which it applies; or

b. We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.

4. This deductible provision does not apply to loss or "loss" caused by flood, windstorm or hail.

I. Bodily Injury Redefined

It is agreed and understood that the definition of "bodily injury" (SECTION **V**) includes mental anguish resulting from "bodily injury," sickness or disease to the person who sustained such "bodily injury," sickness or disease.

J. Unintentional Failure to Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the Coverage Part shall not invalidate the insurance afforded by this Coverage Part if such failure or omission is not intentional.

K. Broadened Cancellation

It is agreed that we may cancel or nonrenew this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation or nonrenewal at least sixty (60) days before the effective date of cancellation.

This provision does not apply if the policy is cancelled for nonpayment of premium.

If these provisions conflict with any state law or regulation governing the cancellation/nonrenewal of this Coverage Part, then such law or regulation shall prevail and this Coverage Part is amended to conform with such law or regulation.

L. Broadened Named Insured

It is agreed that the Named Insured shown in the Declarations includes any subsidiary corporation, firm, or organization of a similar business nature which is newly acquired or formed, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. However, coverage does not apply to "bodily injury," "property damage" or "loss" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

As used in this extension of coverage, the phrase, "similar business nature" means of a nature which an ordinary person would consider to be closely related to your business.

M. Notice of Accident, Claim, Suit or Loss

It is agreed that failure by any agent, servant, or employee (except an executive officer, or individual designated by an executive officer to give such notice) of the "insured" to notify us of any "accident," claim, "suit," or "loss" of which such person has knowledge shall not invalidate the insurance afforded by this Coverage Part as respects the Named Insured.

N. Hired Auto Changes

Coverage territory is amended to be anywhere in the world for a "suit":

1. Involving a covered "auto" that is leased, hired, rented or borrowed by the Named Insured; and

2. Brought against an "insured" for damages to which this insurance applies;

when such "suit" is brought in:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico; or

d. Canada.

O. Theft Expenses

Under the Loss Payment - Physical Damage Coverage Loss Condition (SECTION **IV**), regardless of the option we select, it is agreed and understood that in the event of a theft of a covered "auto," we will pay those expenses incurred for the return of the covered "auto" to the Named Insured.

P. Employees as Insureds

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Q. Towing and Labor

Under SECTION **III** - PHYSICAL DAMAGE COVERAGE, Towing is replaced by the following:

Towing and Labor

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

a. $100 for a covered "auto" rated and classified as a private passenger vehicle.

b. $150 for a covered "auto" rated and classified as a light, medium, heavy or extra-heavy truck.

However, the labor must be performed at the place of disablement.

R. Personal Effects

The following is added to SECTION **III** - PHYSICAL DAMAGE COVERAGE:

Personal Effects

If you carry Comprehensive Coverage for the stolen covered "auto", we will pay up to $750 for personal effects stolen with the auto.

This insurance is excess over any other collectible insurance and no deductible applies.

S. Waiver of Subrogation

The Transfer of Rights of Recovery Against Others To Us Loss Condition is replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

T. Additional Insured - By Contract, Agreement Or Permit

Under SECTION **II** - LIABILITY COVERAGE, the following is added to Who Is An Insured:

Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Business Auto Coverage Form is an "insured" for Liability Coverage, but only to the extent that such person or organization qualifies as an "insured" under the Who Is An Insured Provision.

U. Rental Reimbursement

1. We will reimburse you for reasonable costs you incur for the rental of a substitute "auto" that temporarily replaces a covered "auto" described in the Declarations while such "auto" is being repaired due to a "loss" covered under Comprehensive Coverage, Specified Cause of Loss Coverage or Collision Coverage.

2. We will pay the lesser of:

a. The amount of actual and necessary rental costs that you incur; or

b. A maximum of $5,000 for each "loss."

3. The Deductible provision does not apply to this coverage.

Qualifications & Certifications



McCORD ENGINEERING, INC.

STATEMENT OF QUALIFICIATIONS UPDATE FOR CITY OF COLLEGE STATION

March 19, 2026

MCCORD ENGINEERING, INC

916 SOUTHWEST PKWY E
COLLEGE STATION, TX 77840

979-764-8356
WWW.MCCORDENG.COM

McCORD ENGINEERING COMPANY ORGANIZATIONAL CHART

LEGEND
EIT: Engineer in Training
ET: Engineering Technician
FST: Field Services Technician
PE: Professional Engineer
PM: Project Manager
SMA: Subject Matter Advisor
VP: Vice President
Bold: Manager

Jimmy D. McCord, PE
Owner / CEO

Rex Woods, PE
Owner / President

March 19, 2026

GENERAL ENGINEERING

David Witte - PM, VP

Cody Jordan, PM
Justin Bryant, PM
Tony Michalsky, PM
Christopher Pustejovsky, ET
Edy Harari, ET
Zeke Cadena, ET
Caleb Parker, ET
Dwain Duke, PM

GEO Account
Jake Moeller, EIT, Manager
Mark Fangue, PM
Maribel Rivera, ET
Liam Fernandez, ET

PLS-CADD Program Manager
Paul Pustejovsky,
Manager, SMA- AutoCAD
Connor Griffith, PM, EIT
Spencer Powell, PM
Roger Stark, ET
Brendan Legoullon, EIT
Bryan Witte, ET
Seth Zercher, ET

ACCOUNTING

Kathy Parker
Corporate Treasurer / Comptroller / CFO
Stephanie Zimmerman, Assistant Comptroller

ADMINISTRATION

Julie Cerny,
Corporate Secretary / CAO

Patti Weedon, Admin. Assistant
Christina Cabrera, Admin. Assistant
Sydney Turner, HR/Recruiter
Jillian Broussard, Admin. Assistant

IT Systems
Ana Novoa, Manager
Michael Natufe, IT Tech

GEORGETOWN, TX OFFICE

Danny Kasper - PM, VP

Adam Gottner, PM
Shelton Gilmore, Field Supervisor
Michael Langford, ET
Sam Johnston, ET
Mason Elliott, FST
Seth Joseph, EIT
Ben Lavine, FST
Race Chapman, ET
Allen Kristof, PM
Heath Dudley, PM
Jeffre Few, ET
Milana Herron, FST
Jackson Elliott, FST

PEC Account
Geoff Blair - Manager
Jay Shaw, PM
Austin Shaw, FST
Mitzi Jones, ET
Amber Shaw, ET
Steven Graci, FST
Joshua Haws, FST
Austin Jacobi, EIT
Caleb O'Connor, ET
Clayton Pierce, FST

System Planning
Ryan Kalmbach, PE, Manager
Artie Lambert, ET
Mike Stasny, PM

MID-SOUTH ACCOUNT

Jeramy Pampell - PM, VP

Bryan Harrison, ET
Caden Smallwood, PM
Zackary Huddleston, FST
Trevor Blain, PM
Kody Fox, ET
Jake Hill, ET
Constantine Stoilis, FST

Field Services
Brian Lindsay, Manager
Jake George, PM
Kye Abraham, FST
Austin Ham, FST
Cole White, FST

NORTH TEXAS

Jim Lyday, PE - Senior Manager

Filip Walczuk, EIT, SMA-PLS
Cooper Wolski, PM
Zane Malacara, ET
John Gervais, PE
Clayton Taylor, Field Supervisor
Mike Arnold, ET

CoServ Account
Jacob Stuckly, Manager
Robert Gaston, PM
Rollin Ogrodowicz, PE

Joshua Jenks, FST
Cullen Shipp, FST
Tanner Taylor, FST
Caedmon Garner, ET
Angel Fonseca, FST
Kaiden Smith, FST
Adam Reishus, ET
Rayce Radtke, EIT

TCEC Account
Sam Taylor, PE, Manager
Troy Lazzara, ET

TRANSMISSION /SUBSTATION DESIGN

Eavin Kunnamkudath - PE, Senior Manager

Klay Kubena, PE, SMA-Substations
Taylor Jatzlau, PM
John Pustejovsky, EIT
Thomas Friend, ET
Jeb Malek, EIT



Jimmy McCord, P.E. | Owner, CEO

While in graduate school, he served as a Graduate Assistant for Electric Power Institute of Texas. Mr. McCord worked for Electric Power Engineers, Inc. from 1970-1985 where he served as a Staff Consulting Engineer and Vice-President. He had the vision and started McCord Engineering, Inc. in January of 1985. He has played a leading role for Electric Distribution and Transmission projects that include Overhead to Underground Electric Line Conversions, Capital Improvement Plans, Master Planning and Studies, feasibility analyses, and new development for cooperatives and municipalities.

Education Background

Texas A&M University, TX, B.S. in Electrical Engineering, 1970
Texas A&M University, TX, ME in Electrical Engineering, 1971

License Status

Professional Engineer of Texas, #36899
(Inactive)



Rex N. Woods, P.E. | Owner, President

Rex has over 30 years of experience in the electric utility industry working at MEI. His experience includes power line construction staking and inventory, construction staking sheet development, pole line inspections, communication attachment design and review, electric system studies including planning, system protection, capacitor studies, long range studies, expert witness, electric transmission line design, construction management, underground feeder designs and layouts, 138kV transmission line design, project cost estimation, and overall project management. Rex has provided QA/QC for City of Georgetown (COG) projects for 4 years, after being the COG liaison and project manager for over 10 years.

Education Background

Texas A&M University, TX, B.S. in Electrical Engineering, 1992

License Status

Professional Engineer of Texas, #87089

At MEI, we believe that successful project delivery begins with the right people. The team assigned to work directly with you brings a wealth of experience, technical expertise, and a deep understanding of electric utility systems. Each member is committed to providing responsive, high-quality service tailored to your specific needs. While this core group will serve as your primary point of contact, they are fully supported by the collective knowledge and resources of our entire organization. From engineering and design to field support and project management, MEI's full capabilities are at your service to ensure the success of your project.

McCORD ENGINEERING, INC.

Danny Kasper

Vice President, Georgetown Office

Danny brings a wealth of experience with over 20 years working on various distribution planning studies including large load analysis, Capital Improvement Programs, and long-range studies. While managing the Georgetown Office, he also oversees residential and commercial design projects. His work experiences include line construction staking and inventory, contracting bid evaluations, planning and profile development, distribution line construction contract preparation, cost estimates for overhead distribution projects, underground feeder and electric service layouts, construction contract preparation, and construction staking sheet development.

Project Experience

City of Georgetown-12.5kV Contingency Study

Completed in 2021

- Reviewed the facility upgrades to determine those most beneficial to the distribution system
- Ensured system could reliably serve all customers on its 12.5kV circuits during a potential Georgetown Substation N2 Contingency

City of Georgetown- Gabriel 30/40 Sectionalizing Study

Completed in 2021

- Evaluated distribution protection for feeders GB-30 and GB-40 out of the Gabriel Substation
- Made recommendations as necessary based on evaluations and results

WS Campus Holdings- Electric Distribution Layout Overhead Large Commercial

Completed in 2023

- Provided NESC & PEC approved designs for four miles of overhead construction to large manufacturing facility
- Managed the project from easement acquisition, highway permit approvals, overseeing ROW clearing, concrete pole specifications to final construction

Stream Buda - Electric Distribution Layout Underground Large Commercial

Completed in 2023

- Provided NESC & PEC approved designs for underground loop systems to serve large commercial development
- Worked with PEC and developer from preliminary plat stage to designing two feeder entries into development

6 Creeks Development - Electric Distribution Layout Underground Residential

Completed in 2023

- Provided NESC & PEC approved designs for underground loop systems to serve many phases of residential development
- Worked with PEC and developer from preliminary plat stage to designing #1000 Al underground feeder with single phase loops to serve each phase of the development.



Profile

Education

Navasota High School '91

Years of Experience

33 Years Total
33 Years at MEI

Primary Discipline

Electrical Engineering

Primary Work Location

Georgetown, TX

Background Qualifications

- Vice President 2020-Present
- Experience as Senior Engineering Assistant 1999-2020
- Field Services Representative 1992-1999

Relevant Experience

Project Managed 2 or 4 year Construction Work Plans for the following Electric Cooperatives:

- San Bernard Electric (2021/2022)
- MidSouth Electric (2021/2022)
- Pentex Electric (2020-2023)
- Heart of Texas Electric (2023-2026)

Assisted with the City of College Station's Capital Improvement Plan for many Years and developed their Electric System Capacity Study (2015)

McCORD ENGINEERING, INC.

Ryan Kalmbach, P.E.

System Planning Manager

Ryan is currently licensed as a Professional Engineer, earning the distinction in 2014. Working for MEI since then, Ryan has honed his experiences and qualifications working on projects that have included arc flash studies, construction work plan creation, electric system planning studies, electric system power requirements analysis, motor start analysis, sectionalizing/ protection coordination studies, overhead line design review, substation loading and forecast analysis. Often working as the Engineer of Record, Ryan has also developed construction work plans for several large electric cooperatives.

Project Experience

City of Georgetown - 2025-2027 Capital Improvement Program

Completed in 2025

- A full- scale review of the Georgetown electrical system, detailing current and future loading for all substations, along with proposed improvements for critical areas
- A report for each individual substation including a spreadsheet of all incoming projects, feeder loading, and a four-year growth of the system

City of Caldwell - New Substation Analysis

Completed in 2024

- Designed feeder routes for new substation to provide optimal balanced loading for each feeder
- Developed project plan and timeline
- Created report detailing necessary projects, costs and configurations

Bryan Texas Utilities (BTU) - System Load Growth and Study Report

Completed in 2024

- Performed long range projected growth for Bryan-College Station area and BTU service
- Developed report for study

City of Burnet - System Coordination Study

Completed in 2024

- Reviewed existing protection settings and developed new recommendations as necessary
- Provided settings for five (5) new electronic reclosers
- Created report and tables with new recommended settings

City of Georgetown - 2022 Arc Flash Study

Completed in 2022

- Performed an Arc Flash study on the entire City of Georgetown Primary Electric Distribution System
- Ensured all deliverables and recommendations were detailed, accurate, and to client satisfaction



Profile

Education/Qualifications

B.S. Electrical Engineering
University of Texas at Austin '09

Years of Experience

16 Years Total
11 Years at MEI

Primary Discipline

Electrical Engineering

Primary Work Location

Georgetown, TX

Professional Registrations

Professional Engineer-TX
#118738

Background Qualifications

Engineering Associate for LCRA from 2010-2014

Engineering Intern for LCRA in 2009

Relevant Experience

Developed construction work plans for the following Electric Cooperatives:

- San Bernard Electric (2025-2026)
- MidSouth Electric (2025-2028)
- Pentex Electric (2020-2023)
- Heart of Texas Electric (2023-2026)
- Navasota Valley Electric (2025)
- Georgetown (2025-2027) *Made updates for 10 years, 20 years, & ultimate system loading*

Adam Gottner

Project Manager

Adam has varied experiences working as an Engineering Technician at MEI and has recently become a Project Manager. Some of his duties and experiences include Geo-processing with ArcMap 10.3- 10.4, Arc Catalog, and QGIS. Additionally he has experience with live field data collection setup and management, Computer Aided Drafting (AutoCAD), power line system modeling (PLS-CADD), GIS planning and proposal work for projects, project cost estimations, construction staking sheet development, plan and profile development, Milsoft Windmil model creation and engineering analyses, large data management and organization, and quality control of data.

Project Experience

City of Georgetown - 12.5kV Contingency Study
Completed in 2021
- Reviewed and determined facility upgrades that would be most beneficial to the City of Georgetown's distribution system
- Ensured system could reliably serve all consumers on its 12.5kV circuits during a potential Georgetown Substation N2 Contingency

City of Caldwell - Full System Study
Completed in 2022
- Field verification and modeling of all distribution components for the City of Caldwell from their substation to each feeder end
- Detailed updating of the Windmil engineering model in place
- Accurately performed a system study with detailed reporting on conductor loading and system voltage drop

City of Georgetown - 2022 -2026 Load Growth Study
Completed in 2022
- Organize future development loads onto their respective substation feeders by projected year developed.
- Performed a load growth system study analysis for that current year and every year up to 2026.
- Assisted in providing CIP system upgrade recommendations to keep up with City of Georgetown's growing system demand and what years they needed to be completed.

Pedernales Electric Cooperative - Last Mile Fiber Project
Completed in 2022
- Managed creation of PLS-CADD models and provided insight and details for make ready engineering creation
- Managed coordinations with the City of Leander, Johnson City, Marble Falls, and CTMRA to obtain proper permitting and adhere to necessary requirements
- Coordinated with manufacturers on assemblies needed for fiber and created specifications of fiber assemblies for client

Pedernales Electric Cooperative/City of Georgetown - SW Bypass
Completed in 2022
- Designed an overhead double circuit power line on top with #336AAC conductor and on bottom with #795 AAC conductor along the east side of the SW Bypass



Profile

Education

A.A.S. Print Design & Advertising
Austin Community College '08

A.A.S. Web Design & Advertising
Austin Community College '09

Years of Experience

11 Years Total
11 Years at MEI

Primary Discipline

Electrical Engineering

Primary Work Location

Georgetown, TX

Relevant Experience

- 6 years of knowledge and experience with system planning on the City of Georgetown's distribution system
- Field reviewed the entire City of Georgetown's distribution system to verify phasing and update Windmil model
- Completed Capacitor studies for the City of Georgetown for 3 years
- Designs and solutions to adhere to HB4150 for Pedernales Electric Cooperative
- Overhead power line designs using PLS-CADD for Pedernales Electric Cooperative and CoServ Electric for multiple projects

McCORD ENGINEERING, INC.

Mike Stasny

Project Manager

Mike joined MEI the year after his retirement from the City of Georgetown, where he worked as a technology manager for their municipal utility. He brings with him a wealth of experience in CIP plan development, managing technology projects, and geospatial systems. In his previous employment at the City of Georgetown, Mr. Stasny oversaw the management of the electric distribution system model used for Engineering and Operations. He also managed the City's citywide enterprise GIS services and applications. Mr. Stasny is proficient with Milsoft WindMil and LightTable software.

Project Experience

Navasota Valley Electric Cooperative - Large Load Planning
On-going
- Provides distribution system modeling analysis for large load requests and recommended improvements.

Heart of Texas Electric Cooperative - Distribution Planning
On-going
- Provides fault current protection analysis and coordination recommendations.
- Provides distribution system modeling analysis for large load requests and recommended improvements.

MidSouth Electric Cooperative - System Coordination
On-going
- Provides fault current protection analysis and coordination recommendations

Navasota Valley Electric Cooperative - 2025 Construction Work Plan
Completed 2024
- Full scale review of the NVEC electrical system, determining proposed improvements for the next year
- Created report with list of project by substations

San Bernard Electric Cooperative - 2025-2026
Completed 2024
- Full scale review of the SBEC electrical system, determining proposed improvements for the next two years
- Created report for each individual substation, including a spreadsheet of all proposed projects



Profile

Education

A.A.S. Engineering Design Graphics
Austin Community College

Project Management Certificate,
UT Continuing and Extended Education Program

Years of Experience

2 Years at MEI
33 Years Total

Primary Discipline

Electrical Engineering

Primary Work Location

Georgetown, TX

Relevant Experience

- 20 years of knowledge and experience with Milsoft's Core Engineering and Operations suite (including Windmil EA modeling and DisSpatch OMS)
- Milsoft LightTable
- Previous GIS Advisory Board member for Milsoft Utility Solutions

McCORD ENGINEERING, INC.

David Witte

Vice President, Project Manager

David has over 40 years of experience in operations, engineering, and design of electric distribution systems. His responsibilities are wide-ranged and include project management, overseeing overhead and underground distribution design, and construction management. His experience also includes highway and railroad crossing permit preparations, line construction staking and inventory, plan and profile development, construction staking sheet development, distribution line construction contract preparation, distribution line construction supervision and inspection, material specifications and procurement, contract bid evaluations, electric system planning studies, and fiber optics construction supervision and inspections.

Project Experience

Bryan Texas Utilities - Texas Ave Phase 1

Completed in 2022

- Oversaw the design of the relocation of approx. 2 miles of existing 12.4kV overhead distribution line along Texas Ave from SH21 to Coulter Dr.
- Managed underground bores across TX DOT ROW
- Conversion of overhead transformers and services to underground distribution
- Preparation of bid specifications

Bryan Texas Utilities - Texas Ave Phases 2 & 3

Design started 2019/20-Projected Completion 2023/24

- Project manager for relocation of approx. 3 total miles of existing 12.4kV overhead distribution line along Texas Ave from Coulter Dr. to Cooner St.
- Managed underground bores across TX DOT ROW
- Conversion of overhead transformers and services to underground distribution
- Preparation of bid specifications

Bryan Texas Utilities - William Joel Bryan Phase 2A

Design started 2021-Construction bid in 2023

- Project manager for relocation of existing 12.4kV overhead distribution line along Regent Ave and North Tabor Ave from East 24th to East 26th Street.
- Managed underground bores across TX DOT ROW
- Conversion of overhead transformers and services to underground distribution
- Preparation of bid specifications

City of College Station - Patricia Street Underground Feeder

Completed 2022

- Project manager of the installation of the manhole and conduit system to install two 12.5kV underground 1000 MCM AI 15kV circuits
- Oversaw design inclusion of 3 load bearing manholes and 7 pull boxes to be installed in streets and parking lots
- Managed installation of multiple 2” and 4” conduits of approx. 1400’ of directional bore and 800’ of open trench
- Preparation of bid specifications and creation of traffic control plan



Profile

Education

A.S. Electrical Distribution
Texas State Technical Institute ‘80

Years of Experience

46 Years Total
34 Years at MEI

Primary Discipline

Electrical Engineering

Primary Work Location

College Station, TX

Background Qualifications

- Vice President 2020 - Present
- Experience as MEI Project Coordinator from 2001-2020
- MEI Senior Engineering Assistant from 1994-2000
- MEI Engineering Assistant from 1992-1993
- Senior Engineering Technician for TU Electric Dallas 1980-1992

Relevant Experiences

- Electric substation design & construction
- Electric transmission line design & construction
- Subdivision electrical layouts & design
- Customer electric service layouts & policy development
- Underground feeder & electric service layouts
- Lighting layouts & design

McCORD ENGINEERING, INC.

Jake Moeller

Engineer in Training (E.I.T.)

Georgetown Account Manager

Jake is currently licensed as an Engineer in Training since 2016 in the State of Texas and recently became the manager of the Georgetown Account. He has the added experience working as a project manager and engineering assistant. His past experiences include AutoCAD drafting, construction staking sheet development, cost estimates for both overhead and underground distribution projects, electric substation design and construction, electric system arc flash assessments, electric transmission line design and construction, subdivision electrical layouts and design, and underground feeder

Project Experience

City of Georgetown Electric - Titan & Gateway 35 Development Titan Bldgs 1-6, & 8 / Gateway 35 Bldgs 2 & 3

Completed in 2023

- Acted as Project Manager and Engineering Assistant
- Designed a new service for the new commercial developments

CoServ Electric - HB4150 Water Crossing Analysis Lake Grapevine, Lake Lewisville, Lake Ray Roberts

Various Projects Completed in 2021

- Determined which lake crossing lines met or failed all required PUC compliances to make necessary changes and ensure proper public safety
- Design and construction to increase pole heights and class size while reassessing number of poles/spans included due to concurrent changes

City of Georgetown Electric - Electric Distribution Infrastructure for New Single & Multi Family Developments

Various Projects Completed 2015-2022

- Design for Wolf Ranch-Hillwood Communities Phases 1-3 , 4A, & Guy Tract
- Design for Sun City Neighborhoods 10, 69-72, 76-78, & 80
- Design for Ascend at Westinghouse Apts. & Chapel Hill Apts.
- Design for Round Rock Multifamily and Round Rock 2 developments

City of Georgetown Electric - Aviation Drive Extension Phase 1&2

Completed in 2021

- Acted as Project Manager and Engineering Assistant
- Designed the addition of 25kV distribution power lines along the new
- Aviation Dr. connecting Airport Rd. and IH35 Frontage Road serving the new Titan Commercial Development area

Bryan Texas Utilities - Texas Ave Phases 1, 2, & 3

Design started in 2019-Projected Construction Completion in 2024

- Project Manager for the relocation of approx. 5 miles of existing 12.4 kV overhead distribution line along Texas Ave.
- Oversaw underground bores across TX DOT ROW, conversion of overhead transformers & services to underground, and bid specifications



Profile

Education

B.S. Electrical Engineering
Texas A&M University '15

Years of Experience

11 Years Total

Primary Discipline

Electrical Engineering

Primary Work Location

College Station, TX

Professional Registrations

Engineer In Training-TX
#54459

Background Qualifications

- MEI Georgetown Account Manager, 2024 - Present
- MEI Engineer-in-Training, 2017-2023
- MEI Engineering Assistant, 2015
- Seasonal Engineering Intern for South Texas Electric Cooperative from 2009-2013

Relevant Experience

Acted as Project Manager and Engineering Assistant for the following City of Georgetown Electric projects:

- Shell Road Back-up Feeders Design for 25kV power lines (2020)
- Northwest Boulevard Extension for relocation & addition of 25kv distribution power lines (2018)
- Wolf Lakes Development to aid in creation of new services (2022)

McCORD ENGINEERING, INC.

Paul Pustejovsky
Program Manager

Paul has over 30 years of direct experience in various engineering projects and roles. His experiences include GPS/GIS conversions, mapping electric distribution systems utilizing WindMilMap, Milsoft Inc., and Autodesk Map, project cost estimation, electric distribution design, and acting as Quality Assurance and Quality Control lead on numerous work assignments.

Project Experience

City of Georgetown Electric - Titan Development Bldgs 4, 6 & 8

Completed 2023
- Acted as QA/QC
- Designed a new service for the new commercial developments

City of Georgetown Electric - New Services for New Single & Multi Family Developments

Various Projects Completed 2015-2023
- Design for Sun City Neighborhoods 65-66 and 69-80
- Design for Wolf Ranch - Hillwood Communities Phases 1-3 & 4A
- Design for Ascend at Westinghouse Apts. & Chapel Hill Apts. Phase 1
- Design for Round Rock Multifamily and Round Rock 2 developments

City of Georgetown Electric - Aviation Drive Extension Phase 1&2

Completed in 2021
- Acted as QA/QC
- Designed the addition of 25kV distribution lines along the new Aviation Drive connecting the Airport Road and IH35 Frontage Road serving the new Titan Commercial Development area.

City of Georgetown - Shell Road Back-up Feeders Design

Completed in 2020
- Designed the extension of 25kV distribution power lines along Shell Road
- Acted as QA/QC

Bryan Texas Utilities - Distribution Power Line Design

Completed in 2021
- Assisted in the design for overhead power line distribution to underground conversions
- Acted as QA/QC

City of Georgetown Electric - Summit Lofts

Completed in 2020
- Designed the new service for the new combination of both commercial and multi-family development
- Acted as QA/QC
- Assisted in the design process



Profile

Education

B.S. Electrical Engineering
Texas Tech University ‘89

Years of Experience

33 Years Total
31 Years MEI

Primary Discipline

Mapping Services

Primary Work Location

College Station, TX

Background Qualifications

- MEI Program Manager, 2024 - Present
- MEI Mapping Design Division Manager, 2000-2023
- MEI Senior Engineering Assistant/GPS Analyst, 1995-2000
- Engineering Assistant for TYMCO, Inc. in Waco, TX, 1990-1995

Relevant Experience

- Acted as QA/QC for a variety of Georgetown Electric Projects, and Bryan Texas Utilities
- Managed labor and material database
- Project cost estimation for a variety of clients for projects involving addition of power lines, relocation, and upgrades
- Oversaw client communications and quality care for various services

Connor D. Griffith, E.I.T.

Project Manager
Engineering Technician
GIS Technician

Since Graduating from Texas A&M and starting at McCord Engineering, Connor has designed and modeled many power systems projects for utilities and municipalities across Texas. As GIS Technician, Connor has managed many GIS projects and has facilitated the expansion of MEI's field collected data on Arc GIS Online. Connor uses his willingness to learn and detail orientation to expand his horizons in the power system field and strives to make each new project he works on better than the last. Connor continues to manage GIS projects, design overhead power lines, and works hard in his pursuits to become a professional engineer.

Project Experience

San Marcos - HT 70 Reconductor
Completed in 2022

- Modeled in 3D the reconductor of the HT-70 feeder
- Delivered Plan and Profile of the project as well as reports detailing parts
- Modeled a 2.35-mile distribution reconductor (Summer 2022) in San Marcos which included high angle self-supporting poles and overhead guying.

City of College Station - Holleman Overhead Design
Completed in 2023

- Modeled a mile-long Transmission Line as part of a Substation-to-Substation circuit reroute, to include a 550' span highway crossing, dual circuit transmission poles and large self-supporting custom steel pole designs.
- Created custom steel arms for high angle transmission line attachments and worked on optimizing pole strength loads, weather factors, and cable tensions to design a sound, cohesive system.
- This project also contained circa two miles of transmission removal which were modeled to ensure remaining distribution and communication under-build reliability.

San Bernard Electric Cooperative - Settlers Reserve Overhead
Completed in 2023

- Designed in AutoCAD and 3D modeled in PLS-CADD the proposed overhead power distribution for a new subdivision
- Worked as Engineering Technician

San Bernard Electric Cooperative - Wild Wing Preserve Overhead Line Extension
Completed in 2023

- Modeled approximately 5 miles of overhead single and three phase distribution, accounting for lot/property energy distribution and phase power loading balance.
- Made use of guying and tensioning techniques to ensure no gallop on proposed spans while maintaining appropriate pole loading.



Profile

Education
B.S. Electrical Engineering,
Texas A&M University, 2021

Years of Experience
4 Years MEI
4 Years Total

Primary Discipline
Electrical Engineering

Primary Work Location
College Station, TX

Professional Registrations
Engineer in Training - Texas

Relevant Experience

- Experienced in the proper uploading, modeling and tensioning of overhead transmission primary and OPGW lines.
- Adept at modeling poles to provided or standard specifications.
- Proficient in PLS-CADD, AutoCAD, Arc GIS, Google Earth KMZ manipulation, and Sag10.
- Has organized miles of GIS maps for overhead systems data collection and modeling.

McCORD ENGINEERING, INC.

Brian Lindsay

Field Services Manager

Brian has supported MEI clients as a Field Services Technician, gaining experience for over 13 years. His skills include highway & railroad crossing permit preparations, plan & profile development, material specifications & procurement, contract bid evaluations, electric transmission line design & construction, line construction staking & inventory, right-of-way easement preparations, surveying using a variety of different methods, Computer Aided Drafting (AutoCAD), concrete pole drilling guide design, distribution line design, TXDOT & County permitting, LIDAR & photogrammetry knowledge with Unmanned Aerial Vehicles, and client communications

Project Experience

CoServ Electric-Hwy 380 Road Improvement

Completed in 2022

• Relocated existing electric facilities to the new right-of-way as part of a TXDOT road improvement project
• Preliminary field data collected with the use of UAV and LiDAR. Some AutoCAD design, created concrete pole drilling guides as needed.

Bluebonnet Electric Cooperative - Fox Lane Subdivision

Completed in 2022

• Preliminary field data collection, design in ACAD, design input into Bluebonnet staking software (Partner), profile design for transmission crossing.

Bluebonnet Electric Cooperative-Mustang Developers Project

Completed in 2022

• Converted approx. 1.5 miles of single phase 1/0 ACSR distribution line to a three phase #336 ACSR distribution line to service a convenience store
• All aspects of design and construction for a new second three phase #336 distribution line for store servicing.
• Coordinated preliminary field data collection, designed in AutoCAD, and inputted design into Bluebonnet's Partner software. Coordination of final staking.

City of College Station-State Highway 6 Expansion Project

2023

• Provided engineering designs and all necessary deliverables to facilitate the relocation of the existing 138 kV overhead transmission line from Switch to Post Oak Substation
• Collecting of preliminary field data for design purposes.

Bluebonnet Electric Cooperative-Blake Manor Road Widening

2023

• Designed and completed field staking for the relocation of any existing power lines that were affected by the road widening
• Preliminary design in AutoCAD, and design inputted into Bluebonnet Partner software.



Profile

Education

Bryan High School, TX '05

Years of Experience

15 Years total
14 Years at MEI

Primary Discipline

Field Services and Design

Primary Work Location

College Station, TX

Relevant Experience

- Phone System Technician for Lindsay Communications from 2011-2012
- Aviation Electronics Technician for the United States Marine Corps from 2006-2011

McCORD ENGINEERING, INC.

Eavin A. Kunnamkudath, P.E.

Substation & Transmission Senior Manager

Eavin is currently licensed as a Professional Engineer in the state of Texas. A current project manager, Eavin's experiences include substation design and communications, electric system arc flash assessments, system protection coordination studies, contract bid evaluations, material specifications and procurement, utility SCADA system specifications and installations, transmission system studies, and plan and profile development. He also ideates strategies for business development in transmission, substation and distribution projects.

Project Experience

City of College Station-Hwy 6 Expansion Transmission & Distribution Re-Routes

Project Started in 2022, Est completion in 2026

- Designed multi-million dollar project for relocation of transmission and distribution lines due to the widening of Highway 6
- Coordinated discussions between multiple entities such as COCS, TxDOT and their Consultants to ensure completion of project in a timely manner.

City of College Station-Northwest Substation

Project Started in 2023, Est completion in 2026

- Designed greenfield 138kV/12.5kV substation with two radial ties to adjacent BTU Brushy Creek substation.
- Oversaw all engineering, studies, design and construction bid documents, evaluations related to geotechnical, civil, structural, electrical and P&C.
- Coordinated engineering design between 5 engineering firms to meet COCS specifications

ENGIE & Brandt Inc. Industrial-345kV Anson Solar Substation Design

Completed in 2020

- Designed control house layouts, BOM and completed various studies such as Ampacity, AC/DC Load, Arc Flash, Short Circuit and Illumination studies.
- Completed entire site HMI & Fiber network design and provided construction support with continual communication with client for a quality project delivery.

Lower Colorado River Authority - As-Built Services

Projects started in 2019 - Till date

- Oversaw nearly $1.5M worth of as-built services for P&C drawings at 69kV - 345kV substations till date.

Bastrop Energy Center 345kV Switchyard Upgrades

Completed in 2021

- Provided transmission line relay upgrade engineering for the NERC/CIP and ERCOT requirements
- Reviewed and updated existing transformer, generator and bus schemes, communication infrastructure for protection, control, SCADA schemes, and recommending a plan for future upgrades.



Profile

Education

M.E. Electrical Engineering
Texas A&M University '17

Post Graduate Diploma in Business Management
University of Hyderabad, India '15

B.Tech. in Electrical & Electronics Engineering NIT Warangal, India '13

Years of Experience

12 Years Total
9 Years MEI

Primary Discipline

Substation and Transmission

Primary Work Location

College Station, TX

Professional Registrations

Professional Engineer-TX #139545

Relevant Experience

Completed Retrofit & Greenfield Substation Design-Build Projects for the following clients:

- Pedernales Electric Coop. (2019-2026)
- City of College Station (2017-2026)
- Bluebonnet Electric Coop. (2017-2026)

Completed MV Overhead and Underground Distribution design projects for the following clients:

- CCC Group
- Principle Services
- Build Immersion
- Genesis Digital Assets

McCORD ENGINEERING, INC.

Klay Kubena, P.E.
Registered Professional Staff Engineer

Klay is currently licensed as a Professional Engineer in the state of Texas. Klay's experience includes substation Physical Design including layouts, elevation and detail drawings, and material lists. Klay also has experience in substation Relay & Control design including one-line development, schematics, schedules, layouts, wiring, and material lists. He has also completed various studies such as lightning protection, grounding protection, overcurrent protection and coordination using ETAP ® and Milsoft Windmill LightTable ®.

Project Experience

Pedernales Electric Cooperative - Gabriel Substation T4 Upgrade Project

Completed in 2024

• Physical Design to Upgrade T4 to 46.7 MVA Transformer, replace parallel 25kV 1000mcm aluminum URD per phase with parallel 25kV 1000mcm copper mining cable URD per phase, replace 138kV cables & 25kv overhead cable and pipe bus to T1 URD stand
• R&C design to upgrade T4, modify 1 Line, 3 Lines, schematics, wiring, replace existing control cables, extend conduit
• Bid documents and perform bid evaluation, completed as-built drawings

City of College Station - Spring Creek Ring Bus Modification Project

Completed in 2022

• Physical Design to modify a 138kv single bus 2 breaker substation into a 138kv 6 breaker ring bus. Remove existing 138kv bus and equipment, reuse switch stands, install new foundations, switch stands, bus supports, 6" pipe bus, new 138kV 3000A switches, new 138kV 3000A breakers
• Install (1) 138kV 46.7 MVA Transformer
• Designed concrete battery enclosure, control enclosure modifications, new cable tray between both enclosures
• Conduit and cable schedules
• Bid documents and perform bid evaluation, completed as-built drawings

Pedernales Electric Cooperative - Circuit Switcher Replacement Project

Completed in 2021

• Physical and R&C package to replace (7) 138kV circuit switchers that were reaching the end of life.
• Designed steel adapter plates to reuse existing foundations
• Bid documents and perform bid evaluation, completed as-built drawing

City of College Station-Northwest Substation

Project Started in 2023, Est completion in 2026

• Designed greenfield 138kV/12.5kV substation with two radial ties to adjacent BTU Brushy Creek substation.
• Oversaw all engineering, studies, design and construction bid documents, evaluations related to electrical and structural engineering.



Profile

Education
B.S. Electrical & Computer Engineering
University of Texas '13

Years of Experience
12 Years Total

10 Years at MEI

Primary Discipline
Transmission & Substation Design

Primary Work Location
College Station, TX

Professional Registrations
Professional Engineer-TX

#130094

Background Qualifications
MEI Engineering Assistant from 2016-2018

Engineering Assistant for Burns & McDonnell from 2014-2016

Relevant Experience
Completed Retrofit and/or Greenfield Substation Projects for the following Clients:

• City of College Station (2016- 2026)
• Pedernales Electric Cooperative (2019-2026)
• Bluebonnet Electric Cooperative (2017-2026)
• Engie Solar (2019-2021)
• Bastrop Energy Partners (2017- 2021)
• LCRA As-Builts (2019-2023)
• Magellan Midstream Partners, L.P. (2020)

Taylor Jatzlau
Project Manager

Taylor has 12 years' experience in the power industry. For the first 3 years he designed and built power and motor control circuits for the oil field in Texas. The last 9 years he has spent designing protection and control schemes, layouts, one-lines, three-lines, grounding systems, and SCADA HMI interfaces for substations. Taylor has a great knowledge of industry construction practices, and has fulfilled the role of a construction inspector on green and brown field substation construction projects. He is also proficient in AutoCAD having completed numerous drawing packages for substation, distribution, and transmission projects.

Project Experience

Pedernales Electric Cooperative – Kyle Substation T1 Upgrade Project

Completed in 2022

•Physical and Relay & Control Design to Upgrade T1 to 46.7 MVA Transformer, upgrade main feeder ampacity, upgrade T1 to fiber communication
•Drafted plan and profile/section views of all removal and addition drawings, as well as trench, conduit, Relay & Control schematics, and details associated with the project.
•Bid documents and perform bid evaluation, completed as-built drawings

City of College Station – Spring Creek Ring Bus Modification Project

Completed in 2021

•Physical Design to modify a 138kv single bus 2 breaker substation into a 138kv 6 breaker ring bus
•Drafted plan and profile/section views of all removal and addition drawings, as well as trench, conduit, and details associated with the project
•On-site construction inspections
•Designed new concrete battery enclosure, modified existing control enclosure with new cable tray between both enclosures
•Bid documents and perform bid evaluation, completed as-built drawings

Pedernales Electric Cooperative – Circuit Switcher Replacement Project

Completed in 2021

•Physical and R&C package to replace (7) 138kV circuit switchers that were reaching the end of life.
•Drafted plan and profile/section views of all removal and addition drawings, as well as trench, conduit, Relay & Control schematics, and details associated with the project.
•Performed on-site construction inspections
•Bid documents and perform bid evaluation, completed as-built drawings



Profile

Education

Texas State Technical College-Waco, TX A.A.S in Electrical Power & Controls, 2013

Texas State Technical College-Waco, TX A.A.S in Instrumentation Technology, 2013

Years of Experience

12 years total
9 years at MEI

Primary Discipline

Substation and Transmission

Primary Work Location

College Station, TX

Relevant Experience

Completed Retrofit and/or Greenfield Substation Projects for the following Clients:

•Bluebonnet Electric Coop. (2017-2023)
•Pedernales Electric Coop. (2019-2023)
•City of College Station (2017-2023)
•Magellan Midstream Partners, L.P. (2020)
•LCRA As-builts (2019-2023)
•Bastrop Energy Partners (2017-2021)
•Engie Solar (2019-2021)

John Michael Pustejovsky

Engineer in Training

John is competent in AutoCAD and assisting in updating and creating relating one-lines, three-lines, breaker and relay control schematics, bill of materials, AC/DC drawings, reports, wiring diagrams, and drafting layouts.

Project Experience

Lower Colorado River Authority (LCRA) - As-Built Services
2022- Present

- Designer, QA/QC review
- Developed deliverables to support relay & control as-builts drawing sets for substations
- Follow-through and internal QA/QC with as-built services for P&C drawings at 69kV-345kV substation .
- Ensured corrections were reflected through-out the whole drawing package for substations

City of Brenham & City of Yoakum - Load Shed Relay Projects -
Completed 2023

- Engineering Technician
- R&C design and internal QA/QC to provide provisions for trip, close and block cloase capabilities for new LCRA load shedding relays on the respective City's feeder breakers

City of College Station - SPCC Updates
Completed 2022

- Engineering Technician
- Updated existing SPCC plans for five different substations

City of College Station - Northwest Substation
***2**023 - Present*

- Designer
- Electrical design and internal QA/QC to design a new 138/12.4 kV substation that will interconnect to adjacent 138 kV Brush Creek Substation owned by Bryan Texas Utilities (BTU).
- Assisting in engineering, design, construction as well as long lead material bid documents, bid evaluation.

Pedernales Electric Cooperative - Gabriel Substation T4 Upgrade Project
2023 - Present

- Engineering Technician
- Replacement of existing 22.4 MVA with new 46.7 MVA power transformer as well as replacement of disconnect switch, low side structure and foundations, and relay panels.
- Assisting in developing all engineering, design, and construction bids documents, bid evaluation for civil, structural, electrical, relaying and control.



Profile

Education

B.S. Civil Engineering
Texas Tech University, 2021

Years of Experience

4 Years MEI
4 Years Total

Primary Discipline

Substation and Transmission Design

Primary Work Location

College Station, TX

Professional Registrations

Engineer in Training - Texas #75771

Thomas Friend
Engineering Technician

A recent addition to the MEI team, Thomas has experience in design and drafting support, database management, and updating electrical master drawings and panel schedules.

Thomas is efficient in AutoCAD and assisting in updating and creating Relay and Control one-lines, three-lines, schematics, bill of materials, AC/DC drawings, reports, wiring diagrams. He also has experience with ETAP ® in assisting with load flow, short circuit, arc flash and grounding grid studies.



Education

A.A.S. Electrical Power and Controls Technology
Texas State Technical College, 2023

Years of Experience

2 Years MEI
2 Years Total

Primary Discipline

Substation and Transmission Design

Primary Work Location

College Station, TX

Project Experience

Lower Colorado River Authority (LCRA) - As-Built Services
2025- Present
Engineering Technician

- Developed deliverables to support electrical & physical and relay & control
- as-builts drawing sets for substations.
- Follow-through and internal QA/QC with as-built services for E&S and R&C drawings at 69kV-345kV substation.
- Ensured corrections were reflected through-out the whole drawing package for substations

Bluebonnet Electric Cooperative – Bastrop Colony Substation Engineering
2024 - Present
Engineering Technician

- Design one-half of a new substation for BBEC that consists of a new
- power transformer, circuit switcher, low side bays, control house,
- ground grids, structural work and R&C work.
- E&S and R&C design to modify existing plan and profile/section views as well as update Relay and Control one-line, schematics, wiring and cable/conduit drawings.

City of Caldwell – Substation Breaker Addition 2026
2025 - Present
Engineering Technician

- R&C design and internal QA/QC to facilitate the installation of four (4) new distribution breakers and related connections at Lower Colorado River Authority's (LCRA) Caldwell substation.
- Drafted conduit, Relay and Control schematics, and details associated with this project.

Pedernales Electric Cooperative – Highway 32 Substation T1 Distribution Bay Upgrades
2025 - Present
Engineering Technician

- Replacement of existing 22.4 MVA with new 56 MVA power transformer as well as replacement of circuit switcher, distribution breakers, and relay panels.
- R&C design to upgrade T1, modify one-line, schematics, wiring, and replacing existing control cables and conduit.

Jeb Malek

Engineering In Training

Jeb is an EIT proficient in physical and protection & control design. He brings enthusiasm and interest in electrical engineering design, focusing on power transmission and delivery.

Project Experience

Lower Colorado River Authority (LCRA) – As-Built Services
2025 - Est. completion in 2026
• Project management, QA/QC review, and site visit follow-through
• Organized and developed deliverables of as-built drawing sets

Bluebonnet Electric Cooperative (BEC) – Bastrop Colony Substation
2024-2025
• Design and QA/QC review on Physical and Relay & Control Design to install a new 56 MVA power transformer, circuit switcher, and four low voltage distribution feeder breakers

Pedernales Electric Cooperative (PEC) – Highway 32 Substation
2025
• Designer, QA/QC review on Physical and Relay & Control Design to install a new 56 MVA power transformer, circuit switcher, and four low voltage distribution feeder breakers.

City of Caldwell - Caldwell Substation Breaker Addition
2025 – Est. completion in 2026
• Physical and Relay & Control Design to install four low voltage distribution feeder breakers and related protection equipment.

City of College Station – Public Works Fleet Service Building Back-Up Generator Replacement
2025 - 2026
• Provided physical removal and addition drawings for trench, conduit, and underground distribution design.
• Reviewed bid documents and performed bid evaluation.

City of College Sta□on – Northwest Substation Design
2025
• Electrical design, QA/QC review for a new 138/12.4kV substation.
• Provided Lighting Illumina□on Level Analysis with calculations using the AGi32 software



Education

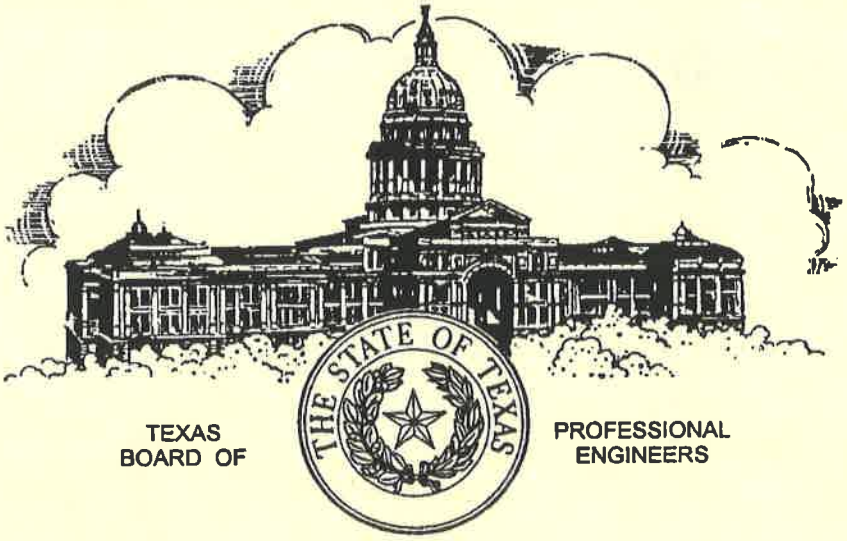
B.S. Electrical Engineering,
Texas A&M University, 2024

Years of Experience
2 Years MEI
2 Years Total

Primary Discipline
Substation and Transmission Design

Primary Work Location
College Station, TX

Professional Registrations
Engineer in Training - Texas #85160



TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

Rex Norman Woods

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS BOARD OF PROFESSIONAL ENGINEERS
PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW



TEXAS BOARD OF
PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,
WE HAVE HEREUNTO SET OUR HANDS
AND AFFIXED THE SEAL OF THE BOARD
AT THE CITY OF AUSTIN, THIS 21ST DAY
OF JULY, 2000.

BOARD CHAIR

BOARD SECRETARY

SERIAL
NUMBER **87089**

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

MCCORD ENGINEERING INC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-2664

Expiration Date
1/31/2027

May 18, 2026
Item No. 7.8.
Thomas Park and Surrounding Streets CMAR

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a Construction Manager-at-Risk (CMAR) contract with Crain Group, LLC for Thomas Park and surrounding streets project, not-to-exceed the remaining project budget of $13,869,380 for this CMAR contract and other future project costs.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project combines the 2023 Mabel Clare Thomas Park Redevelopment Bond project with the James Parkway/ Puryear Drive Rehabilitation (From Francis Drive to Kyle Ave), and the Francis Drive Phase III Improvement (from Walton to Texas Ave) into a single Construction Manager at Risk Project.

Improvements under this consolidated contract include a new restroom building, pavilion, playgrounds, lighted walking paths, resurfacing the existing basketball courts to accommodate both basketball and four-square play, reconfiguring the existing tennis courts to allow three pickleball courts and one tennis court, and improving the drainage within Mable Clare Thomas Park. Outside the park boundaries James Parkway, Puryear Drive, and Francis Drive will see be converted to concrete, rehab section of water and sewer line, improving the culvert under Kyle, and adding sidewalks along James, Puryear, and Gilchrist.

By coordinating these related improvements under a single contract, the City will streamline planning, procurement, and construction activities, reducing redundant mobilization and optimizing the use of labor, equipment, and materials. This unified approach is expected to generate measurable savings in both project duration and overall cost while minimizing disruptions to residents and businesses. At the same time, the combined project will deliver significant community benefits, including enhanced roadway conditions, improved neighborhood connectivity, and upgraded recreational amenities, ensuring a cohesive and efficient implementation process.

The Construction Manager at Risk (CMAR) for pre-construction phase services was solicited via Request for Proposal (RFP) on February 26, 2026. The City of College Station received seven (7) proposals for RFP 26-041. After the review process, Crain Group, LLC was selected as the most qualified, best value firm for the city based on the published selection criteria.

Budget & Financial Summary: A combined budget of $16,100,000 is included for this project in the Streets, Parks, Water, and Wastewater Capital Improvement Projects Funds. A combined total of $2,230,620 has been spent or encumbered to date, leaving a balance of $13,869,380 for this CMAR and future costs.

Attachments:

1. Thomas Park and Surround Street CMAR RFP Response List
2. Thomas Park and Surrounding Streets Location Map
3. CMAR Contract_Crain Group LLC_26300443_VendorSigned

CITY OF COLLEGE STATION
CAPITAL PROJECTS

RFP 26-041

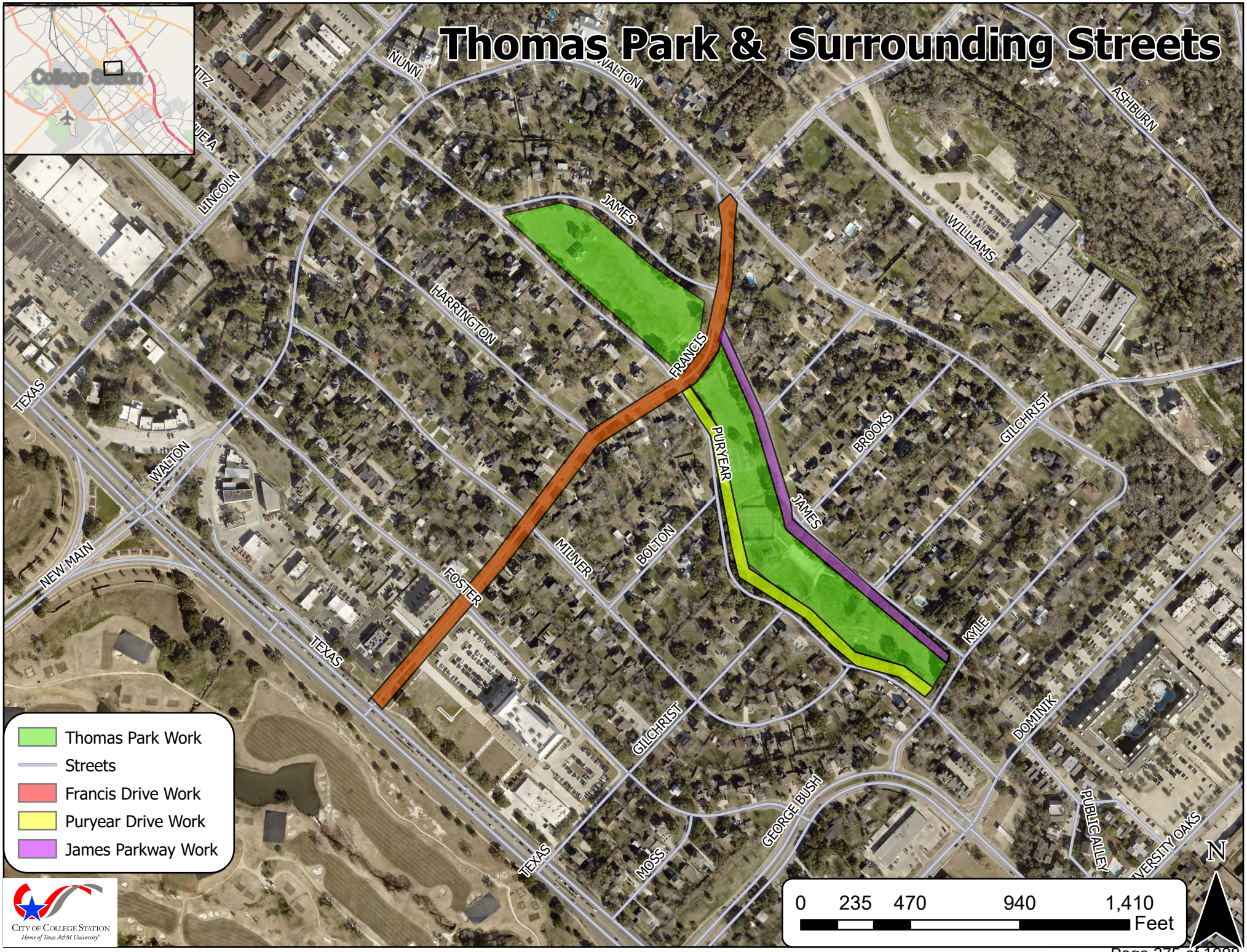
Thomas Park and Surrounding Streets

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

1. Brazos Paving, Inc.
2. Brizo Construction, LLC
3. Crain Group, LLC
4. Forney Construction
5. Tegrity Contractors, Inc.
6. The Fain Group
7. J. T. Vaughn Construction, LLC

The firms submitted Statements of Proposals were evaluated in the following categories laid out in the RFP:

- Project Staff Experience and Qualifications
- Contractor Experience and Qualifications
- Project Management Approach and Approach to Quality
- Contractor Safety Program and Record
- Proposed Fees and Construction Time.


Thomas Park & Surrounding Streets
College Station
NUNN
WALTON
ASHBURN
LINCOLN
JAMES
WILLIAMS
HARRINGTON
FRANCIS
TEXAS
PURYEAR
BROOKS
GILCHRIST
WALTON
JAMES
NEW MAIN
MILNER
BOLTON
FOSTER
KYLE
TEXAS
GILCHRIST
DOMINIK
GEORGE BUSH
PUBLIC ALLEY
TEXAS
MOSS
Thomas Park Work
Streets
Francis Drive Work
Puryear Drive Work
James Parkway Work
City of College Station
Home of Texas A&M University
0 235 470 940 1,410
Feet
N

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300443 PROJECT #: _____ BID/RFP/RFQ#: RFP#26-041

Project Name / Contract Description: Thomas Park Redevelopment and Surrounding Streets Rehabilation
Construction Manager at Risk

Name of Contractor: Crain Group, LLC

CONTRACT TOTAL VALUE: $ _____ **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)

Seven (7) proposal were received. A combined budget of $16,000,000 is included for this projects in Streets, Parks, Water, and Wastewater.

A combined total of $2,230,620 has been spent to date. Leaving $13,869,380 for this CMAR and future costs.

*(If required)**

CRC Approval Date*: n/a **Council Approval Date*:** 5/18/26 **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

Jennifer Cain
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 5/11/2026 DATE

ASST CITY MGR – CFO — 5/11/2026 DATE

John A. Haislet
LEGAL DEPARTMENT — 5/11/2026 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 AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER-AT-RISK

This Agreement is entered into by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City") and Crain Group, LLC , a Texas (the "Contractor") for the delivery of Construction Manager-At-Risk preconstruction and construction services, and installation of the following City Project: As describe in RFP 26-041 as rehabilitation of James Parkway, Puryear Drive, Francis Drive and enhancements to Mabel Clare Thomas Park , as more particularly described in Paragraph 2.18 of this Agreement.

ARTICLE I.
GENERAL CONDITIONS

1. GENERAL PROVISIONS

1.01 Contracting and Project Delivery Method. This Contract is entered into pursuant to the contracting and project delivery method authorized by Texas Government Code Chapter 2269, Subchapter F. – *Construction Manager-At-Risk Method*, as amended.

1.02 Relationships of the Parties. The Contractor accepts the relationship of trust and confidence established with the City by this Agreement, and covenants with the City to furnish the Contractor's reasonable skill and judgment and to cooperate with the Design Professional in furthering the interests of the City for the Project. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the City. The City shall endeavor to promote cooperation among the City, Design Professional, Contractor and other persons or entities employed by the City for the Project.

1.03 Structure of the Agreement. This Agreement addresses Contractor's preconstruction and construction phase services. Sections 1 through 22 of this Article I address primarily construction phase responsibilities. Section 23 of this Article I addresses Contractor's general responsibilities including preconstruction phase consulting and advisory services. Article II addresses Additional Conditions.

2. DEFINITIONS

2.01 Unless specifically defined in this Agreement or in Texas Government Code Chapter 2269, words used in this Agreement shall be interpreted according to their common usage or meaning to result in the most reasonable application. Unless otherwise designated, the following specific definitions (and others specifically defined in other paragraphs of this Agreement) shall apply whether a term or phrase appears in capital letters or in bolded, italicized, or underlined print.

2.02 Addenda. Addenda are written or graphic instruments issued prior to or at the execution of the Contract, which modify or interpret the proposal documents, including Drawings and Specifications, by additions, deletion, clarification, or corrections. Addenda will become part of the Agreement Documents when the Agreement is executed.

2.03 Agreement Documents. The term "Agreement Documents" shall mean those documents listed in Paragraph 3. The Agreement Documents form the Agreement for Construction. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only by a written Modification. The Agreement Documents shall not be construed to create a contractual relationship of any kind (1) between the Design Professional and Contractor, (2) between the City and a Subcontractor or Sub-subcontractor, (3) between the City and Design Professional or (4) between any persons or entities other than the City and Contractor. The Design Professional shall be entitled, however, to performance and enforcement of obligations of the Contractor under the Agreement intended to facilitate performance of the Design Professional's duties.

2.04 Agreement Time. The "Agreement Time" is the period of time which is established in the Agreement Documents for Substantial Completion of the Work. This period of time is not subject to adjustment or extension without the written permission of the City.

2.05 Approved, Approved Equal and Approved Equivalent, or Equal relate to the substitution of materials, equipment or procedure approved in writing by the Design Professional prior to receipt of proposals. The substitution procedure process to be followed prior to receipt of competitive sealed proposals is described in the instruction to proposers.

2.06 Calendar Day or Day. A "calendar day" or "day" is any day of the week or month, no days being excepted, and further, unless specifically designated as a "working day," a day described in this Agreement is a calendar day.

2.07 City or Owner. Whenever the word "City" is used, it shall mean and be understood as referring to the City of College Station, Texas, acting by and through its City Council or Representative. The terms "Owner" and "City" are synonymous as used in this Agreement.

2.08 City's Representative. Whenever the words "City's Representative" or "Representative" is used, it shall mean and be understood as referring to the City Manager or their delegate, who shall act as the City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor. The City's Representative and the City's inspector both have authority to reject the Work for failure to comply with the Agreement Documents and/or applicable laws.

2.09 Contractor. Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation or other business entity executing this Agreement with the City and that has agreed to perform the work described in this Agreement and the Agreement Documents. The word Contractor has the same meaning as Construction Manager-At-Risk, as described in Section 2269.251 of the Texas Government Code, as amended.

2.010 Design Professional. The term "Design Professional" shall mean the professional registered architect(s) and licensed engineer(s), as defined in subsections (1)-(2), Section 2269.001, Texas Government Code, as amended, who are under contract with the City as the architect(s) and engineer(s) of record for the Project, and their authorized representatives, consultants and subconsultants, or such successor architect(s) and engineer(s) as City may appoint

by written notice to Contractor from time to time.

2.011 Drawings. The Drawings are the graphic and pictorial portions of the Agreement Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

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

2.013 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.

2.014 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 the 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 the City's Representative. In the interest of brevity, the Agreement Documents may omit modifying words such as "all" or "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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

2.016 Notice to Proceed. A notice that may be given by the City to the Contractor that directs the Contractor to start the Work.

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

2.018 Project. The term "Project" shall mean and include: (a) the City's rehabilitation of James Parkway, Puryear Drive, Francis Drive and enhancements to Mabel Clare Thomas Park _ project; and (b) all that is required to obtain a final product that is acceptable to the City for said project. The term "Work" shall have like meaning. The Project is the total construction of which the Work performed under the Agreement and Agreement Documents may be the whole or a part and which may include construction by the City or by separate contractors. All provisions of this Agreement pertain and relate to the successful completion of the Project herein described and no other development or construction project (past or present) of the City or Contractor.

2.019 Punch List. A comprehensive list prepared by the Contractor before Substantial Completion to establish all items to be completed or corrected; this list may be supplemented by the Design Professional or the City.

2.020 Specifications. The Specifications are that portion of the Agreement Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. Organization of the Specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Specifications are attached hereto as **Exhibit D** and are incorporated herein for all purposes.

2.021 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact 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.

2.022 Substantial Completion. The terms "Substantial Completion" and "Substantially Completed" mean that in the opinion of the City's Representative the Project (communicated through the procedure described in this section 2.21), including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Substantial Completion notice shall be given in writing by the City Manager or the City's Director of Capital Projects stating the existence of the requirements of this section 2.21 and the date Substantial Completion was accomplished. 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.

2.023 Work. The term "Work" means the construction and services required by the Agreement Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Agreement Documents and all other items of cost or value needed to produce, construct and fully complete the Work identified by the Agreement Documents.

2.024 Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays recognized by the City, and further, unless designated as a "working day," a day described in this Agreement is a calendar day.

2.025 Other Specifically Defined Terms. The parties agree as follows:

(a) "**Agreement Sum**," as described in Paragraph 15.01, is the total amount payable by the City to the Contractor for performance of the Work under the Agreement Documents, including authorized adjustments.

(b) "**Application for Payment**," as described in Paragraph 15.03, means an itemized application for payment made by the Contractor and submitted to the appropriate Design Professional for operations completed in accordance with the Schedule of Values and an updated project schedule for the Work.

(c) "**Change Order**," as described in Paragraphs 13.02, means a written instrument prepared by the City and reviewed by the Design Professional, which, when finalized, is signed by the City, Contractor and Design Professional, stating their agreement upon all of the following: (i) a Change in the Work; (ii) the amount of the adjustment, if any, in the Agreement Sum; and (iii) the extent of the adjustment, if any, in the Agreement Time.

(d) "**Change in Work**," as described in Paragraphs 13.01-13.03, means an authorized change in the Work made the basis of a Change Order, Construction Change Directive, or order for a minor change in the Work.

(f) "**Construction Change Directive**," as described in Paragraph 13.03, means a written order prepared by the Design Professional and signed by the City and Design Professional, directing a Change in the Work before an agreement on adjustment, if any, in the Agreement Sum or Agreement Time, or both.

(g) "**Guaranteed Maximum Price**," as described in Paragraphs 23.03 and 26.02, means the sum of the estimated Cost of the Work and the Contractor's Fee.

(h) "**Milestone Dates**," as described in Paragraph 5.11, mean the dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Agreement Documents.

(i) "**Product Data**," as described in Paragraph 5.13, means 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.

(j) "**Samples**," as described in Paragraph 5.13, mean physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

(k) "**Schedule of Values**," as described in Paragraph 15.02, means a written submission by the Contractor to the Design Professional for approval (to be submitted by the Contractor before the first Application for Payment), which submitted schedule fairly allocates the various portions of the Work, and is prepared in such form and supported by such data to substantiate its accuracy as reasonably required by the Design Professional.

(l) "**Shop Drawings**," as described by Paragraph 5.13, mean 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.

2.026 General Interpretation. Unless otherwise stated in the Agreement Documents, words which have well-known technical, or construction industry meanings are used in the Agreement Documents in accordance with such recognized meanings. Unless otherwise designated in this Agreement, the past, present, or future tense shall each include the other, the masculine or feminine

gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning. Unless otherwise designated, the numbered paragraph and subparagraph provisions of this Agreement will be referred to as numbered "paragraphs" or "subparagraphs," however, it shall be understood that should "section" and "subsection" be used as a descriptive term to identify a specific provision of this Agreement, those terms are synonymous with "paragraph" and "subparagraph" in this Agreement.

3. THE AGREEMENT DOCUMENTS

3.01 The Agreement Documents and their priority shall be as follows:

(a) This signed Agreement.
(b) Addendum to this Agreement.
(c) General Conditions.
(d) Special Conditions.
(e) Technical specifications.
(f) Drawings.
(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.

3.02 Distribution of Agreement Documents. 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.

3.03 Prohibition of Re-Use. 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 Agreement 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 Agreement Documents, models, mockups, or other representations are the property of the City. In the event of inconsistencies within or between parts of the Agreement Documents, the Contractor shall (a) provide the better quality or greater quantity of Work, or (b) comply with the more stringent requirement, either or both in accordance with the City's interpretation.

4. OWNER OR CITY

4.01 Owner or City. The Owner is the person or entity identified as such in the Agreement. The term "Owner" means the City of College Station acting by and through its City Council or the City's Representative. The terms "Owner" and "City" are synonymous as used in this Agreement.

4.02 Presence of City or Design Professional. The presence of the City or Design Professional at the Work site does not imply acceptance or approval of Work.

4.03 Information and Services Required of the City. Information or services reasonably necessary for the Work and under the City's control shall be furnished by the City with reasonable promptness when requested in writing by the Contractor. In any instance where information or services from the City or Design Professional is required, Contractor shall promptly notify the

Design Professional in writing, with a copy to the City, of the particular need. **Absent such notification, any claim based upon lack of such information or services shall be waived**.

4.04 City's Right to Stop the Work. If the Contractor fails to correct Work which is not in accordance with the requirements of the Agreement Documents as required by Paragraph 20.02 or fails to carry out Work in accordance with the Agreement Documents, the City may: (a) issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated, however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity; (b) terminate this Agreement; and/or (c) seek authorized remedies for a default of this Agreement.

4.05 City's Right to Carry out the Work.

(a) If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement Documents and fails within a seven-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 cost of correcting such deficiencies, including compensation for the Design Professional'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.

(b) After the Work is complete, the City may make emergency repairs to the Work, if necessary, to prevent further damage, or if the Contractor does not promptly respond to a notice of condition requiring repairs. Contractor shall be responsible to City for this cost if the repairs are due to the Contractor's defective Work. If payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the City.

4.06 City's Right to Use or Occupy.

(a) The City shall have the right to occupy or use without prejudice to the right of either party, any completed or largely completed portions of the Project, notwithstanding the time for completing the entire Work or such portions may not have expired. Such occupancy and use shall not constitute Substantial Completion or Final Completion of the Work and shall not constitute acceptance of any Work not in accordance with the Agreement Documents.

(b) If such prior use delays the completion of the Project, the Contractor shall be entitled to extension of time, which claim shall be in writing with supporting data attached.

(c) Insurance and Bonds regarding property insurance requirements are required in the event of such occupancy pursuant to Section 19.

5. CONTRACTOR

5.01 Contractor. The Contractor is the person or entity identified as such in the Agreement. The term "Contractor" means the Contractor or the Contractor's authorized representative.

5.02 Contractor to Perform the Work. The Contractor shall perform the Work in accordance with the requirements of the Agreement Documents and Sections 2269.255 through 2269.258 of the Texas Government Code regarding the conduct and activities of the Construction Manager-At-Risk.

5.03 Design Professional Activities and Tests. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Agreement Documents either by activities or duties of the Design Professional in the Design Professional's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

5.04 Review of Agreement Documents and Field Conditions by Contractor.

(a) The Contractor shall carefully study and compare the Agreement, Conditions of the Contract, Drawings, Specifications, Addenda, and Modifications and shall at once report to the Design Professional any error, inconsistency, or omission the Contractor discovers. 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 Agreement Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Design Professional as a request for information in such form as the Design Professional may require. If the Contractor performs, authorizes, or directs any construction activity knowing it involves a recognized error, inconsistency or omission in the Agreement Documents without such notice to the Design Professional, the Contractor shall assume responsibility for such activity and shall pay the total amount of the attributable costs for correction. Contractor shall not be liable to City or Design Professional for any damage resulting from such error, inconsistency or omission which Contractor should not have discovered, or which Contractor did discover and at once so reported. Contractor shall not authorize or perform Work without approved Drawings and Specifications.

(b) If the Contractor fails to perform the obligations of Paragraph 5.04(a), the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.

(c) The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by its failure to carefully study and compare the Agreement Documents prior to execution of the Work.

(d) The Contractor shall make a reasonable attempt to interpret the Agreement Documents before asking the Design Professional for assistance in interpretation. The Contractor shall not ask the Design Professional for observance of work prior to the Contractor's field superintendent's personal inspection of the Work and their determination that the Work complies with the Agreement Documents. The Contractor shall arrange

meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractor(s) to ask for any interpretation it may require.

(e) If, in the opinion of the Design Professional, the Contractor does not make a reasonable effort to comply with the above requirements of the Agreement Documents and this causes the Design Professional or its Consultants to expend an unreasonable amount of time in the discharge of the duties imposed on the Design Professional by the Agreement Documents, then the Contractor shall bear the cost of compensation for the Design Professional's additional services made necessary by such failure. The Design Professional will give the Contractor prior notice of intent to bill for additional services related to above requirements before additional services are performed.

(f) If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform with Work or to honor Contractor's Warranty, Contractor shall promptly notify the Design Professional, in writing, providing substantiation for Contractor's position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification.

5.05 Supervision And Construction Procedures.

(a) The Contractor shall perform, supervise, and direct the Work for the Project, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Agreement Documents give other specific instructions concerning these matters. If the Agreement Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the City and Design Professional, and the Contractor shall not proceed with that portion of the Work without further written instructions from the Design Professional.

(b) The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors for the Project. It is understood and agreed that the relationship of the Contractor to City shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant or employee of the City, or (2) to create any partnership, joint venture, or other association between City and Contractor. Any direction or instruction by City or any of its authorized representatives in respect of the Work shall relate to the results the City desires to obtain from the Work and shall in no way affect Contractor's independent contractor status described herein.

(c) The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

(d) Contractor shall execute the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted industry standards of construction management and practice for construction of projects similar to the Project, using qualified, careful and efficient workers and in conformity with the provisions of this Agreement and the other Agreement Documents.

5.06 Labor And Materials.

(a) Unless otherwise provided in the Agreement Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities, goods, fixtures, and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

(b) The Contractor may make substitutions only with the consent of the City, after evaluation by the Design Professional and in accordance with a Change Order.

(c) The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

5.07 Warranty.

(a) The Contractor warrants to the City and Design Professional that facilities, materials, goods, fixtures, and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Agreement Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Agreement Documents and recognized industry standards. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear. If required by the Design Professional, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, goods, and equipment. The warranties set out in this Paragraph are not exclusive of any other warranties or guarantees set out in other places in the Agreement Documents or implied under applicable law.

(b) Before final payment, Contractor shall furnish any manufacturer warranties required by the Agreement Documents.

(c) When deemed necessary by the City, and prior to installation of any items specifically made subject to a performance standard or regulatory agency standard under

any provision of the Agreement Documents, Contractor shall furnish proof of conformance to the Design Professional. Proof of Conformance shall be in the form of (1) an affidavit from the manufacturer certifying that the item is in conformance with the applicable standard, (2) an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the appreciated standard, or (3) such further reasonable proof as required by the Design Professional.

(d) The warranties of Contractor provided in Subparagraph 5.7(a) shall in no way limit or abridge the warranties of the suppliers of equipment and system which are to comprise a portion of the Work and all of such warranties shall be in form and substance as required by the Agreement Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of City under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby the City shall have a direct right, but not a duty, of enforcement of such warranty obligations.

(e) In the event of failure of materials, goods, fixtures, equipment, products, services, or workmanship, either during construction or the warranty period (which shall be two (2) years from the Date of Final Completion, except where a longer period is specified), the Contractor shall take appropriate measures to assure correction or replacement of the defective items, whether notified by the City or Design Professional.

(f) Approximately eleven (11) months after Substantial Completion, the Contractor shall accompany the City and Design Professional on a complete inspection of the Project and be responsible for correcting any observed or reported deficiencies within thirty (30) calendar days.

5.08 Permits, Fees and Notices.

(a) Unless otherwise provided in the Agreement Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are secured after execution of the Agreement, and which are legally required when bids are received or negotiations concluded. All connection charges, assessments or inspection fees as may be imposed by any city or utility company are included in the Agreement Sum and shall be the Contractor's responsibility.

(b) The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders and all other requirements of public authorities applicable to performance of the Work. The Contractor shall procure and obtain all bonds (including without limitation performance and payment bonds) required of the City or the Contractor by the Agreement Documents. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material, and furnish the surety with any required information. The Contractor shall also obtain and pay all charges for all

approvals for street closing and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

(c) It is not the Contractor's responsibility to ascertain that the Agreement Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes or should have observed that portions of the Agreement Documents are contrary therewith, the Contractor shall promptly notify the Design Professional and City in writing, and necessary changes shall be accomplished by appropriate Modification.

(d) If the Contractor performs Work which it knows or should have known to be contrary to applicable laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Design Professional and City, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

(e) The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of or revising of services to the Project. The Contractor shall inform the Design Professional at once when the City's participation is required. Connections for temporary and permanent utilities required for the Work are the responsibility of the Contractor. Payment for temporary and/or permanent utility services through Final Completion of the Work shall be the responsibility of the Contractor.

5.09 Allowances.

(a) The Contractor shall include in the Agreement Sum all allowances stated in the Agreement Documents. These stated allowances represent the cost estimate of the materials, goods, fixtures, and equipment delivered and unloaded at the Project site. The Contractor's installation, labor, overhead, profit, and other expenses contemplated for the allowance for material, goods, fixtures, and equipment shall be included in an allowance only when called for in the Agreement Documents. The Contractor shall purchase the allowance for materials, goods, fixtures, and equipment as directed by the Design Professional based on the lowest responsive bids of at least three (3) competitive bids. If the actual cost of the materials, goods, fixtures, and equipment delivered and unloaded at the Project site is more or less than all the allowance estimates, upon City approval, the Agreement Sum will be adjusted accordingly by Change Order.

(b) The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 5.09(a), and (2) changes in Contractor's costs, subject to the limitations set forth at Paragraph 13.1(a)(1).

(c) Materials, goods, fixtures, and equipment under an allowance shall be selected with reasonable promptness by the City to avoid delays in the Work (provided that if a decision is needed by a certain date to avoid delay, Contractor shall notify Design Professional in writing sufficiently in advance of the needed date to allow reasonable time for selections).

5.10 Superintendent. The Contractor shall employ a competent superintendent (approved by the City) and necessary assistants who shall be in attendance at the Project site during performance of

the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing by e-mail or by communication with a secure electronic signature. Other communications shall be similarly confirmed on written request in each case. Notwithstanding the foregoing, Contractor shall keep on the job the superintendent approved by City who shall not be transferred from the Project without City's consent (which shall not be unreasonably withheld). However, such obligation to furnish the superintendent shall not be construed (1) to preclude the promotion within Contractor's organization of any person assigned to the Project or (2) to give rise to any liability of Contractor if any person assigned to the Project leaves Contractor's employ. If City reasonably determines that any employee of Contractor or of its Subcontractors is careless or not qualified to perform the Work assigned to him, and City and Contractor cannot, after a diligent and good faith attempt, agree what action should be taken with respect to the removal or reassignment of such employee, the Contractor shall promptly remove such employee from the Project and replace such employee. At all times while procurement activities are being performed in Contractor's office, Contractor shall appoint an individual (approved by City, acting reasonably) authorized to act on behalf of Contractor and with whom City may consult at all reasonable times, and who shall be authorized to receive the instructions, requests, and decisions of City. All of Contractor's and Subcontractor's personnel shall comply with all applicable health, safety, risk management, and loss prevention rules and policies of applicable industry and regulatory standards. Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions in any material respect.

5.11 Contractor's Construction Schedules.

(a) The Contractor shall, promptly after executing the Contract, develop a detailed construction schedule based on the schedule developed during the pre-construction phase that served as the basis for the guaranteed maximum price proposal reasonably defining a plan for completing the Work within the required time. The format and detail of the schedule shall be in keeping with the size and complexity of the Project, and the schedule and all updates shall be subject to approval of the City and Design Professional. The schedule and any updates shall not exceed time limits current under the Agreement Documents including granted time extensions and shall be revised at appropriate intervals as reasonably required by the City and Design Professional, shall be related to the entire Project (if more than one Agreement is involved in the Project), and shall provide for expeditious and practicable execution of the Work. All updated schedules shall address the subject of how the Contractor intends to overcome any delays previously encountered. The Contractor shall submit to the Design Professional with each monthly Application for Payment, a copy of the updated construction schedule as a prerequisite for approval of Applications for Payment.

(b) The Contractor shall prepare and keep current, for the Design Professional's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Design Professional reasonable time to review submittals.

(c) The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the City and Design Professional.

(d) The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a Contractor's schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than City would otherwise be obligated to furnish that information or material under the Agreement 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 to a minimum. The construction schedules shall be in a detailed format satisfactory to the City and the Design Professional and shall also: (1) provide a graphic representation of all activities and events that will occur during performance of Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Agreement Documents (hereinafter referred to as Milestone Dates). If not accepted, the construction schedules shall be promptly revised by the Contractor in accordance with the recommendations of the City and Design Professional and re-submitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. The accepted construction schedules shall be updated to reflect actual conditions as set forth in Paragraph 5.11(a), if requested, by either the City or Design Professional. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an adjustment in the Agreement Time, any Milestone Date, or the Agreement Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

5.12 Documents And Samples at The Site. The Contractor shall maintain at the site for the City one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Design Professional and shall be delivered to the Design Professional for submittal to the City upon completion of the Work.

5.13 Shop Drawings, Product Data and Samples.

(a) 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.

(b) Product Data means 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.

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

(d) Shop Drawings, Product Data, Samples, and similar submittals are not Agreement Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Agreement Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Agreement Documents. Review by the Design Professional is subject to the limitations of Paragraph 9.02(g). Informational submittals upon which the Design Professional is not expected to take responsive action may be so identified in the Agreement Documents. Submittals which are not required by the Agreement Documents may be returned by the Design Professional without action.

(e) The Contractor shall review for compliance with the Agreement Documents, approve and submit to the Design Professional Shop Drawings, Product Data, Samples, and similar submittals required by the Agreement Documents 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. Submittals which are not marked as reviewed for compliance with the Agreement Documents and approved by the Contractor may be returned by the Design Professional without action.

(f) By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Agreement Documents. If, in the opinion of the Design Professional, the shop drawings indicate a lack of study and the review by the Contractor is incomplete or indicate an inadequate understanding of the Work covered by the shop drawings, prior to submittal to the Design Professional, the shop drawings will be returned, unchecked, to the Contractor for correction of any/all of these deficiencies for subsequent resubmittal.

(g) The Contractor shall perform no portion of the Work for which the Agreement Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Design Professional.

(h) 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 Agreement Documents by the Design Professional's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Design Professional in writing of such deviation at the time of submittal and (1) the Design Professional 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 Design Professional's approval thereof.

(i) 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 Design Professional on previous submittals. In the absence of such written notice the Design Professional's approval of a resubmission shall not apply to such revisions.

(j) The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Agreement Documents for a portion of the Work or unless the Contractor needs to provide such services to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional (including a licensed architect or engineer) related to systems, materials, goods, fixtures, or equipment are specifically required of the Contractor by the Agreement Documents, the City and the Design Professional will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by such a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Design Professional. The City and the Design Professional shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the City and Design Professional have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Paragraph 5.13(j), the Design Professional will review, approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Agreement Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Agreement Documents.

(k) Adequate copies of Shop Drawings for civil, process/mechanical, architectural, structural, mechanical, and electrical work, as applicable for the Project, shall be submitted to the Design Professional for review.

(l) The Contractor shall submit complete Drawings, Data and Samples to the Design Professional at least thirty (30) days prior to the date the Contractor needs the reviewed submittals returned. The Contractor shall be prepared to submit color samples on any key items within sixty (60) days of the execution of the Contract. Once samples of all key items are received, the Design Professional will finalize color selections.

(m) The Contractor shall submit the number of hard/physical copies of Samples which the Contractor and its Subcontractor(s) need for their use PLUS two (2) additional sets for the Design Professional, one (1) additional set for the City. Product data submittals shall be made digitally to Subcontractor(s), the Design Professional, and the City. Where Shop Drawings are involved, the Contractor shall submit digital versions to Subcontractor(s), the

Design Professional, and City. After final review and correction of the submittal, Contractor shall send a corrected digital set to the Subcontractor(s), Design Professional and City.

(n) The Contractor shall provide composite drawings within three (3) months of Agreement signing showing how all piping, ductwork, lights, conduit, equipment, etc. will fit into the ceiling space allotted, including clearances required by the manufacturer, by code, or in keeping with good construction industry standards and practice. Space for all trade elements must be considered on the same drawing. Drawings shall be at ¼ inch per foot minimum scale and shall include invert elevations and sections required to meet the intended purpose.

5.14 Use of Project Site.

(a) The Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Agreement Documents and shall not unreasonably encumber the site with materials or equipment.

(b) The Contractor's access to the Project site, parking, field office location, material and equipment storage, and confinement of said areas shall be coordinated with, and approved by the City before the Contractor's mobilization on the site. Once agreed upon, the Contractor shall not adjust or increase any of the above areas without prior consent by the City.

5.15 Cutting And Patching.

(a) The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

(b) The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the City or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the City or a separate contractor except with written consent of the City and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the City or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

5.16 Cleaning Up.

(a) The Contractor shall keep the premises and surrounding area mowed and free from accumulation of weeds and waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for protection of the

Work and shall repair or replace damaged work at Substantial Completion of the Work. The Contractor shall remove all temporary protections at the completion of the Work.

(b) If the Contractor fails to clean up as provided in the Agreement Documents, the City may do so, and the cost thereof shall be charged to the Contractor.

(c) Prior to the Design Professional's inspection for Substantial Completion, the Contractor shall: clean exterior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean goods, equipment, and fixtures to a sanitary condition; clean roofs; clean the Project site; sweep paved areas and rake clean other surfaces; and remove trash and surplus materials from the Project site.

5.17 Access To Work. The Contractor shall provide the City and Design Professional access to the Work in preparation and progress wherever located.

5.18 Royalties, Patents and Copyrights. The Contractor shall pay all royalties and license fees required for the Project. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the City and Design Professional harmless from loss on account thereof (as described in Section 6), but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Agreement Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the City or Design Professional. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Design Professional.

6. INDEMNIFICATION AND RELEASE

6.01 Contractor Not Providing Architectural or Engineering Services. When the Contractor is not providing architectural or engineering services for the Project (such as when such services are not required by the Agreement Documents for a portion of the Work, or when the Contractor does not need to provide such services to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures), then the following indemnity and release provisions apply:

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 AGREEMENT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS AGREEMENT. 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. 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.

The indemnification contained above 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.

(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.

Contractor's indemnification obligations in this Paragraph 6.01 shall survive termination, completion, abandonment and final payment.

REGARDING THIS RELEASE, 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 INTENTIONAL OR WILLFUL ACT, NEGLIGENCE, OR GROSS NEGLIGENCE OF THE CITY.

6.02 Contractor Providing Architectural or Engineering Services. When the Contractor is providing architectural or engineering services for the Project (such as when those services are required by the Agreement Documents for a portion of the Work, or when the Contractor needs to provide those services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures), then the following indemnity and release provisions shall apply pursuant to section 271.904 of the Texas Local Government Code, as amended, and other authority.

THE CONTRACTOR, AS THE INDEMNITOR, SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ALL DAMAGE OR LIABILITY (INCLUDING ALL MONETARY DAMAGES AND JUDGMENTS, LEGAL OR EQUITABLE RELIEF, COSTS, EXPENSES, COURT COSTS, INTEREST, REASONABLE ATTORNEY'S FEES, AND JUST AND LAWFUL OFFSETS AND CREDITS) REGARDING THE PROJECT TO THE EXTENT THAT SAID DAMAGE OR LIABILITY IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, AND COMMITTED BY SAID INDEMNITOR OR SAID INDEMNITOR'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH SAID INDEMNITOR EXERCISES CONTROL; HOWEVER, THIS INDEMNITOR OBLIGATION EXPRESSLY DOES NOT APPLY WHEN THE DAMAGE, LIABILITY, CLAIM OR JUDGMENT IS BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, THE CITY'S EMPLOYEE OR AGENT, OR OTHER PERSON OR ENTITY OVER WHICH THE CITY EXERCISES CONTROL.

REGARDING THIS RELEASE, 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 WORK ON THE PROJECT PERFORMED 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 SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE. 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 NOT APPLY WHEN SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE INTENTIONAL OR WILLFUL ACT, NEGLIGENCE, OR GROSS NEGLIGENCE OF THE CITY.

Notwithstanding anything stated to the contrary in this Paragraph 6.02, it is required that: (a) the City shall be included as an additional insured under the Contractor's general liability, business automobile liability, and excess/umbrella liability insurance policies, and the Contractor shall provide any and all defenses to the City as provided by those policies; and (b) a licensed engineer or registered architect performing the professional services of an engineer or architect under the Agreement on behalf of the Contractor, shall perform those professional services (i) with the professional skill and care ordinarily provided by competent Texas engineers or architects practicing under the same or similar circumstances and professional license, and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Texas engineer or architect.

Contractor's indemnification obligations in this Paragraph 6.02 shall survive termination, completion, abandonment and final payment.

7. REPRODUCIBLE RECORD DRAWINGS

7.01 Drawings. Required as part of Final Completion of the Project, the Contractor shall submit one (1) complete set of drawings with all changes made during construction, including concealed mechanical, electrical, and plumbing items.

8. ANTITRUST VIOLATIONS

8.01 Antitrust Violations. To permit the City to recover damages suffered in antitrust violations, Contractor hereby assigns to City any and all claims for overcharges associated with this Agreement which are under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et. seq. (1973). The Contractor shall include this provision in its agreements with each Subcontractor and supplier. Each Subcontractor shall include such provision in agreements with sub-subcontractors and suppliers.

9. ADMINISTRATION OF THE CONTRACT

9.01 Design Professional.

(a) The Design Professional is the person lawfully registered or licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering identified as such in the Agreement.

(b) City shall notify Contractor when the duties, responsibilities, or limitations of authority of the Design Professional have been modified.

(c) If the employment of the Design Professional is terminated, the City may elect to appoint a replacement Design Professional, or at its option, elect to complete the Project using another consultant or representative to perform the balance of the Design Professional's functions on the Work.

(d) Except as herein expressly provided, the Contractor shall not be relieved of its obligation to perform the Work in strict accordance with the Agreement Documents by the activities or duties of the Design Professional.

9.02 Design Professional's Administration of the Contract.

(a) Certain portions of the administration of the Agreement will be performed by the Design Professional. The Design Professional shall not have the authority to act on behalf of the City unless such authority is expressly granted in the Agreement Documents or the City's engagement agreement with the Design Professional, nor shall such authority be implied from any act or representation of the Design Professional. The City is free to elect to have some of the administration duties set out for the Design Professional to perform under the Agreement Documents performed by a construction/project manager or by employees of the City.

(b) The Design Professional, as a representative of the City, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Agreement Documents. However, the Design Professional will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Professional will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Agreement Documents, except as provided in Paragraph 5.05(a) In no event shall City or any other party have control over, be in charge of, or be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibilities. City will not be responsible for the Contractor's failure to carry out the Work in accordance with the Agreement Documents. City will not have control over, be in charge of, and will not be responsible for the acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

(c) The Design Professional will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Agreement Documents. The Design Professional will not have control over or charge of and will not be responsible for

acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

(d) Communications Facilitating Agreement Administration. Except as otherwise provided in the Agreement Documents or when direct communications have been specially authorized, the City and Contractor shall endeavor to communicate with each other through the Design Professional about matters arising out of or relating to the Agreement. Communications by and with the Design Professional's consultants shall be through the Design Professional. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the City.

(e) Based on the Design Professional's evaluations of the Contractor's Applications for Payment, the Design Professional will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

(f) The Design Professional and the City (the City in consultation with the Design Professional), both have the authority to reject Work that does not conform to the Agreement Documents. Whenever the City or Design Professional considers it necessary or advisable for implementation of the intent of the Agreement Documents, the City or Design Professional will have authority to require additional inspection or testing of the Work in accordance with Paragraph 21.01 whether or not such Work is fabricated, installed or completed. However, neither this authority of the City or Design Professional, nor a decision made reasonably and in good faith either to exercise or not to exercise such authority, shall give rise to create or imply the existence of a duty or responsibility of the City or Design Professional to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

(g) The Design Professional will review and approve or take other appropriate action upon the Contractor's submittals regarding this Agreement for the Project, including Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Agreement Documents. The Design Professional's action will be taken with such reasonable promptness, but no longer than fifteen (15) business days, as to cause no delay in the Work or in the activities of the City, Contractor or separate contractors, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Agreement Documents. The Design Professional's review of the Contractor's submittals shall not relieve the Contractor of its obligations. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of any construction means, methods, techniques, sequences, or procedures. The Design

Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(h) Upon direction of the City, the Design Professional will prepare Change Proposal Requests, Change Orders, and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 13.04.

(i) The Design Professional will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the City, for the City's review and records, written warranties and related documents required by the Agreement and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Agreement Documents.

(j) If the City and Design Professional agree, the Design Professional will provide one or more Project representatives to assist in carrying out the Design Professional's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Agreement Documents.

(k) The Design Professional will interpret and decide matters concerning performance under, and requirements of, the Agreement Documents on written request of either the City or Contractor. The Design Professional's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Design Professional shall be furnished in compliance with this Paragraph 9.02(k), then delay shall not be recognized on account of failure by the Design Professional to furnish such interpretations until thirty (30) days after written request is made for them.

(l) Interpretations and decisions of the Design Professional will be consistent with the intent of and reasonably inferable from the Agreement Documents and will be in writing or in the form of drawings.

10. CLAIMS AND DISPUTES

10.01 Definition. A Claim is any demand or assertion by the Contractor that it should be paid more money than the Agreement Sum, as adjusted under the Change Order provisions herein, by the City because of action or inaction on the part of City, Design Professional, or any party for whom City is responsible, or any party with whom City has separately contracted for other portions of the Project, including but not limited to any demand or assertion that Contractor's performance has been delayed, interrupted or interfered with, that Contractor's performance has been accelerated, constructively accelerated, or suspended, that Contractor's performance has been wrongfully terminated, that the Agreement Documents have been misinterpreted, that here has been a failure of payment, that Contractor has encountered concealed or unknown conditions, that Contractor has encountered hazardous materials, that there are problems with the Agreement Documents, or the timing of engineering or architectural approvals or decisions, that actions of the City have been intentionally wrongful or deceptive in any way to the Work, that the amount of time or money granted in a Construction Change Directive is inadequate, that an item treated as a

minor change in the Work should have been treated as a Change Order, that a time extension granted was inadequate, or that Contractor is entitled to any other relief, on any legal theory, related to the Agreement Documents or Work. Nothing contained in this subparagraph shall be construed as creating any Contractor right to make a claim, where no such right otherwise exists.

10.02 Notice Requirement. Within fourteen (14) calendar days of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, or within fourteen (14) calendar days of Contractor's discovery of the first occurrence of the event that Contractor has any reason to believe might result in a Claim (if the first occurrence of the event was willfully hidden from the Contractor), the Contractor shall file a written document clearly captioned "Notice of Claim" with City and Design Professional. The notice shall clearly set out the specific matter of complaint, and the impact of damages which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the notice. If the impact or damages cannot be assessed as of the date of the notice, the notice shall be amended at the earliest date that is reasonably possible. Furthermore, the following matters are required:

(a) Any Claim or portion of a Claim that has not been made the specific subject of a notice strictly in accordance with the requirements of this Paragraph shall be waived. It is imperative that City have timely, specific notice of any subject, the impact of which City may be in a position to mitigate.

(b) No course of conduct or dealings between the parties, nor implied acceptance of alteration or additions to the Agreement Documents or Work, or changes to the Agreement Documents or Work schedule, shall be the basis for any claim for an increase in the Agreement Sum or change in the Agreement Time.

10.03 Claims Handling During Construction. After receipt of a Notice of Claim, the City may elect to refer the matter to the Design Professional or another party for review. Contractor will attend meetings called to review and discuss the Claim and mitigation of the problem and shall furnish any reasonable factual backup of 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 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 Work during the pendency of any claim, except in the event of termination or Work stoppage directed by City. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof, as follows regarding the alternative dispute resolution requirements of this Agreement:

No suit shall be filed by a Party regarding a dispute arising under or related to this Agreement unless the Parties first attempt to submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Agreement, however, a Party may file suit solely for injunction or

mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509 (800-733-9529 telephone).

10.04 Claims Handling Following Construction. The acceptance of final payment shall constitute a waiver of Claims by the Contractor which have not previously been identified in a timely Notice of Claim and specifically reserved in the final Application for Payment.

10.05 Claims for Concealed or Unknown Conditions. Only if conditions are encountered at the Project site which are (a) subsurface and not revealed or otherwise generally documented in a geotechnical report or other engineering or professional report or document, or otherwise concealed physical conditions which differ materially from those indicated in the Agreement Documents or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Agreement Documents, then Contractor shall be entitled to make a Claim if it can satisfy all of the other requirements of Section 9.

10.06 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Agreement Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 18.04.

10.07 Calculating Claim Amount. In calculating the amount of any Claim, the following standards will apply:

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

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

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

(d) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the Schedule of Values, divided by the total number of calendar days of Agreement Time called for in the original Contract.

Absent an overhead amount in the Schedule of Values, the amount estimated by the Contractor for job overhead costs shall be used.

(e) The maximum amount of all Claims proven by the facts to be due to the Contractor against the City under this Agreement is expressly agreed by the parties not to exceed in any event or set of circumstances an aggregate total of five percent (5%) of the Agreement Sum.

10.08 Liquidated and Other Damages.

(a) The amount of liquidated damages (as hereafter described) for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the parties 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. 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 the Agreement Documents, 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 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 deadlines specified for Substantial Completion and/or Final Completion.

(b) Regarding all other conduct, acts, or omissions of the Contractor (being separate and distinct from the liquidated damage authorizing conduct of the Contractor described in Subparagraph (a) above) which constitute a breach or default of this Agreement, the City may pursue the recovery of all remedies, claims and causes of action (whether legal, equitable, or mixed), and all damages allowed by law, including without limitation: Agreement termination; the recovery of all actual and consequential damages; and the recovery of its incurred attorney's fees, expenses, court costs, interest, and all just and lawful offsets and credits.

(c) Notwithstanding anything to the contrary stated in this Agreement, any conduct, act, or omission committed by the Contractor which constitutes a breach or default of this Agreement shall survive the: (1) City's acceptance of the Work performed under this Agreement; and (2) termination of the Agreement.

11. SUBCONTRACTORS

11.01 Definitions.

(a) A Subcontractor is a person or entity who has a direct agreement with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(b) A Sub-subcontractor is a person or entity who has a direct or indirect agreement with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

11.02 Award of Subcontracts and Other Contracts for Portions of the Work.

(a) Unless otherwise stated in the Agreement Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the City through the Design Professional the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) and copies of all executed subcontract(s) proposed for each principal portion of the Work of the Project. The Design Professional will promptly reply (but in no event longer that 30 days from said written notice) to the Contractor in writing stating whether or not the City or the Design Professional, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the City or Design Professional to reply promptly shall constitute notice of no reasonable objection.

(b) The Contractor shall not have a contractual agreement for the Project with a proposed person or entity to whom the City or Design Professional has made reasonable and timely objection. The Contractor shall not be required to have a contractual agreement with anyone to whom the Contractor has made reasonable objection.

(c) If the City or Design Professional has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the City or Design Professional has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Agreement Sum and Agreement Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Agreement Sum or Agreement Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

(d) The Contractor shall not change an approved Subcontractor, person or entity previously selected if the City or Design Professional makes reasonable objection to such substitute.

(e) The Contractor shall submit the list of proposed Subcontractors on a form approved by the City.

(f) The Contractor and Subcontractors are required to visit the site and completely familiarize themselves with the existing conditions prior to the submission of Proposal(s). No additional increase in the Agreement amount will be provided when existing or known conditions require a certain amount of work to comply with the intent of the Agreement Documents.

11.03 Subcontractual Relations. By appropriate written agreement with the Subcontractor, the Contractor shall require each Subcontractor, to the extent of the Work for the Project to be performed by the Subcontractor, to be bound by the terms of the Agreement Documents, and to assume all obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the City and Design Professional. Each subcontract agreement shall preserve and protect the rights of the City and Design Professional under the Agreement Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Agreement Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Agreement Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

11.04 Contingent Assignment of Subcontracts.

(a) Each subcontract agreement for a portion of the Work for the Project shall be assigned in writing by the Contractor to the City provided that the:

1. assignment is effective only after termination of the Agreement by the City for cause pursuant to Paragraph 22.02 and only for those subcontract agreements which the City accepts by notifying the Subcontractor and Contractor in writing; and

2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

(b) City shall only be responsible for compensating Subcontractor for Work done or materials furnished after the date City gives written notice of its acceptance of the assigned subcontract agreement.

(c) Each Subcontract and assignment shall provide that the City shall only be responsible to the Subcontractor for those services and materials furnished by the Subcontractor subsequent to the City's exercise of any rights under this contingent assignment.

11.05 Responsibility. Contractor shall be fully responsible for the performance of its Subcontractor, including those selected or approved by the City.

12. CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

12.01 City's Right to Perform Construction and to Award Separate Contracts.

(a) The City reserves the right to perform other construction work, maintenance, and repair work near or adjacent to the Project site during the time period of the Work. City may perform other Work with separate contractors. City shall have access to the site at all times.

(b) When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Agreement Documents in each case shall mean the Contractor who executes each separate City-Contractor Agreement.

12.02 Mutual Responsibility.

(a) The Contractor shall afford the City and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Agreement Documents.

(b) If part of the Contractor's Work depends for proper execution or results upon construction or operations by the City or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Design Professional discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the City's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

(c) The City shall be reimbursed by the Contractor for costs incurred by the City which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor.

(d) The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the City or separate contractors as provided in Paragraph 18.02(e).

(e) The City and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 5.15.

12.03 City's Right to Clean Up. If a dispute arises among the Contractor, separate contractors and the City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the City may clean up and the Design Professional will allocate the cost among those responsible.

13. CHANGES IN THE WORK

13.01 General.

(a) Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Construction Change Directive or order for a minor change in the Work. The Agreement Sum and/or Agreement Time may be increased for changes in the Work if the provisions of this Paragraph have been met.

1. No change in the Agreement Sum and/or Agreement Time will be allowed for a change in the Work unless prior to performing the changed Work, the Contractor has provided the City in writing a proposal for any change in price and/or change in Agreement Time caused by the change in Work, and a Change Order is subsequently executed. A field directive or field order shall not be recognized as having any impact upon the Agreement Sum or the Agreement Time, and Contractor shall have no Claim therefore, unless it shall, prior to complying with the directive and in any event within fourteen (14) calendar days of receiving the directive, submit a change proposal to the City, and a Change Order is subsequently executed, or Contractor satisfies the requirements of Paragraph 10. Contractor's proposal shall be subject to City's acceptance and remain irrevocable for a period of sixty (60) calendar days after receipt by City. Thereafter, Contractor reserves the right to resubmit such change proposal upon different pricing and time of performance terms.

(b) A Change Order shall be based upon agreement among the City, Contractor, and Design Professional. A Construction Change Directive requires agreement by the City and Design Professional and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Design Professional alone.

(c) Changes in the Work shall be performed under applicable provisions of the Agreement Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Paragraph 13.03, a change in the Agreement Sum or the Agreement Time shall be accomplished only by Change Order.

(d) The Contractor, upon receipt of written notification by the Design Professional of a proposed item of change in the Work, shall prepare as soon as possible a Change Proposal in such form or forms as directed by the City. The parties further agree as follows:

1. Each separate Change Proposal shall be numbered consecutively and shall include material costs, labor costs, fees, overhead and profit. The Change Proposal shall specify all costs related to the proposed change in the Work, including any disruption or impact on performance.

2. The Subcontractor's itemized accounting shall be included with the Change Proposal.

3. If a Change Proposal is returned to the Contractor for additional information or if the scope of the proposed change in the Work is modified by additions,

deletions or other revisions, the Contractor shall revise the Change Proposal accordingly and resubmit the revised Change Proposal to the City and Design Professional.

4. A revised Change Proposal shall bear the original Change Proposal number suffixed by the letter "R" to designate a revision in the original Change Proposal. If additional revisions to a revised Change Proposal are necessary, each subsequent revision shall be identified by an appropriate numeral suffix immediately following the "R" suffix.

5. Upon written approval of a Change Proposal by the City, the City will prepare a Change Order authorizing such Change in Work.

6. The Contractor shall request extensions of the Agreement Time due to changes in the Work only at the time of submitting its Change Proposal. **Contractor's failure to do so shall represent a waiver of any right to request a time extension**.

13.02 Change Orders.

(a) The Contractor makes a written request for a Change Order by submitting a written Change Proposal. A Change Order is a written instrument prepared by the City and reviewed by the Design Professional. When finalized, a Change Order is signed by the City, Contractor and Design Professional, stating their agreement upon all of the following:

1. change in the Work; and

2. the amount of the adjustment, if any, in the Agreement Sum; and

3. the extent of the adjustment, if any, in the Agreement Time.

(b) Pursuant to Section 252.048(d) of the Texas Local Government Code:

1. The Guaranteed Maximum Price ("GMP") 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 agreement amount may be made or approved by the City Manager or their delegate if the change order is 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.

2. For construction contracts funded in whole or in part by Certificates of Obligations, an Agreement with a GMP of $1 million or more may not be increased by more than twenty-five percent (25%). If a change order for a construction Agreement funded in whole or in part with certificates of obligation that has a GMP of less than $1 million increases the Agreement amount to $1 million or more, subsequent change orders may not increase the revised Agreement amount by more

than twenty-five percent (25%). Written change orders may be made or approved by the City Manager or their delegate if the change order is 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.

(c) Methods used in determining adjustments to the Agreement Sum may include those named below:

1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. unit prices stated in Agreement Documents or subsequently agreed upon;

3. a determination in a manner agreed upon by the parties and a mutually acceptable fixed fee, or the percentage fee established at Subparagraph 13.03(f), or

4. as provided in Subparagraph 13.3(g).

(d) Agreement on any Change Order shall constitute a final settlement of all Claims by the Contractor directly or indirectly arising out of or relating to the Change in Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs and impact costs associated with such change and any and all adjustments to the Agreement Sum and the Agreement Time.

13.03 Construction Change Directives.

(a) A Construction Change Directive is a written order prepared by the Design Professional and signed by the City and Design Professional, directing a change in the Work prior to an agreement on adjustment, if any, in the Agreement Sum or Agreement Time, or both. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Agreement Sum and Agreement Time being adjusted accordingly.

(b) A Construction Change Directive shall be used in the absence of a total agreement on the terms of a Change Order.

(c) The Construction Change Directive shall include a unilateral change in the Agreement Sum and/or Agreement Time reflecting the City's view of the appropriate change in the Agreement Sum and/or Agreement Time for the Change in Work covered by the Construction Change Directive. Until an agreement is reached by the City and Contractor on these issues for a Change Order, the changes in Agreement Sum and Agreement Time set out in the Construction Change Directive shall be used for Schedule of Values, payment and scheduling purposes.

(d) Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Professional of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Agreement Sum or Agreement Time.

(e) A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Agreement Sum and Agreement Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

(f) In the absence of an agreement between City and Contractor on the proper change to the Agreement Sum or Agreement Time because of a change in the Work, Contractor may treat the matter as a Claim under Section 10. In such event, the Contractor shall be entitled to recover only the amount by which the Cost of the Work has been reasonably increased over the Cost of Work without the change in the Work, plus five percent (5%).

(g) Pending final determination of the cost of a Construction Change Directive to the City, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the City for a deletion or change which results in a net decrease in the Agreement Sum shall be actual net cost as confirmed by the Design Professional. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

13.04 Minor Changes in the Work. The Design Professional will have authority to order minor changes in the Work not involving adjustment in the Agreement Sum or extension of the Agreement Time and not inconsistent with the intent of the Agreement Documents. Such changes shall be effected by written order and shall be binding on the City and Contractor. The Contractor shall carry out such written orders promptly.

13.05 Changes Funded by Allowances. Allowances balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead and profit mark-up when changes in the Work are funded by one of the Allowances.

14. TIME

14.01 Definitions.

(a) Unless otherwise provided, Agreement Time is the period of time, including authorized adjustments, allotted in the Agreement Documents for Substantial Completion of the Work.

(b) The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons, or entities for whom the Contractor is responsible.

(c) The date of Substantial Completion is the date certified by the Design Professional in accordance with Section 16.

14.02 Progress and Completion.

(a) Time limits stated in the Agreement Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Agreement Time is a reasonable period for performing the Work.

(b) The Contractor shall not knowingly, except by agreement or instruction of the City in writing, prematurely commence operations on the Project site or elsewhere prior to Contractor obtaining all bonds required by the Agreement and before the effective date of insurance required by Section 19 to be furnished by the Contractor and City. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Agreement Documents or a Notice to Proceed given by the City, the Contractor shall notify the City in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

(c) The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Agreement Time.

14.03 Delays and Extensions of Time.

(a) If the Contractor is delayed in performing Work that is critical to the overall completion of the Work by an act or neglect of the City or Design Professional, or a separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, unavoidable casualties, including fire, or by unusually adverse weather conditions, as defined below, then the Agreement Time shall be extended for a reasonable time to reflect the impact of the delay on Work critical to achieve Substantial Completion within the Agreement Time, provided the performance of the Work was not delayed by any other cause for which the Contractor is not entitled to an extension in the Agreement Time under the Agreement Documents. Adjustments in the Agreement Time will be permitted for a delay only to the extent such delay is not caused or could not have been anticipated by the Contractor and could not be limited or avoided by the Contractor's timely notice to the City of the delay, and only if Contractor satisfies the conditions of Paragraph 14.03(b). Contractor has the burden to prove that any of the foregoing alleged causes of delay significantly impacted construction progress on the critical path, as a condition precedent to any extension of Agreement Time.

(b) Weather delays include "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).

(c) On or before the fifteenth (15) day of each month of the Work, Contractor shall submit in writing a request for all time extensions to which it believes itself to be entitled

for the preceding month, other than time extensions for changes in Work, which are to be submitted in accordance with the requirements of Paragraph 13. If Contractor's request for time extension for changes in the Work is denied and Contractor wishes to pursue the matter, Contractor shall submit in writing a request for that extension by the fifteenth (15) day of the month following the denial. **Any claim for time extension not submitted under the terms of this Subparagraph shall be waived.**

(d) City, after consultation with the Design Professional, may grant time extensions to the extent it believes them to be proper. Time extensions granted by the City may be incorporated into schedules for completion of the Work. In the event that Contractor believes that it is entitled to additional time extensions beyond those granted by the City, it may make a claim for them provided it can meet the requirements of Paragraph 10.

15. PAYMENTS AND COMPLETION

15.01 Agreement Sum. The Agreement Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Contractor for performance of the Work under the Agreement Documents.

15.02 Schedule of Values. Before the first Application for Payment, the Contractor shall submit to the Design Professional a Schedule of Values fairly allocating the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as reasonably required by the Design Professional. Once approved by the Design Professional and updated for changes in the Work, the Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment and is not to be taken as evidence of market or other value. The Schedule of Values shall not overvalue early job activities. The Contractor's Fee shall be shown as a single separate item. The Schedule of Values shall follow the trade divisions of the Specification so far as practicable.

In order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on forms approved by the City, and shall include the following:

(a) Contractor's costs for Contractor's Fee, bonds and insurance, mobilization, etc., shall be named as individual line items.

(b) Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc. These subdivisions shall appear as individual line items.

(c) On major subcontracts, such as mechanical, electrical, and plumbing, the Schedule of Values shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation of fixtures, start up, etc.)

(d) Costs for subcontract Work shall be named without any addition of Contractor's costs for overhead, profit or supervisions.

(e) Where payment for stored materials may be requested prior to installation, material and labor shall be named as separate line items.

(f) Sample pages from an approved Schedule of Values are included following this document.

15.03 Applications for Payment.

(a) At the time specified in the Agreement, the Contractor shall submit to the Design Professional an itemized Application for Payment for operations completed in accordance with the Schedule of Values and an updated project schedule for the Work. Such application shall be notarized and supported by such data fully evidencing and substantiating the Contractor's right to payment. The City requires the submission of copies of requisitions, billings, and invoices from the Contractor, Subcontractor(s) and material suppliers, all self-performed billings and invoices, all applicable payrolls, etc. Applications for Payment should also reflect retainage (if applicable). Unless otherwise agreed, the Contractor shall submit requests for payment in quadruplicate originals using for the "top sheets", originals of APPLICATION AND CERTIFICATE FOR PAYMENT; continuation sheets showing in detail the amounts requested, etc., may be submitted on CONTINUATION SHEET(S) in a format approved by the Design Professional. All blank spaces must be completed, and the signatures of the Contractor and Notary Public shall be original on each form. By submitting its Application for Payment, the Contractor certifies that the individual signing the application is authorized to do so. Additionally, if the Contractor prepares its Application for Payment utilizing "Excel" spreadsheet software, it shall submit a "thumb drive" or otherwise make such spreadsheet available electronically with each application for payment to facilitate the City's and Design Professional's review of the application.

1. Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

(b) Unless otherwise provided in the Agreement Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the City, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing, so long as such location, materials, and equipment also have bond and insurance coverage on Contractor's bonds and insurance policies. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the City to establish the City's title to such materials and equipment or otherwise protect the City's interest, and shall include the costs of applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site. Upon payment by the City of the invoiced cost, title to all such materials and equipment shall irrevocably pass to the City. The Contractor warrants that title to all materials and equipment covered by an Application for Payment will pass

to City upon the receipt of payment by the Contractor. Such title shall be free and clear of all liens, claims, security interests or encumbrances. No work, materials or equipment covered by an Application for Payment shall be subject to an agreement under which an interest is retained, or encumbrance is attached by the seller, the Contractor, or other party.

(c) The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the City shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

15.04 Certificates for Payment.

(a) The Application for Payment will be reviewed first by the Design Professional who will certify to the City that portion, if any, of the Application for Payment it has determined is properly due. In the event that the Design Professional believes that payment should be withheld, in whole or in part, it will notify the City and Contractor of the basis of this view as provided in Subparagraph 15.05(a).

(b) The issuance of a Certificate for Payment will constitute a representation by the Design Professional to the City, based on the Design Professional's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Design Professional's knowledge, information and belief, the quality of the Work is in accordance with the Agreement Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement Documents prior to completion and to specific qualifications expressed by the Design Professional. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Design Professional has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Agreement Sum.

(c) The issuance of a Certificate of Payment shall constitute a recommendation to the City in respect to the amount to be paid. This recommendation is not binding on the City if City knows of other reasons under the Agreement why payment should be withheld.

(d) The Design Professional will affix their signature to the same form described in Paragraph 15.04(a). to signify their certification of payment provided the application is otherwise satisfactory.

15.05 Decisions to Withhold Certification.

(a) The Design Professional may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the City, if in the Design Professional's opinion the representations to the City required by Section 15.04(b) cannot be made. If the Design Professional is unable to certify payment in the amount of the Application, the Design Professional will notify the Contractor and City as provided in Paragraph 15.04(a). If the Contractor and Design Professional cannot agree on a revised amount, the Design Professional will promptly issue a Certificate for Payment for the amount for which the Design Professional is able to make such representations to the City. The Design Professional may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Professional's opinion to protect the City from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Paragraph 5.05(b), because of:

1. defective Work not remedied;

2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;

3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Sum;

5. damage to the City or another contractor;

6. reasonable evidence that the Work will not be completed within the Agreement Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

7. persistent failure to carry out the Work in accordance with the Agreement Documents.

(b) When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

15.06 Progress Payments.

(a) After the Design Professional has issued a Certificate for Payment, the City, upon the City's review and written approval of the Certificate for Payment, shall endeavor to

make payment in the manner and within the time provided in the Agreement Documents, and shall so notify the Design Professional. If the City believes the Contractor is not current in its legitimate obligations to suppliers, laborers and/or Subcontractors on the Project, City may (but is not obligated to) withhold payment until it receives partial or final releases, or other reasonable proof from the Contractor that this situation does not exist.

(b) The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the City, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. City is not obligated to monitor payments to Subcontractors or Sub-subcontractors, and nothing in this paragraph shall create any right on the part of a Subcontractor or Sub-subcontractor against City.

(c) The Design Professional will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Design Professional and City on account of portions of the Work done by such Subcontractor.

(d) Neither the City nor Design Professional shall have an obligation to pay or to see to the payment of money to a Subcontractor or Sub-subcontractor.

(e) Payment to material suppliers shall be treated in a manner similar to that provided in Paragraphs 15.06(b), 15.06(c) and 15.06(d).

(f) A Certificate for Payment, a progress payment, the issuance of Substantial or Final Completion, or partial or entire use or occupancy of the Project by the City shall not constitute acceptance of Work not in accordance with the Agreement Documents.

15.07 Failure of Payment. If the City incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the City shall have an absolute right to offset such amount against the Agreement Sum under this Contract, and may, in the City's sole discretion, elect either to: (1) deduct an amount equal to that to which the City is entitled, or (2) issue a written notice to the Contractor reducing the GMP by an amount equal to that to which the City is entitled.

16. SUBSTANTIAL COMPLETION

16.01 General. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Design Professional and City shall review the punch list prepared by Contractor and supplement the list as necessary. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement Documents.

(a) The Contractor's superintendent shall participate in the preparation of the Contractor's punch list that is submitted to the Design Professional and City for

supplementation. Upon receipt, the Design Professional and City shall perform a spot review to determine the adequacy and completeness of the Contractor's punch list. Should the Design Professional or City determine that the Contractor's punch list lacks sufficient detail or requires extensive supplementation, the punch list will be returned to the Contractor for further inspection and revision. The date of Substantial Completion will be delayed until the punch list submitted is a reasonable representation of the work to be done.

(b) Upon receipt of an acceptable Contractor's punch list, the Contractor's superintendent shall accompany the Design Professional, its Consultants, and the City (at its discretion) during their inspections and the preparation of their supplements to the Contractor's punch list. The superintendent shall record or otherwise take note of all supplementary items. The Design Professional shall endeavor to furnish to the Contractor typed, handwritten or recorded supplements to the punch list in a prompt manner; however, any delay in the Contractor's receiving said supplements from the Design Professional shall not be cause for a claim for additional cost or extension of time.

16.02 Inspection. When the Contractor notifies Design Professional and City that it has completed or corrected items on the punch list, the Design Professional and City at its discretion will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Professional's and City's inspection discloses any item, whether or not included on the Contractor's punch list, which is not sufficiently complete in accordance with the Agreement Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Design Professional. In such case, the Contractor shall then submit a request for another inspection by the Design Professional and City to determine Substantial Completion. Any further inspections by the Design Professional and City for the purpose of determining the Project is Substantially Complete shall be at Contractor's cost and the City may deduct such cost from any amount payable to Contractor hereunder.

16.03 Certificate of Substantial Completion. When the Work or designated portion thereof is substantially complete, and upon the City's concurrence of the same, the Design Professional will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Agreement Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

16.04 Approval of Certificate. The Certificate of Substantial Completion shall be submitted to the City and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the City, in its sole discretion, may, but is not required to, make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Agreement Documents. If retainage is not released at Substantial Completion, applicable retainage amounts will be released by City upon Contractor obtaining Final Completion.

16.05 Insurance. The Contractor shall keep all required insurance in full force, and utilities on, until the Certificate of Substantial Completion is issued, and accepted by the City in writing, regardless of the stated date of Substantial Completion. Acceptance shall not be unreasonably withheld.

16.06 Partial Occupancy or Use.

(a) The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Paragraph 19.03(a) and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement Documents.

(b) Immediately prior to such partial occupancy or use, the City, Contractor, and Design Professional shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

(c) Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement Documents.

17. FINAL COMPLETION AND FINAL PAYMENT

17.01 General. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City and Design Professional shall endeavor to promptly make such inspection and, when the City and Design Professional finds the Work acceptable under the Agreement Documents and the Agreement fully performed, the Design Professional shall endeavor to promptly issue a final Certificate for Payment stating that to the best of the Design Professional's knowledge, information and belief, and on the basis of the Design Professional's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Agreement Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Design Professional's final Certificate for Payment will constitute a further representation that conditions listed in Paragraph 17.02 as precedent to the Contractor's being entitled to final payment have been fulfilled.

Prior to final payment, the Contractor shall submit digitally (mylars for all Water/Wastewater projects, as specified in project specifications and bid documents) to the Design Professional the following completed forms:

1. Contractor's Affidavit of Payment of Debts and Claims;

2. Contractor's Affidavit of Release of Liens;

3. Consent of Surety to Final Payment (if applicable);

4. Subcontractor's Unconditional Releases – each signed and notarized on a single piece of paper;

5. Maintenance and inspection manuals – three (3) sets of each bound in a 3 inch "D-slant" ring binder;

6. Final list of subcontractors;

7. one (1) complete set of marked-up copies of the Drawings and Specifications accurately showing the Project as constructed. Such Specifications and Drawings shall be marked to show all changes and modifications that have been incorporated into the Work as performed;

8. other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the City; and

9. any other "Closeout Documents" required under the Agreement Documents.

17.02 Format. Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index sections will be divided and identified by tabbing each section as listed in the index. Upon request, the Design Professional will furnish the Contractor with blank copies of the forms listed above. Final payment, constituting the entire unpaid balance of the Agreement Sum shall be endeavored to be paid by the City to the Contractor within sixty (60) days after Substantial Completion of the Work, unless otherwise stipulated in the Certificate of Completion, provided the Agreement is fully performed, and Final Certificate of Payment has been issued by the Design Professional. The City may accept certain portions of the Work as being complete prior to the acceptance of the entire Project. If certain areas are accepted by the City as being completed, and if the Contractor has completed all of the requirements for final payment of the portion of Work, the City may, but is not required to, release retainage for that area/portion of Work. Amounts of retainage shall be agreed upon by both City and Contractor prior to final acceptance of these areas.

17.03 Delay. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Design Professional so confirms, the City shall, upon application by the Contractor and certification by the Design Professional, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Agreement Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Design Professional prior to certification of such payment. Such

payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

17.04 Acceptance of Payment. Acceptance of final payment by the Contractor shall constitute a waiver of claims by Contractor except for any Claims then pending that comply with the requirements of Section 10.

17.05 Time for Final Completion. Contractor shall achieve Final Completion within 30 calendar days of the date of Substantial Completion, failing which, Contractor shall provide a full-time on-site superintendent until Final Completion at its own cost and not as a cost of the Work.

18. Protection of Persons and Property.

18.01 Safety Precautions and Programs. The Contractor shall be responsible for initiating, maintaining, and supervising all necessary safety precautions and programs in connection with the performance of the Contract.

18.02 Safety of Persons and Property.

(a) The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work, Project site, and other persons who may be affected thereby including but not limited to the City's employees, invitees and the general public;

2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

(b) The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (including without limitation all State, federal, and local governmental authorities or agencies with regulatory or supervisory jurisdictional authority regarding the land or activities of the Project, including the City) bearing on safety of persons or property or their protection from damage, injury or loss.

(c) The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(d) When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of explosives or other hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the City and Design Professional reasonable advance notice of the presence or use of such materials, equipment, or methods.

(e) The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Agreement Documents) to property referred to in Paragraphs 18.02(a)(2) and 18.02(a)(3) caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 18.02(a), except damage or loss attributable to acts or omissions of the City or Design Professional or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 6.06.

(f) The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and Design Professional.

(g) The Contractor shall not load or permit any part of the construction, Work or site to be loaded so as to endanger its safety.

(h) Suspension of all or a portion of the Work, for any reason, shall not relieve the Contractor of its obligations under Paragraph 18.02.

(i) The Contractor shall promptly report in writing to the City and Design Professional all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statement of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to City and Design Professional.

(j) The Contractor shall be responsible for the protection and security of the Work and the Project, until it receives written notification that the Substantial Completion of the Work has been accepted by the City unless otherwise provided in the Certificate of Substantial Completion.

18.03 Hazardous Materials. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in 18.03(c)), 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 hereafter defined at Paragraph 18.03(c)). In the event

Contractor engages in any of the activities prohibited in this Paragraph 18.03. **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City, Design Professional and all of their respective officers, 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 Paragraph 18.03.**

(a) 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 (see special definition below), Contractor shall immediately stop work in the area affected and report the condition to City and Design Professional 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, Design Professional and all of their respective officers, 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.

(b) 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.

(c) For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element constituent, chemical, substance, compound, or mixture, which are 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 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), 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"). It is the Contractor's responsibility to comply with Paragraph 18 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.

18.04 Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 10 and Paragraph 13.

19. INSURANCE AND BONDS

19.01 General. 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.

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

- **(a)** Commercial General Liability ("CGL").
- **(b)** Business Automobile Liability.
- **(c)** Excess Liability – required for Agreement 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.
- **(f)** Professional Liability
- **(g)** Contractors' Pollution Legal Liability, Asbestos Legal Liability, and Errors and Omissions coverage.
- **(h)** Surety bonds as required and described in this Agreement.

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

- **(a)** Insurance is to be placed with insurers authorized to conduct business in the state of Texas with a current A.M. Best rating of no less than A: VII, unless otherwise accepted in writing by the City. The insurance policies provided by the insurance company/companies are to be underwritten on forms that have been authorized by the Texas Department of Insurance or ISO. Original endorsements affecting coverage required by this Agreement shall be furnished with the certificates of insurance.
- **(b)** Self-insured retentions must be declared to and approved by the City in writing. The City may require the Contractor to purchase coverage with a lower retention

or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention ("SIR") or deductible that exceeds $25,000 unless approved in writing by City. All deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements.

(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) For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 regarding the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.

(f) Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

(g) Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(h) Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated in this Agreement, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

(i) CGL & Excess/Umbrella liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Work and related obligations thereafter.

(j) City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

(k) The City of College Station, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the Business Automobile Liability policy, the Excess Liability/Umbrella policy, and the CGL policy, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. The coverages shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, at least as broad as ISO Form:

a. CG 20 10 and CG 11 85; **or**

b. **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms (if later revisions used).

(l) Contractor shall provide the following Surety Bonds:

a. Bid Bond

b. Performance Bond

c. Payment Bond

d. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the Guaranteed Maximum Price (GMP) or the final total dollar value of the Project, whichever is greater, and shall be increased by rider if Project value increases. If the Performance Bond provides for a two-year warranty and provides coverage for other warranty terms as required by the Agreement, then a separate Maintenance Bond is not necessary. If the warranty period specified in the Agreement is for longer than two years, a Maintenance Bond equal to 10% of the final total dollar value of the Project is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Texas, secured through an authorized agent with an office in Texas, and approved by the City.

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

(a) Limit of $5,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of $10,000,000.00 which limits shall be endorsed to be per Project.

(b) Coverage shall be at least as broad as ISO form GC 00 01.

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

(d) 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.

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

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

(b) Minimum Combined Single Limit of $5,000,000.00 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 and $2,000,000.00 policy aggregate where such exposures exist.

19.06 Excess Liability**.** The following Excess Liability requirements shall apply:

(a) The Contractor may use Umbrella or Excess Liability Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all Primary and Umbrella or Excess Liability Policies shall provide all the insurance coverages required by this Agreement, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements.

(b) The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also

apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

19.07 Additional Insured.

Those policies set forth in Paragraphs 19.04 Commercial (General) Liability, 19.05 Business Automobile Liability and 19.06 Excess Liability 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.

19.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof. The Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. 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.*

The insurance policy and related Certificate of Insurance must specifically state that the: (a) Contractor is a named insured party for the insurance coverage described; and (b) City is an additional and named insured party for the insurance coverage described. The deductible under the policy, including that for flood shall not exceed $100,000.00 without the written approval of the City.

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction

coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the Project does not involve new or major reconstruction, at the option of the City, an Installation Floater insurance policy coverage, and/or an endorsement for such coverage, may be acceptable. For such projects, a Property Installation Floater insurance policy coverage, and/or an endorsement for such coverage, shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater insurance policy coverage, and/or an endorsement for such coverage, and the related Certificate of Insurance, shall: (a) provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site; and (b) comply with the above provision in this Paragraph 19.08 which require that the: (i) Contractor is a named insured party for the insurance coverage described; and (ii) City is an additional and named insured party for the insurance coverage described.

19.09 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 their own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) Workers' Compensation/Employer's Liability insurance shall include the following terms:

1. Employer's Liability minimum limits of $1,000,000.00 for each accident/each disease/each employee are required.

2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following

language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) A certificate of coverage, prior to the other person beginning

work on the project; and

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

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

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

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

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

K. The Contractor's failure to comply with any of these provisions is a breach of agreement 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."

19.10 Professional Liability.

Professional liability with limits no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

19.11 Contractors' Pollution Legal Liability.

Contractors' Pollution Legal Liability, Asbestos Legal Liability, and Errors and Omissions liability coverage with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

19.12 Property Insurance.

(a) Partial occupancy or use in accordance with Paragraph 16.06 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

(b) The City, at the City's option, may purchase and maintain such insurance as will insure the City against loss of use of the City's property due to fire or other hazards, however caused.

(c) If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the City shall, at City's option, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

(d) If during the Project construction period the City insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the City shall waive all rights for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

(e) A loss insured under City's property insurance shall be adjusted by the City and made payable to the City for the insureds, as their interests may appear, subject to requirements of Paragraph 19.03. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

(f) If after such loss no other special agreement is made and unless the City terminates the Agreement for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Section 13.

(g) The City shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the City's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Section 10.

(h) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

19.13 Performance Bond and Payment Bond.

(a) Pursuant to applicable provisions of Chapters, 2253, 2254, and 2269 of the Texas Government Code, for all public works contracts with governmental entities: a payment bond is required if the Agreement Amount exceeds $50,000, a performance bond is required if the Agreement Amount exceeds $100,000, and below those amounts, the City may require payment and/or performance bonds for the Project in the exercise of its lawful discretion and best business judgment. The City and Contractor agree that, both a performance and payment bond are required to be properly obtained by the Contractor and timely delivered to the City as described by this Agreement, and such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, as amended, the authority described in this Agreement, and all other applicable law, and furthermore, the following is required regarding said bonds:

1. The Contractor shall execute the required performance and payment bonds: (a) for the full Agreement Amount in the form and scope described in the bond forms attached hereto as **Exhibit B**; or (b) pursuant to Section 2269.258(a) of the Texas Government Code, if a fixed Agreed Amount or Guaranteed Maximum Price has not been determined at the time the Agreement is awarded, the penal sums of said performance and payment bonds delivered to the City must each be in an amount equal to the construction budget for the Project, as specified in the City's request for proposals or qualifications.

2. The bond surety on said bonds shall be authorized under the laws of the State of Texas to provide a performance and payment bond, and each bond shall have attached proof of authorization of the surety to act regarding all obligations described in each respective bond.

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

4. The required performance and payment bonds shall remain in effect for a minimum period of two (2) years after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

5. If at any time during the performance of this Agreement in the required period thereafter, either or both of said bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days of such invalidity or ineffectiveness a full and complete replacement bond or bonds as the case may be, that shall assure performance or payment as required by this Agreement.

6. Regarding the delivery of said bonds by the Contractor to the City, and pursuant to Section 2269.258(b) of the Texas Government Code: (a) the Contractor shall deliver said bonds not later than the 10th day after the date the Contractor

executes the Agreement; or (b) alternatively and subject to the lawful discretion and best business judgment of the City, the Contractor may be allowed by the City to furnish and deliver to the City a bid bond or other financial security which is acceptable to the City to ensure that the Contractor will furnish the required performance and payment bonds when a guaranteed maximum price is established under this Agreement.

(b) 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 or quality 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, provided that said compensation does not constitute additional compensation to that which has been already paid by the City to the Contractor for any Work associated with said changes or alterations.

20. UNCOVERING AND CORRECTION OF WORK

20.01 Uncovering of Work.

(a) If a portion of the Work is covered contrary to the City's or Design Professional's request or to requirements specifically expressed in the Agreement Documents, it must, if required in writing by the City or Design Professional, be uncovered for the City's and Design Professional's examination and be replaced at the Contractor's expense without change in the Agreement Time.

(b) If a portion of the Work has been covered which the City or Design Professional has not specifically requested to examine prior to its being covered, the City or Design Professional may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Agreement Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the City's expense. If such Work is not in accordance with the Agreement Documents, correction shall be at the Contractor's expense.

20.02 Correction of Work.

(a) Before or After Substantial Completion. The Contractor shall promptly correct Work rejected by the Design Professional or failing to conform to the requirements of the Agreement Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Design Professional's services and expenses made necessary thereby, shall be at the Contractor's expense.

(b) After Substantial Completion. In addition to the Contractor's obligations under Paragraph 5.07, if, within two (2) years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Paragraph 16.06(a), or by terms of an applicable special warranty required by the Agreement Documents, any of the Work is found to be not in accordance with the requirements of the Agreement Documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such specific condition. The City shall endeavor to give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City or Design Professional, the City may correct it in accordance with Paragraph 4.05. The "prompt" correction of defective work by the Contractor after receipt of notification from the City as described above shall be defined as follows:

1. The Contractor shall make written response to the City within twenty-four (24) hours of receipt of the City's notice acknowledging receipt of the notice and providing the proposed schedule to conduct corrective work. Corrective work shall not interfere with the City's normal operation and use of the Project, unless expressly approved by the City;

2. For corrective work which is not a life safety issue, or which will not, by the nature of the defect, cause subsequent damage to the Project, corrective work shall be completed within fourteen (14) calendar days;

3. For corrective work which by its nature may cause subsequent damage to the Project, corrective work required to prevent subsequent damage shall be completed within twenty-four (24) hours, and if such work is a temporary repair, permanent repair of the corrective work shall be completed within seven (7) calendar days. The Contractor shall also correct all subsequent damage caused by such corrective work;

4. For corrective work which affects services to, and ordinary use of the Project, corrective work shall be completed within twenty-four (24) hours, and if such work is a temporary repair, permanent repair of the corrective work shall be completed within seven (7) calendar days; and

5. The time frames stated above for completion of permanent corrective work shall be equitably adjusted as required for legitimate delays caused by weather delays, material acquisition and other factors beyond the Contractor's direct control.

6. The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

7. These obligations under Subparagraph 20.02(b) shall survive acceptance of the Work under the Agreement and termination of the Contract. The period for any

Work corrected pursuant to Paragraph 20.02 shall be extended for a period of two years after the date said corrective work is completed.

(c) The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Agreement Documents and are neither corrected by the Contractor nor accepted by the City.

(d) The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the City or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Agreement Documents.

1. Where non-conforming Work is found, the entire area of Work involved shall be corrected unless the Contractor can completely define the limits to the Design Professional's satisfaction. Additional testing, sampling, or inspecting needed to define nonconforming Work shall be at the Contractor's expense, and performed by the City's contracted testing laboratory if such services are reasonably required by the Design Professional. All corrected Work shall be retested at the Contractor's expense. Extra architectural, engineering, or other services required to analyze non-conforming Work shall be paid for by the Contractor.

(e) Nothing contained in Paragraph 20.02 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Agreement Documents. Nothing contained in Paragraph 20.02 is intended to limit or modify any obligations under the law or under the Agreement Documents, including any warranty obligations, expressed or implied.

20.03 Acceptance of Nonconforming Work. If the City prefers to accept Work which is not in accordance with the requirements of the Agreement Documents, the City may do so instead of requiring its removal and correction, in which case the Agreement Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

21. TEST AND INSPECTIONS

21.01 Tests and Inspections.

(a) Tests, inspections, and approvals of portions of the Work required by the Agreement Documents (or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdictional, regulatory, or supervisory authority regarding the land or activities of the Project) shall be made at appropriate times. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory employed by the City for this purpose, or with the appropriate public authority. City shall bear the normal costs of these services, but not any excess costs attributable to Contractor-caused scheduling problems, or other Contractor error. The Contractor shall give the Design Professional timely notice of when and where

tests and inspections are to be made so the Design Professional may observe such procedures.

(b) If the Design Professional, City or said public authorities determine that portions of the Work require additional testing, inspection or approval not included under Paragraph 21.01, the Design Professional will, upon written authorization from the City, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the City, and the Contractor shall give timely notice to the Design Professional of when and where tests and inspections are to be made so that the Design Professional may be present for such procedures. Such costs, except as provided in this Paragraph 21.01, shall be at the City's expense.

(c) If such procedures for testing, inspection, or approval under this Section 21 reveal failure of the portions of the Work to comply with requirements established by the Agreement Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Design Professional's services and expenses shall be at the Contractor's expense.

(d) Required certificates of testing, inspection or approval shall, unless otherwise required by the Agreement Documents, be secured by the Contractor, and promptly delivered to the Design Professional.

(e) If the Design Professional is to observe tests, inspections or approvals required by the Agreement Documents, the Design Professional will do so promptly and, where practicable, at the normal place of testing.

(f) Tests or inspections conducted pursuant to the Agreement Documents shall be made promptly to avoid unreasonable delay in the Work.

22. TERMINATION OR SUSPENSION OF THE CONTRACT

22.01 Termination by the Contractor.

(a) The Contractor may terminate the Agreement if the Work is stopped for a period of one hundred-twenty (120) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect Agreement with the Contractor, for any of the following reasons:

1. issuance of an order or decision of a court or other public authority (including without limitation any State, federal, or local governmental authority or agency with regulatory or supervisory jurisdictional authority regarding the land or activities of the Project, including the City) having jurisdiction which requires all Work to be stopped;

2. an act of government, such as a declaration of national emergency which requires all Work to be stopped; or

3. because the Design Professional has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Paragraph 15.04(a), or because the City has not made payment on a Certificate for Payment within the time stated in the Agreement Documents, provided notice is given as required under Subparagraph 15.04(a).

(b) The Contractor may terminate the Agreement if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect Agreement with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the City as described in Paragraph 22.03 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

(c) If the Work is stopped for one hundred-twenty (120) consecutive days for any reason described in Paragraph 22.01(a) or 22.01(b), the Contractor may, upon sixty (60) days' written notice to the City and Design Professional, terminate the Agreement and recover from the City payment for Work already satisfactorily performed by Contractor.

(d) Notwithstanding anything to the contrary contained herein or in the other Agreement Documents, the City shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 22.01(a), 22.01(b) and 22.01(c).

22.02 Termination by the City with or without Cause.

(a) The City may terminate the Agreement if the Contractor:

1. refuses or fails to timely supply enough properly skilled workers, or proper materials or equipment, to perform the Work of the Project;

2. fails to make a payment to Subcontractors for materials, equipment, or labor in accordance with the respective agreements between the Contractor and the Subcontractors for the Work of the Project;

3. disregards or fails to comply with any law, ordinance, rule, regulation, decision, or order regarding the Project that is issued by a court or other public authority (including without limitation a State, federal, or local governmental authority or agency, including the City) with regulatory, supervisory, or jurisdictional authority regarding the land or activities of the Project;

4. commits conduct, an act, or omission which constitutes a breach or default of the Agreement or the Agreement Documents;

5. fails to furnish the City, upon request, with assurances satisfactory to the City evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Agreement or Agreement Documents;

6. fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Agreement or Agreement Documents; or

7. fails to provide all policies of insurance, permits, and/or bonds required to be obtained by the Contractor for the Project pursuant to the Agreement or Agreement Documents.

(b) When any of the above Paragraph 22.02(a) reasons exist, the City may, without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any and applicable, seven (7) days' written notice, terminate the engagement and appointment of the Contractor under this Agreement, and may, subject to any prior rights of an applicable surety:

1. take possession of the Project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned or possessed by the Contractor;

2. accept assignment of subcontracts pursuant to Paragraph 11.04;

3. make demand upon Contractor's applicable surety, if any, to complete the Work;

4. finish the Work by whatever reasonable method the City may deem, in its sole discretion and best business judgment, to be expedient or advisable; and/or

5. initiate and complete litigation against the Contractor, and against all other necessary or desired parties (including Contractor's sureties and insurance carriers), for the recovery of all remedies, claims and causes of action (whether legal, equitable, or mixed), and all damages, as allowed by law and this Agreement, including without limitation: Agreement termination; the recovery of all actual and consequential damages; the recovery of certain liquidated damages under this Agreement; and the recovery of the City's incurred attorney's fees, expenses, court costs, interest, and all just and lawful offsets and credits

(c) When the City terminates the Agreement for a reason stated in Paragraph 22.02(a), the Contractor shall not be entitled to receive further payment until the Work is finished.

(d) If the unpaid balance of the Agreement Sum exceeds costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, including attorney's fees, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract.

(e) If a Performance Bond has been furnished and the Contractor is declared by the City to be in default under the Agreement, the Surety shall promptly, and in no event more

than 30 days, remedy the default by commencing and continuing to perform the remaining work of the Agreement in accordance with its terms and conditions, or by obtaining a bid or bids for the Work in accordance with the Agreement's terms and conditions. At City's election, upon determination by the City and the Surety of the lowest responsible bidder, the Surety will complete the Work or will arrange for an Agreement between such bidder and the City and make available sufficient funds to pay the cost of completion less the balance of the Agreement Sum, but not exceeding the Penal Sum of the bond. The phrase "balance of the Agreement Sum" as used herein shall mean the total amount payable by the City to the Contractor under the Agreement, including any adjustments thereto made in accordance with the terms and conditions of this Agreement, and amendments thereto less the amount previously paid by the City to the Contractor.

(f) Also, notwithstanding anything to the contrary herein stated, the City may terminate this Agreement pursuant to one or more of the circumstances and procedures stated in Paragraph 30 for City termination of this Agreement.

22.03 Suspension by the City for Convenience.

(a) The City may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine.

(b) If City suspends the Contractor's performance for convenience, an adjustment shall be made to the Agreement Sum as calculated under Section 13 and shall include profit. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

2. that an equitable adjustment is made or denied under another provision of the Agreement.

22.04 Termination by the City for Convenience.

(a) The City may, at any time, terminate the Agreement, in whole or in part, for the City's convenience and without cause.

(b) Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

1. cease operations as directed by the City in the notice;

2. take actions necessary, or that the City may direct, for the protection and preservation of the Work; and

3. except for Work not so terminated and/or directed to be performed prior to the effective date of termination stated in the notice, terminate all existing

subcontracts, and purchase orders and enter into no further subcontracts and purchase orders.

(c) In the event of a termination under Paragraph 22.04, the Contractor shall be paid the value of its Work to the date of termination plus such sums as are reasonably required to cover the cost to Contractor, its Subcontractors, and suppliers, to shut down the Project. City shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination.

(d) Upon determination by a court of competent jurisdiction that termination of the Contract, pursuant to Paragraph 22.02 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 22.04, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 22.04.

23. CONTRACTOR'S GENERAL RESPONSIBILITIES.

23.01 General.

(a) Appropriation of Funds. The Contractor acknowledges and agrees that the estimated construction budget is contingent upon the appropriation and availability of funds as approved by the City Council and is subject to change without notice.

(b) Project Site Location and Land Acquisition. The Contractor acknowledges and agrees that the City may not have identified or selected a final site location or started land acquisition activities for this Project.

(c) Contractor Services. The Contractor shall perform all services described in this Agreement to be performed by the Contractor. The services to be provided under Sections 23.02 and 23.03 constitute the Preconstruction Phase services.

(d) Full or Partial Preconstruction Phase Services, City's Termination Rights. The City, at its sole option, may decide to receive full or partial Preconstruction Phase services from the Contractor, and during or after the Preconstruction Phase services period, the City has the option of continuing forward or not continuing forward with the Contractor or this Project. The City reserves the right to close out this Contract or terminate this Contract for convenience, at any time, at no penalty to the City, pursuant to the Termination provisions contained in this Contract.

23.02 Concurrent Preconstruction and Construction Phases. If the City and Contractor agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

23.03 Preconstruction Phase.

(a) Preliminary Evaluation. The Contractor shall provide a preliminary evaluation of the City's program and Project budget requirements, each in terms of the other.

(b) Consultation. The Contractor with the Design Professional shall jointly schedule and attend regular meetings with the City. The Contractor shall consult with the City and Design Professional regarding site selection and evaluation, site use and improvements and the selection of materials, building systems and equipment. The Contractor shall provide constructability reviews to include recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies. The Contractor shall provide bid document reviews to include recommendations on design discipline coordination and clarifications that will improve the ability of the City to receive competitive bids for the complete cost to construct the Project.

(c) Preliminary Project Schedule. When Project requirements described in Paragraph 24.01(a) have been sufficiently identified, the Contractor shall prepare, and periodically update, a preliminary Project schedule for the Design Professional's review and the City's approval. The Contractor shall coordinate and integrate the preliminary Project schedule with the services and activities of the City, Design Professional and Contractor. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, Milestone Dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Contractor shall make appropriate recommendations to the City and Design Professional.

(d) Phased Construction. The Contractor shall make recommendations to the City and Design Professional regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

(e) Preliminary Cost Estimates. When the City has sufficiently identified the Project requirements and the Design Professional has prepared other basic design criteria, the Contractor shall prepare, for the review of the Design Professional and approval of the City, a preliminary cost estimate of the complete and fully functional Project utilizing area, volume, or similar conceptual estimating techniques.

1. When preliminary design documents have been prepared by the Design Professional and approved by the City, the Contractor shall prepare, for the review of the Design Professional and approval of the City, a more detailed estimate with supporting data. During the preparation of the detailed design documents, the

Contractor shall update and refine this estimate in real time with the design's development using a trend log or other tools.

2. The Contractor shall prepare a detailed estimate with supporting data for review by the Design Professional and approval by the City when the detailed design documents are fifty percent (50%) complete, ninety percent (90%) complete (unless the Guaranteed Maximum Price has been established), and at any other appropriate intervals agreed to by the City, Design Professional and Contractor.

3. If any estimate submitted to the City exceeds previously approved estimates or the City's budget, the Contractor shall make appropriate recommendations to the City and Design Professional.

4. All cost estimates shall include the references and attachments captured in Paragraph 23.03(d).

(f) Subcontractors and Suppliers. The Contractor shall seek to develop subcontractor interest in the Project and shall furnish to the City and Design Professional for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Design Professional will promptly reply in writing to the Contractor if the Design Professional or City know of any objection to such subcontractor or supplier. The receipt of such list shall not require the City or Design Professional to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the City or Design Professional later to object to or reject any proposed subcontractor or supplier.

(g) Long-Lead-Time Items. The Contractor shall recommend to the City and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the City, they shall be procured on terms and conditions acceptable to the Contractor. Upon the City's acceptance of the Contractor's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the City to the Contractor, who shall accept responsibility for such items as if procured by the Contractor. The Contractor shall expedite the delivery of long-lead-time items.

(h) Extent of Responsibility. The Contractor does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Contractor concerning design alternatives shall be subject to the review and approval of the City and the City's professional consultants. It is not the Contractor's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Contractor recognizes that portions of the Drawings and Specifications are at variance therewith, the Contractor shall promptly notify the Design Professional and City in writing.

(i) Equal Employment Opportunity and Affirmative Action. The Contractor shall comply with applicable laws, regulations, and special requirements of the Agreement Documents regarding equal employment opportunity and affirmative action programs.

23.03 Guaranteed Maximum Price Proposal and Agreement Time.

(a) When the Drawings and Specifications are sufficiently complete, the Contractor shall propose a Guaranteed Maximum Price (depending on Project requirements, at the City's request, multiple Guaranteed Maximum Price packages may be provided to phase or group the work, however, all packages shall be totaled together to arrive at the final Guaranteed Maximum Price), which shall be the sum of the estimated Cost of the Work and the Contractor's Fee. Provided, however, Contractor understands such estimates are relied upon by the City in making various Project determinations, and, therefore, should Contractor's Guaranteed Maximum Price proposal exceed the City's applicable budget by more than 10%, all pre-construction services rendered thereafter to render the Project within 10% of the budget by Contractor shall be at the sole cost of the Contractor.

(b) As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Contractor shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Design Professional that is consistent with the Agreement Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds, and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

(c) The estimated Cost of the Work shall include the Contractor's contingency, being a sum established by the Contractor for its exclusive use to cover costs arising under Paragraph 23.03(b) and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

(d) Basis of Guaranteed Maximum Price. The Contractor shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

1. A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.

2. A list of allowances and a statement of their basis.

3. A list of the clarifications and assumptions made by the Contractor in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.

4. The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the Fee that comprise the Guaranteed Maximum Price.

5. The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

6. A list of any exclusions.

(e) The Contractor shall meet with the City and Design Professional to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the City or Design Professional discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

(f) Unless the City accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Contractor, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Contractor and the City.

(g) Prior to the City's acceptance of the Contractor's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the City may specifically authorize in writing.

(h) Upon acceptance by the City of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Agreement Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Agreement Documents.

(i) The City shall authorize and cause the Design Professional to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to the Contractor in accordance with schedules agreed to by the City, Design Professional and Contractor. The Contractor shall promptly notify the Design Professional and City if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

23.04 Construction Phase.

(a) General. The Construction Phase shall commence on:

1. the City's acceptance of the Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, and

2. the City's first authorization to the Contractor to:

(i) award a subcontract, or

(ii) undertake construction Work with the Contractor's own forces, or

(iii) issue a purchase order for materials or equipment required for the Work.

(b) Administration.

1. Notwithstanding anything to the contrary stated in this Agreement, and regarding any Contractor self-performed work authorized for the Project pursuant to this Agreement, it is expressly agreed by the parties that any Contractor self-performed work for the Project must be awarded, if at all, pursuant to the following procedure: (i) first, a written proposal must be submitted by the Contractor to the City for said work, before any competitive bid procedure is thereafter conducted for that proposed and subject work of the Project; (ii) next, a lawful competitive bid procedure shall be conducted to third-parties (not the Contractor) for that proposed and subject work of the Project; (iii) next, an analysis shall be conducted by the City and the Contractor regarding the Contractor's written proposal for the proposed self-performed work and the competitive bids received from third-parties for the proposed and subject Project work, in order for the City, using its discretion and best business judgment, to determine the lowest cost and best construction solution for said work; and (iv) finally and upon the aforesaid analysis conducted by the City, an award by the City in writing is made to the Contractor for the proposed Contractor self-performed work because that solution was determined by the City to represent the lowest cost and best construction solution for said proposed work for the Project.

2. Those portions of the Work that the Contractor does not customarily perform with its own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Contractor shall obtain public bids in accordance with the applicable requirements of Chapter 2269 of the Texas Government Code from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the City and Design Professional. The City will then determine, with the non-binding advice and comment of the Contractor and Design Professional, which bids will be accepted. The City may designate specific persons or entities from whom the Contractor shall obtain bids; however, if the Guaranteed Maximum Price has been established, the City may not prohibit the Contractor from obtaining bids from other qualified bidders.

3. If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Contractor to the City and Design Professional (1) is recommended to the City by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Agreement Documents without reservations or exceptions, but the City requires that another bid be accepted, then the Contractor may require

that a change in the Work be issued to adjust the Agreement Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the City by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the City.

4. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Paragraphs 28.01(h) and 28.01(i) and shall not be awarded on the basis of cost plus a fee without the prior consent of the City.

5. The Contractor shall schedule and conduct meetings with appropriate Subcontractors at which the City, Design Professional, Contractor and appropriate Subcontractors can discuss the status of the Work. The Contractor shall prepare and promptly distribute meeting minutes.

6. Promptly after the City's acceptance of the Guaranteed Maximum Price proposal, the Contractor shall prepare a schedule in accordance with Paragraph 5.11, General Conditions, including the City's occupancy requirements.

7. The Contractor shall provide monthly written reports to the City and Design Professional on the progress of the entire Work. The Contractor shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the City may reasonably require. The log shall be available to the City and Design Professional. The Contractor shall promptly inform City in writing of any circumstance or development that is likely to delay Substantial Completion of the Project in accordance with the schedule.

8. The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the City and Design Professional at regular intervals.

(c) Professional Services**.** Paragraph 5.013(j), General Conditions shall apply to both the Preconstruction and Construction Phase.

(d) Hazardous Materials. Paragraph 18.03, General Conditions shall apply to both the Preconstruction and Construction Phases.

END OF GENERAL CONDITIONS

ARTICLE II.
ADDITIONAL CONDITIONS

24. CITY'S RESPONSIBILITIES

24.01 Information And Services

(a) The City shall provide information in a timely manner regarding the requirements of the Project, including a program which sets forth the City's objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

(b) The City shall establish and update an overall budget for the Project, based on consultation with the Contractor and Design Professional, which shall include contingencies for changes in the Work and other costs which are the responsibility of the City.

(c) At the time of execution of this Contract, funds have not been fully approved or fully appropriated by the City Council to pay for all estimated Project costs. The estimated construction budget for the Project is contingent upon the appropriation and availability of funds as approved by the City Council and is subject to change without notice.

(d) Project Site Location and Land Acquisition. The Parties acknowledge that the City may not have identified or selected a final site location or started land acquisition activities for this Project. Site specific City deliverables, including site reports, surveys, drawings, and test results will be provided to the Contractor once approved, completed and received by City.

(e) Structural And Environmental Tests, Surveys and Reports. In the Preconstruction Phase, the City shall furnish the following with reasonable promptness and at the City's expense. Except to the extent that the Contractor knows of any inaccuracy, or should have reasonably discovered such error or inaccuracy, the Contractor shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings, and tests described in Paragraphs 24.01(d) through 24.01(g) but shall exercise customary precautions relating to the performance of the Work.

(f) Reports, surveys, drawings, and tests concerning the conditions of the site which are required by law.

(g) Surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site.

(h) The services of a geotechnical engineer when such services are requested by the Contractor and are reasonably required by the scope of the Project, as determined by the City or Design Professional. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous

materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

(i) Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

(j) The services of other consultants when such services are reasonably required by the scope of the Project, as determined by the City or Design Professional, and are requested by the Contractor.

24.02 City's Designated Representative. The City shall designate in writing City's Representative who shall have express authority, subject to the limitations set forth in the General Conditions, to bind the City with respect to all matters requiring the City's approval or authorization. This City's Representative shall have the authority to make decisions on behalf of the City concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. Except as otherwise provided in Paragraph 9.02(a), General Conditions, the Design Professional does not have such authority.

24.03 Design Professional. The City shall retain one or more Design Professionals to provide basic services, including normal civil, process mechanical, architectural, structural, mechanical, instrumentation, and electrical engineering services, and any other disciplines as required. The City must authorize, in writing, and cause the Design Professional to provide additional services, requested by the Contractor, which must necessarily be provided by the Design Professional for the Preconstruction and Construction Phases of the Work. The Contractor has no authority to request services from the Design Professional on the City's behalf. Such services shall be provided in accordance with time schedules agreed to by the City, Design Professional and Contractor. Upon request of the Contractor, the City shall furnish to the Contractor a copy of the City's Agreement with the Design Professional.

25. COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES.

The City shall compensate and make payments to the Contractor for Preconstruction Phase services as follows:

25.01 Compensation.

(a) For the services described in Paragraphs 23.02 and 23.03, the Contractor's compensation shall be calculated as follows:

(State basis of compensation, whether a stipulated sum, multiple of Direct Personnel Expense, actual cost, etc. Include a statement of reimbursable cost items as applicable.)

Stipulated Sum of $20,000

(b) If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense is defined as the direct salaries of the Contractor's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

25.02 Payments.

(a) The City shall endeavor to make payments monthly (as described below) following presentation of the Contractor's invoice and supporting documents and, where applicable, shall be in proportion to services performed and the amounts of Work substantiated by Contractor's supporting documentation.

(b) The City will endeavor to make payments no later than thirty (30) calendar days from the date the Contractor's invoice is approved by the City, unless otherwise agreed in writing by the parties.

(c) 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 Subcontractors and suppliers in lieu of said sales tax for all such materials and supplies, complying with all applicable State Comptroller's Rulings.

26. COMPENSATION FOR CONSTRUCTION PHASE SERVICES.

The City shall compensate the Contractor for Construction Phase services as follows:

26.01 Compensation. For the Contractor's performance of the Work as described in Paragraph 23.04, the City shall pay the Contractor in current funds the Agreement Sum consisting of the Cost of the Work as defined in Section 27 and the Contractor's Fee determined as follows:

(State a lump sum, percentage of actual Cost of the Work or other provision for determining the Contractor's Fee and explain how said Fee is to be adjusted for changes in the Work.)

General Conditions: $735,794.00

Construction Manager at Risk Fee – 2.95% of the Cost of the Work

26.02 Guaranteed Maximum Price. The sum of the Cost of the Work and the Contractor's Fee for the Work are guaranteed by the Contractor not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Agreement Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Agreement Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement paid by the City. In the event the Cost of Work plus the Contractor's Fee is less than the Guaranteed Maximum Price ("GMP"), the savings shall accrue one hundred percent (100%) to the City.

(Insert specific provisions if the Contractor is to participate in any savings.)

The Parties agree that any cost savings shall accrue one hundred percent (100%) to the City.

26.03 Changes in the Work.

(a) Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods named in Paragraph 13.01(b), General Conditions, subject to the limitations provided in the General Conditions.

(b) In calculating adjustments to subcontracts (except those awarded with the City's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Paragraph 13.01(b)(3), General Conditions and the term "costs" as used in Paragraph 13.03(f), General Conditions shall have the meanings assigned to them in the General Conditions and shall not be modified by this Section 26. Adjustments to subcontracts awarded with the City's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

(c) In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of the General Conditions shall mean the Cost of the Work as defined in Section 27 of this Agreement, and the term "and a reasonable allowance for overhead and profit" shall mean the Contractor's Fee as defined in Paragraph 26.01 of this Agreement.

(d) If no specific provision is made in Paragraph 26.01 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Paragraph 26.01 will cause substantial inequity to the City or Contractor, the Contractor's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

27. COST OF THE WORK FOR CONSTRUCTION PHASE.

27.01 Costs to be Reimbursed. The term "Cost of the Work" shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher

than those customarily paid at the place of the Project except with prior consent of the City. The Cost of the Work shall include only the items set forth in this Section 27.

27.02 Labor Costs.

(a) 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**.

(b) Statutory Penalty. Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of this section 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.

(c) Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the City's agreement, at off-site workshops.

(d) Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the City's agreement.

Classification	**Name**
N/A	N/A

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal office or offices other than the site office shall be included in the Cost of the Work, such personnel shall be identified above)

(e) Wages and salaries of the Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Further, the time for performance does not necessitate overtime work and the City shall not be required to reimburse the "premium time" portion of any overtime payments by Contractor, unless otherwise approved, in writing, in advance by the City.

(f) Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Paragraphs 27.02(a) through 27.02(d).

27.03 Subcontract Costs. Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

27.04 Costs of Materials and Equipment Incorporated in the Completed Construction.

(a) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

(b) Costs of materials described in the preceding Paragraph 27.04(a) in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the City at the completion of the Work or, at the City's option, shall be sold by the Contractor; amounts realized, if any, from such sales shall be credited to the City as a deduction from the Cost of the Work.

27.05 Costs of Other Materials and Equipment, Temporary Facilities and Related Items.

(a) Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.

(b) Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the City's prior approval.

(c) Costs of removal of debris from the site.

(d) Reproduction costs, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office.

(e) That portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

27.06 Miscellaneous Costs.

(a) That portion directly attributable to this Agreement of premiums for insurance and bonds.

(If charges for self-insurance are to be included, specify the basis of reimbursement.)

(b) Fees and assessments for the building permit and for other permits, licenses, and inspections for which the Contractor is required by the Agreement Documents to pay.

(c) Fees of testing laboratories for tests required by the Agreement Documents, except those related to nonconforming Work other than that for which payment is permitted by Paragraph 27.08.

(d) Royalties and license fees paid for the use of a particular design, process or product required by the Agreement Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Agreement Documents; payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the City's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Contractor's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Paragraph 6.01, General Conditions or other provisions of the Agreement Documents.

(e) Data processing costs related to the Work.

(f) Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility to the City set forth in this Agreement.

27.07 Other Costs. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.

27.08 Included. The costs described in Paragraphs 27.01 through 27.07 shall be included in the Cost of the Work notwithstanding any provision of General Conditions of the Agreement which may require the Contractor to pay such costs, unless such costs are excluded by the provisions of Paragraph 27.09.

27.09 Costs not to be Reimbursed.

(a) The Cost of the Work shall not include:

1. Salaries and other compensation of the Contractor's personnel stationed at its principal office or offices other than the site office, except as specifically provided in Paragraphs 27.02(a) and 27.02(b).

2. Expenses of the Contractor's principal office and offices other than the site office, except as specifically provided in Paragraph 27.01.

3. Overhead and general expenses, except as may be expressly included in Paragraph 27.01.

4. The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

5. Rental costs of machinery and equipment, except as specifically provided in Paragraph 27.05(b).

6. Costs due to the negligence of the Contractor or to its failure to fulfill a specific responsibility to the City set forth in this Agreement.

7. Costs incurred in the performance of Preconstruction Phase Services.

8. Except as provided in Paragraph 27.07, any cost not specifically and expressly described in Paragraph 27.01.

9. Costs which would cause the Guaranteed Maximum Price to be exceeded.

27.10 Discounts, Rebates and Refunds.

(a) Cash discounts obtained on payments made by the Contractor shall accrue to the City if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the City, or (2) the City has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they can be secured.

(b) Amounts which accrue to the City in accordance with the provisions of Paragraph 27.010(a) shall be credited to the City as a deduction from the Cost of the Work.

27.11 Accounting Records. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the City. The City and the City's accountants shall be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project, and the Contractor shall preserve these for a period of four (4) years after final payment, or for such longer period as may be required by law.

28. CONSTRUCTION PHASE.

28.01 Progress Payments.

(a) Based upon Applications for Payment submitted to the Design Professional by the Contractor, in a form acceptable to City and the Design Professional, and Certificates for Payment approved by the City and issued by the Design Professional, the City shall endeavor to make progress payments on account of the Agreement Sum to the Contractor as provided below and elsewhere in the Agreement Documents.

(b) The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

(c) Provided an Application for Payment is received by the Design Professional not later than the 30th day of a month, the City, upon approval of the Application for Payment, shall endeavor to make payment to the Contractor not later than the 30th day of the

following month. If an Application for Payment is received by the Design Professional after the application date fixed above, payment shall endeavor to be made by the City not later than thirty (30) days after the Design Professional receives the Application for Payment and after the City approves the Application for Payment.

(d) With each Application for Payment, the Contractor shall submit detailed payrolls, detailed petty cash accounts, detailed receipted invoices or detailed invoices with check vouchers attached and any other evidence required by the City or Design Professional to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

(e) Each Application for Payment shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Agreement Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the City and Design Professional may require. This schedule, unless objected to by the City or Design Professional, shall be used as a basis for reviewing the Contractor's Applications for Payment.

(f) Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Contractor on account of that portion of the Work for which it has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

(g) Subject to other provisions of the Agreement Documents, the amount of each progress payment shall be computed as follows:

1. First, take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Next, pending final determination of cost to the City of changes in the Work, amounts not in dispute may be included as provided in Paragraph 13.03(g), General Conditions, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order;

2. Next, add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing;

3. Next, add the Contractor's Fee, less retainage of: (i) ten percent (10%) where the GMP is less than $400,000; or (ii) five percent (5%) where the GMP is $400,000 or more. Next, the Contractor's Fee shall be computed upon the Cost of the Work described in the two preceding Paragraphs at the rate stated in Paragraph 25.01(a) or, if said Fee is stated as a fixed sum in that Paragraph, said Fee shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Paragraphs bears to a reasonable estimate of the probable Cost of the Work upon its completion;

4. Next, subtract the aggregate of previous payments made by the City;

5. Next, subtract the shortfall, if any, indicated by the Contractor in the documentation required by Paragraph 28.01(d) to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the City's accountants in such documentation;

6. Next, subtract amounts, if any, for which the City or Design Professional has withheld or nullified a Certificate for Payment as provided in Paragraph 15.05, General Conditions.

(h) Except with the City's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The City and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

(i) Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(j) In taking action on the Contractor's Applications for Payment, the Design Professional shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Design Professional has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Paragraph 28.01(d) or other supporting data, that the Design Professional has made exhaustive or continuous on-site inspections or that the Design Professional has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the City, will be performed by the City's accountants acting in the sole interest of the City.

28.02 Final Payment.

(a) Final payment shall be made by the City to the Contractor when (1) the Agreement has been fully performed by the Contractor except for its responsibility to correct punch list items or nonconforming Work, as provided in Paragraph 20.02(b), General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been

submitted by the Contractor and reviewed by the City's accountants; and (3) a final Certificate for Payment has then been approved by the City and issued by the Design Professional; such final payment shall endeavor to be made by the City not more than 30 days after the issuance of the Design Professional's final Certificate for Payment, or as follows:

(b) The amount of the final payment shall be calculated as follows:

1. First, take the sum of the Cost of the Work substantiated by the Contractor's final accounting and the Contractor's Fee, but not more than the Guaranteed Maximum Price;

2. Next, subtract amounts, if any, for which the Design Professional withholds or the City is entitled to withhold under this Agreement, in whole or in part, a final Certificate for Payment as provided in Paragraph 15.05(a), General Conditions or other provisions of the Agreement Documents**;**

3. Next, subtract the aggregate of previous payments made by the City.

If the aggregate of previous payments made by the City exceeds the amount due the Contractor, the Contractor shall reimburse the difference to the City.

(c) The City's accountants will endeavor to review and report in writing on the Contractor's final accounting within sixty (60) days after delivery of the final accounting to the Design Professional by the Contractor, together with all backup documentation reasonably required by the City. Based upon such Cost of the Work as the City's accountants shall report to be substantiated by the Contractor's final accounting, and provided the other conditions of Paragraph 28.02(a) have been met, the Design Professional will endeavor within seven days after receipt of the written report of the City's accountants, either issue to the City a final Certificate for Payment with a copy to the Contractor or notify the Contractor and City in writing of the Design Professional's reasons for withholding a certificate as provided in Paragraph 15.05(a), General Conditions. The time periods stated in this Section 28 supersedes those stated in Paragraph 15.04(a), General Conditions.

(d) If the City's accountants report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to proceed in accordance with Section 29 without a further decision of the Design Professional. Unless agreed to otherwise, a demand for mediation of the disputed amount shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Design Professional's final Certificate for Payment. Failure to make such demand within this 30-day period shall result in the substantiated amount reported by the City's accountants becoming binding on the Contractor. Pending a final resolution of the disputed amount, the City shall pay the Contractor the amount certified in the Design Professional's final Certificate for Payment.

If, subsequent to final payment and at the City's request, the Contractor incurs costs described in Paragraph 27.01 and not excluded by Paragraph 27.09(a) to correct nonconforming Work or (2) arising from the resolution of disputes, the City shall reimburse the Contractor such costs and the Contractor's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings, the amount of such savings shall be recalculated, and appropriate credit given to the City in determining the net amount to be paid by the City to the Contractor.

29. DISPUTE RESOLUTION.

29.01 Dispute Resolution. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Paragraph 10, General Conditions, except that, during the Preconstruction Phase, no decision by the Design Professional shall be a condition precedent to mediation.

30. TERMINATION OR SUSPENSION.

30.01 Termination Before Establishing Guaranteed Maximum Price.

(a) Before execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the City may terminate this Agreement at any time without cause, and the Contractor may terminate this Agreement for any of the reasons described in Paragraph 22.01(a), General Conditions.

(b) If the City or Contractor terminates this Agreement pursuant to Paragraph 9.01 prior to commencement of the Construction Phase, the Contractor shall be equitably compensated for Preconstruction Phase Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Paragraph 25.01(a).

(c) If the City or Contractor terminates this Agreement pursuant to Paragraph 30.01 after commencement of the Construction Phase, the Contractor shall be paid, in addition to the compensation provided in Paragraph 30.1(b), an amount calculated as follows:

1. First, take the Cost of the Work incurred by the Contractor;

2. Next, add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Paragraph 26.01 or, if said Fee is stated as a fixed sum in that Paragraph, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

3. Next, subtract the aggregate of previous payments made by the City on account of the Construction Phase.

The City shall also pay the Contractor fair compensation, either by purchase or rental at the election of the City, for any equipment owned by the Contractor which the City elects to retain and which is not otherwise included in the Cost of the Work under Paragraph 30.01(c)(1). To the extent that the City elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in Section 30, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the City may require for the purpose of fully vesting in the City the rights and benefits of the Contractor under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Contractor with the City's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the City as described above. If the City accepts such assignment, the City shall reimburse the Contractor with respect to all valid and properly payable costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the agreement had not been terminated. If the City elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Contractor shall terminate such subcontract, purchase order or rental agreement and the City shall pay the Contractor the costs necessarily and reasonably incurred by the Contractor by reason of such termination, but in no event to include any overhead or profit on work not performed.

30.02 Termination Subsequent to Establishing Guaranteed Maximum Price. Subsequent to execution by both parties of Amendment No. 1, the Agreement may be terminated as provided in Section 22, General Conditions.

(a) In the event of such termination by the City, the amount payable to the Contractor pursuant to Paragraph 22.01(c), General Conditions shall not exceed the amount the Contractor would have been entitled to receive pursuant to Paragraphs 30.01(a) and 30.01(c) of this Agreement.

(b) In the event of such termination by the Contractor, the amount to be paid to it under Paragraph 22.01(c), General Conditions shall not exceed the amount the Contractor would have been entitled to receive under Paragraphs 30.01(b) and 30.01(c) above. In no event shall Contractor nor any supplier or subcontractor be entitled to any fee or lost profits for work not performed.

30.03 Suspension. The Work may be suspended by the City as provided in Paragraph 22, General Conditions, and in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Paragraph 22.03(b), General Conditions, except that the term "cost of performance of the Contract" in that Paragraph shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Contractor's Fee as described in Paragraphs 26.01 and 26.03(d) of this Agreement.

31. OTHER CONDITIONS AND SERVICES.

31.01 Licensing, Permits, Registrations, and Approvals. Contractor represents to the City that it has, and will keep in effect at all times during the term of this Agreement, any licenses, permits, registrations, and approvals which are legally required for the Contractor to practice its trade.

31.02 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.

31.03 Authority to Contract. Each party represents that it 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 entity. However, notwithstanding anything stated to the contrary in this Agreement, the parties acknowledge and agree that this Agreement is subject to the proper application of, and to all protections afforded to the City pursuant to, the doctrine of governmental immunity under Texas law.

31.04 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 of this Agreement shall not in any way be affected or impaired thereby.

31.05 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.

31.06 Presumption Against Waiver. No waiver by either party hereto of any one or more defaults by the other party hereto in the performance of this Agreement shall be construed as a waiver of any future defaults whether of a like or different character. No waiver of a default of this Agreement occurs if the non-defaulting party fails to immediately declare a default or otherwise delays in taking any action regarding a default committed by the defaulting party of this Agreement.

31.07 City's Reserved Rights. The City shall have the rights by its officers, employees, or agents to examine and inspect the Contractor Work regarding the Project and the business records and financial records of the Contractor regarding the Project, at any time, to verify Contractor's compliance with the terms of this Agreement. Any approval by City or acceptance of the Contractor's Work shall not waive any obligation of the Contractor to correct defective work or to later provide additional business records or financial records regarding portions of the Project approved or accepted by the City.

31.08 Benefit. Subject to a proper application of the doctrine of governmental immunity under Texas law, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement. Nothing in this Paragraph shall be construed to waive the conditions elsewhere contained in this Agreement applicable to assignment by the Contractor. Nothing contained in this Agreement shall be construed to confer any benefit upon any subcontractor or any other third party.

31.09 Headings, Gender, Number. The 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.

31.10 Agreement Read. The parties acknowledge that they have had the opportunity to consult with counsel of their choice, have read, understand, and intend to be bound (subject to the proper application of the doctrine of governmental immunity under Texas Law) by the terms and conditions of this Agreement.

31.11 Written Notice. Written notice shall be deemed to have been served only if the writing is hand-delivered to the addressees and addresses set out below, or if delivered by courier or delivered by United States Postal Service mail (certified USPS mail delivery required) to that address:

City: City of College Station
Capital Projects Rusty Warnke
PO Box 9960, College Station, TX 77842

Contractor: Crain Group, LLC
Attn: John Green, Executive Vice President
3801 Knapp Rd. Pearland, TX 77581

31.12 Extent of Contract. This Agreement (and its attached or incorporated documents and exhibits) represents the entire and integrated agreement between the City and the Contractor regarding the Project and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Contractor. If anything in any document or exhibit attached to or incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

Ownership and Use of Documents. Article I, General Conditions, shall apply to both the Preconstruction and Construction Phases.

31.13 Governing Law. The parties expressly agree that: (a) this Agreement shall be governed and interpreted pursuant to the laws of the State of Texas; (b) the Performance, Work, and all matters pertaining to this Agreement and the Project shall be expressly performed in Brazos County, Texas, United States of America; and (c) venue in any lawsuit or legal proceeding regarding or relating to this Agreement or Project shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for Brazos County.

31.14 Assignment. Subject to a proper application of the doctrine of governmental immunity under Texas law, the City and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Agreement Documents. Neither party to the Agreement shall assign the Agreement in whole or in part without the written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

31.15 Effective Date. This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining and maintaining the insurance and bonds required herein throughout the duration of the Project and applicable warranty periods.

31.16 Verification or Representations Regarding Certain Statutory Matters. To the extent applicable, this Agreement is subject to the following:

(a) No Boycott of Israel. Pursuant to applicable provisions of Chapter 2271 of the Texas Government Code, the Contractor verifies that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of this Agreement;

(b) No Boycott of Firearms. Pursuant to applicable provisions of Chapter 2274 of the Texas Government Code, the Contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association;

(c) No Boycott of Energy Companies. Pursuant to applicable provisions of Chapter 2276 of the Texas Government Code, the Contractor verifies that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of this Agreement; and

(d) Conflicts Disclosure. Before the approval of this Agreement, and in timely performance with the statutes hereafter described, the Contractor has submitted to the City: (1) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code and other authority; and (2) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code.

31.17 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.

31.18 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.** Davis Bacon Wage Rates
- **B.** Performance and Payment Bonds
- **C.** Certificates of Insurance and Endorsements
- **D.** Technical Specifications & Plans

CRAIN GROUP, LLC.

By: _____

Printed Name: John Green

Title: Executive Vice President

Date: 5/8/2026

CITY OF COLLEGE STATION

By: _____

City Manager: _____

Date: _____

APPROVED:

_____
City Attorney
Date: 5/11/2026

_____
Assistant City Manager/CFO
Date: 5/11/2026

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

BID & SECURITY BOND

Surety Bond No. N/A

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

That we, Crain Group, L.L.C., as Principal (the CMAR), and Travelers Casualty and Surety Company of America, as Surety, a corporation organized and existing under the laws of the State of Connecticut, licensed to do business in the State of Texas and admitted to write bonds, as a Surety, (the Surety), are hereby held and firmly bound unto the **City of College Station, Texas**, as Obligee (the City or Obligee), and its successors and assigns, in the Penal Sum of **Five Percent (5%)** of Twelve Millionand no/100 Dollars ($12,000,000.00), the Construction/Project Budget, for a total Penal Sum of Six Hundred Thousandand no/100 Dollars ($600,000.00), for the Thomas Park and Surrounding Streets Project (the "Project") for payment and obligations whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has submitted a proposal to City for the construction of the Project in accordance with the plans and specifications in the bid/proposal documents on file with the City and under a request or invitation for bids or proposals.

NOW THEREFORE, the condition of this obligation is such that, if the Principal's bid or proposal is accepted, and the CMAR contract for the work and Project is awarded to Principal by the Obligee, and if Principal enters into the CMAR contract, and if the aforesaid Principal shall execute a Guaranteed Maximum Price Proposal ("GMP") acceptable to the Obligee, and the said Obligee executes the Contract Amendment in connection therewith and, the Principal fails to execute the Contract Amendment or fails to deliver Payment and Performance Bonds (and any subsequent bond riders that increase the original bond amounts to cover each GMP or additional GMP) acceptable to the Obligee within the time required by the Contract, to secure the performance of the terms and conditions of the Contract, the Principal and Surety will pay the Obligee the difference in money between the amount of the partially executed Contract Amendment, the Guaranteed Maximum Price, as may be applicable (or all of them in the case of multiple Contract Amendments and/or Guaranteed Maximum Prices), of the said Principal and the amount for which the Obligee contracts with another party to perform the work of the partially executed Contract Amendment and/or Guaranteed Maximum Price, if the latter amount be in excess of the former (respectively, in the case of multiple Contract Amendments and/or Guaranteed Maximum Prices), and the costs Obligee incurs to reselect a Construction Manager at Risk, including but not limited to the difference in the amount of Principal's Fee and General Conditions costs and the new Construction Manager at Risk's Fee and General Conditions costs, but in no event shall the Surety's aggregate liability hereunder exceed the Penal Sum hereof.

PROVIDED, FURTHER, that this Security Bond is effective for the term of twelve (12) months from the time of its execution and will be deemed to be automatically extended without amendment for six months from the expiration date hereof, or any future expiration date, unless at least sixty (60) days prior to any expiration date Surety notifies Obligee by registered mail, at the address for notices to Obligee set forth in the Contract, that it elects not to extend the term of this Security Bond for any additional period.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument on the respective dates written below their signatures and under their several seals the name and corporate seal of each entity being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body and have attached a current Power of Attorney.

Bond No. N/A

FOR THE PRINCIPAL/CMAR:

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

By: Kim Tolleson
Name: Kim Tolleson
Title: Project Coordinator
Date: 4/17/26

Crain Group, L.L.C.
(Name of Principal/CMAR)

By:
Name: John Crain
Title: Chief Operating Officer
Date: 4/17/26

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: Debbie Bledsoe
Name: Debbie Bledsoe
Title: Witness
Date: 4/17/26

Travelers Casualty and Surety Company of America
(Full Name of Surety)
1500 Market Street
29th Floor
West Tower, Philadelphia, PA 19102
(Address of Surety for Notice)

By: Jillian O'Neal
Name: Jillian O'Neal
Title: Attorney-in-Fact
Date: 4/17/26

FOR THE OBLIGEE/CITY:

REVIEWED:

John A. Haislet 5/11/2026
City Attorney

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

City Manager

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JILLIAN O'NEAL** of **THE WOODLANDS**, **Texas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of , .

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact **Travelers Casualty and Surety Company of America**, for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street, 29th Floor, West Tower
Philadelphia, PA 19102
(267) 675-3057 / (267) 675-3102 Fax

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

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2026

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
Bowen, Miclette & Britt, Insurance Agency, LLC
2800 North Loop West, Suite 1100
Houston TX 77092

CONTACT NAME: Samantha Brown
PHONE (A/C, No, Ext): 713-880-7100 **FAX (A/C, No):** 713-880-7166
E-MAIL ADDRESS: sbrown@bmbinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	19488
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CRAINGROUP
Crain Group, LLC
1600 Old Alvin Rd
Pearland TX 77581

COVERAGES **CERTIFICATE NUMBER:** 1495624496 **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: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	CPP21276570101	3/7/2026	3/7/2027	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 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CA21276560101	3/7/2026	3/7/2027	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 RETENTION $ 0	Y	Y	CU21276550101	3/7/2026	3/7/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC40003790101	3/7/2026	3/7/2027	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing Contact Person as shown above.

General Liability:
Blanket additional insured Ongoing Operations per form #CG 73 24 03 23
Blanket additional insured Completed Operations per form #CG 70 63 04 17
Blanket waiver of subrogation per form # CG 70 63 04 17
See Attached...

CERTIFICATE HOLDER

The City of College Station Thomas Park and Surrounding Streets
1101 Texas Avenue
College Station TX 778470

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: CRAINGROUP

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt, Insurance Agency, LLC	NAMED INSURED Crain Group, LLC 1600 Old Alvin Rd Pearland TX 77581
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

Blanket primary/non-contributory per form # CG 73 24 03 23

Automobile:
Blanket additional insured per form # CA 71 65 0911
Blanket waiver of subrogation per form # CA 71 1811 09
Blanket primary/non-contributory per form # CA 71 65 0911

Worker's Compensation:
Waiver of subrogation per form # WC420304B - 06_14

Umbrella:
Blanket additional insured per form # CU 00 01 04 13
Blanket waiver of subrogation per form # CU 00 01 04 13
Blanket primary/non-contributory per form # CU 00 01 04 13

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 4/22/2026

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

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC 2800 N Loop West, Ste 1100 Houston, TX 77092	PHONE (A/C, No, Ext): 713-880-7100 FAX (A/C, No): 713-880-7166 E-MAIL ADDRESS: sbrown@bmbinc.com CODE: SUB CODE: AGENCY CUSTOMER ID #:
COMPANY Travelers Lloyds Insurance Company 123 street Maitland, FL 32751	
INSURED Crain Group LLC 1600 Old Alvin Road Pearland TX 77581	LOAN NUMBER: POLICY NUMBER: QT660BO944770TLC26 EFFECTIVE DATE: 03/07/2026 EXPIRATION DATE: 03/07/2027 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDERS' RISK COVERAGE Frame or Joisted Masonry construction projects located outside of high hazard counties	$2,000,000	$2,500
Noncombustible, Masonry Noncombustible, Modified Fire Resistive or Fire Resistive construction projects located outside high hazard counties	$20,000,000	
Masonry Noncombustible, Modified Fire Resistive or Fire Resistive construction projects located inside high hazard counties	$5,000,000	

REMARKS (Including Special Conditions)

Project Thomas Park and Surrounding Streets

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.

ADDITIONAL INTEREST

NAME AND ADDRESS		
The City of College Station Thomas Park and Surrounding Streets 1101 Texas Avenue College Station, TX 778470	☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE ☐ MORTGAGEE ☐ LOAN # AUTHORIZED REPRESENTATIVE	

ACORD 27 (2016/03)

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EXHIBIT D

TECHNICAL SPECIFICATIONS AND PLANS

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

26-041 RFP (CMAR) Thomas Park & Surrounding Streets

May 18, 2026
Item No. 7.9.
Welsh Crosswalk Improvements at AMCHS

Sponsor: Melissa Thomas, Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a construction contract with Brazos Paving, Inc for the construction of 3 crosswalks across Welsh Ave at A&M Consolidated High School in the amount of $287,337.98, plus the City's contingency in the amount of $28,730 for a total appropriation of $316,067.98. 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 three crosswalk improvements (two raised) crossing Welsh Avenue at A&M Consolidated High School, including the installation of Rectangular Rapid Flashing Beacons (RRFBs) to improve student safety.

The City of College Station staff received 3 construction proposals. After the review process, Brazos Paving, Inc. was determined to be the lowest responsive and responsible bidder for the project.

Budget & Financial Summary: Budget in the amount of $2,650,000 is included for this project in the Streets Capital Projects Fund. A total of $283,072 has been expended or committed to date, leaving a balance of $2,366,927 in the total project budget for this construction contract and future costs.

Attachments:
1. Contract 26300543 -- Vendor Signed
2. Welsh Crosswalks location map
3. Welsh Crosswalks 26-062 Summary Bid Tabulation

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300543 PROJECT #: ST2502 BID/RFP/RFQ#: 26-060

Project Name / Contract Description: Welsh Crosswalk Improvements at AMCHS

Name of Contractor: Brazos Paving, Inc

CONTRACT TOTAL VALUE: $ 287,337.98 **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)

Funding Account: 41399971-6561

3 bids received. A budget of $2,650,000 is included for this project in the Streets Capital Improvement Projects Fund.

A total of $283,073 has been expended or committed to date, leaving a balance of $2,366,927 for the contract and future expenses.

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** N/A **Agenda Item No*:** N/A

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

N/A _____ _____
MAYOR (if applicable) DATE

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

9.12.23 UPDATED

CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Brazos Paving, Inc. (the "Contractor") for the construction and/or installation of the following:
As described in ITB 26-062 Welsh Crosswalk Improvements at AMCHS.

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-Eight Thousand Seven Hundred Thirty-Three and 80 **/100 Dollars ($** 28,733.80).

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 Eighty-Seven Thousand Three Hundred Thirty-Seven and 98 **/100 Dollars ($** 287,337.98).

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 Five Hundred and NO **/100 DOLLARS ($** 500.00 **)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (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

BRAZOS PAVING, INC.

By: Billy Prewitt

Printed Name: Billy Prewitt

Title: Sr. Vice President

Date: 5/5/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20260234 01/02/2026

Superseded General Decision Number: TX20250234

State: Texas

Construction Type: Building

County: Brazos County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/02/2026

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ELEV0031-003 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 53.59	38.435+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0068-002 10/01/2024

	Rates	Fringes
PLUMBER	$ 39.98	11.61

PLUM0211-002 10/01/2025

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only)	$ 42.09	12.96

PLUM0286-011 09/01/2025

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation)	$ 37.15	16.92

SHEE0054-002 04/01/2020

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 29.70	13.85

SUTX2014-009 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER, Excludes Form Work	$ 14.56	0.00
CEMENT MASON/CONCRETE FINISHER	$ 14.68	0.00
ELECTRICIAN	$ 22.96	4.83
FORM WORKER	$ 11.83	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 13.35	0.00
IRONWORKER, STRUCTURAL	$ 20.74	5.25
LABORER: Common or General	$ 11.57	0.00
LABORER: Mason Tender - Brick	$ 10.96	0.00
LABORER: Mason Tender - Cement/Concrete	$ 9.93	0.00
LABORER: Pipelayer	$ 12.49	2.13
LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.33	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 15.00	0.00

OPERATOR: Grader/Blade.....$ 14.34 1.68

OPERATOR: Loader.....$ 14.01 0.44

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 13.11 0.00

PAINTER (Brush, Roller, and Spray).....$ 13.14 0.00

ROOFER.....$ 13.75 0.00

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 14.62 0.00

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 14.74 0.00

TRUCK DRIVER: Dump Truck.....$ 11.97 1.23

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 4.11

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

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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.

===

END OF GENERAL DECISION
"

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. B-3307232

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

THAT WE, Brazos Paving, Inc, as Principal, hereinafter called "Contractor" and the other subscriber hereto The Cincinnati Casualty Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two Hundred Eighty-Seven Thousand Three Hundred Thirty-Seven and Ninety-Eight /100 Dollars ($ 287,337.98) 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 ITB 26-062 Welsh Crosswalk Improvements at AMCHS,

all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

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

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

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

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

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

Bond No. B-3307232

FOR THE CONTRACTOR:

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

BRAZOS PAVING, INC. CORPORATE SEAL TEXAS

(Name of Contractor) Brazos Paving, Inc

By: Alie Seay
Name: ALIE SEAY
Title: BID COORDINATOR
Date: 05/18/2026

By: Billy Prewitt
Name: Billy Prewitt
Title: Sr. V.P.
Date: 5/18/2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

The Cincinnati Casualty Company, CINCINNATI, OHIO

By: Gabby Castaneda
Name: Gabby Castaneda
Title: Asst. Account Manager
Date: 5/18/2026

The Cincinnati Casualty Company
(Full Name of Surety)
6200 South Gilmore Road
Fairfield, OH 45014
(Address of Surety for Notice)

By: Stephanie Lucien
Name: Stephanie Lucien
Title: Attorney-in-Fact
Date: 5/18/2026

FOR THE CITY:

REVIEWED:

City Attorney

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

City Manager

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

Contract No. 26300543
Construction Agreement Over $50,000
Form 04-20-2023

TEXAS STATUTORY PAYMENT BOND

Bond No. B-3307232

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

THAT WE, Brazos Paving, Inc, as Principal, hereinafter called "Principal" and the other subscriber hereto The Cincinnati Casualty Company, a corporation organized and existing under the laws of the State of Ohio, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two Hundred Eighty-Seven Thousand Three Hundred Thirty-Seven & Ninety-Eight Cents and Ninety-Eight /100 Dollars ($ 287,337.98) 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 18 day of May, 20 26, for ITB 26-062 Welsh Crosswalk Improvements at AMCHS,

referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

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

Bond No. B-3307232

FOR THE CONTRACTOR:

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

BRAZOS PAVING, INC. CORPORATE SEAL TEXAS

(Name of Contractor) Brazos Paving, Inc

By: Alie Seay

Name: ALIE SEAY

Title: BID COORDINATOR

Date: 05/18/2026

By: Billy Prewitt

Name: Billy Prewitt

Title: Sr. V.P.

Date: 5/18/2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

2020 The Cincinnati Casualty Company CINCINNATI, OHIO

By: Gabby Castaneda

Name: Gabby Castaneda

Title: Asst. Account Manager

Date: 5/18/2026

The Cincinnati Casualty Company
(Full Name of Surety)

6200 South Gilmore Road

Fairfield, OH 45014
(Address of Surety for Notice)

By: Stephanie Lucien

Name: Stephanie Lucien

Title: Attorney-in-Fact

Date: 5/18//2026

FOR THE CITY:

REVIEWED:

City Attorney

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

City Manager

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

Contract No. 26300543
Construction Agreement Over $50,000
Form 04-20-2023

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

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

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

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

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

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

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Vantine

STATE OF OHIO)SS:
COUNTY OF BUTLER)

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

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

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

Given under my hand and seal of said Companies at Fairfield, Ohio, this 18th day of May , 2026 .

BN-1457 (3/21)

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-635-7521

You may also write to us at:

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

or

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

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

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

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

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/24/2026

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
Marsh & McLennan Agency LLC
2929 Allen Parkway
Suite 2500
Houston TX 77019

CONTACT NAME: Kelly M. Bell
PHONE (A/C, No, Ext): 713-780-6632 **FAX (A/C, No):**
E-MAIL ADDRESS: Kelly.M.Bell@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co PittsburghPA	19445
INSURER B : New Hampshire Insurance Company	23841
INSURER C : Hanover Insurance Company	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BRAZOPAVIN
Brazos Paving, Inc.
BPI Materials, LLC
PO Box 714
Bryan TX 77806

COVERAGES **CERTIFICATE NUMBER:** 2003913650 **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: POLICY X PRO-JECT X LOC OTHER:			3960905	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 300,000 $ 25,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6401559	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N / N A		WC067960974	3/1/2026	3/1/2027	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
C	Contractors Equipment			RHDJ88996402	3/1/2026	3/1/2027	Scheduled Newly Acquired Leased/Rented	$3,085,368 $1,000,000 $600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile Liability policies include automatic Additional Insured endorsements that provides additional insured status only where such status is required by a written contract. Coverage for the Additional Insured under the General Liability and Automobile Liability policies is Primary and Non-contributory only where required by written contract. Additional Insured under the General Liability includes ongoing and completed operations, each, if required by written contract. The General Liability, Automobile Liability, Workers' Compensation policies include a Blanket Waiver of Subrogation endorsement in favor of certificate where such status is required by a written contract. The Excess Liability policy is follow form for the additional insured and waiver of subrogation only where required by written contract. 30 Day Notice of Cancellation included if required by written contract.
Re: ITB 26-062 Crosswalk Improvements at AMCHS
Additional Insureds - The City of College Station, its agents, officials, employees and volunteers - applies per the Blanket Additional Insured endorsement which grants additional insured status only where such status is required by a written contract.

CERTIFICATE HOLDER
The 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
Brett Herrington

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POLICY NUMBER: GL 3960905
Effective: 3/01/2026 **COMMERCIAL GENERAL LIABILITY**

CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ ITCAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 90

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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ENDORSEMENT

This endorsement, effective 12:01 A.M 3/01/2026 forms a part of

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

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

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

Location and Description of Completed Operations:

Per the written contract or agreement.

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

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

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

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

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

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or,

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 3/01/2026 forms a part of

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

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

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

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

Per the written contract or agreement

ADDITIONAL PREMIUM:

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

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

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

All other terms and conditions remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): ANY PREMISES OR PART THEREOF LEASED TO YOU.
Name Of Person(s) Or Organization(s) (Additional Insured): ANY PERSON OR ORGANIZATION FROM WHOM YOU LEASE PREMISES OR WHO MANAGES PREMISES YOU OWN AND TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY AS A RESULT OF ANY LEASE OR MANAGEMENT AGREEMENT YOU ENTER INTO WITH SUCH PARTIES.
Additional Premium: $ INCLUDED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

This insurance does not apply to:

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

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

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

1. The insurance afforded the vendor does not apply to:

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

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.;** or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

However:

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS A LESSOR UNDER THE TERMS OF AN EQUIPMENT LEASING CONTRACT YOU ENTER INTO WITH SUCH PERSON OR ORGANIZATION.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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)

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

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This endorsement, effective 12:01 A.M. 3/01/2026 forms a part of

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

by: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This policy is amended as follows:

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

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within **3 0** days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

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

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

The following Definitions apply to this endorsement:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 3/01/2026 **forms a part of** **Policy No.** CA 6401559

issued to Brazos Paving, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

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

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

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

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

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

_____

AUTHORIZED REPRESENTATIVE

87950 (09/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 3/01/2026 **forms a part of**

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

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

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

_____

AUTHORIZED REPRESENTATIVE

62897 (6/95)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Brazos Paving, Inc.
Endorsement Effective Date: 3/01/2026

SCHEDULE

Insurance Company: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	
Policy Number: CA 6401559	**Effective Date:** 3/01/2026
Expiration Date: 3/01/2027	
Named Insured: Brazos Paving, Inc.	
Address: 7601 W State Hwy 21 Bryan, TX 77807	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos":	ALL “AUTOS” UNDER A LEASING OR RENTAL AGREEMENT BETWEEN THE “INSURED” AND THE LESSOR LISTED ABOVE AS THE ADDITIONAL INSURED THAT REQUIRES DIRECT PRIMARY INSURANCE.

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

A. Coverage

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

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

(The following " attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy). This endorsement, effective 12:01 AM 3/01/2026

forms a part of Policy No. **WC 067960974** Issued to **Brazos Paving, Inc.**

By New Hampshire Insurance Company

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

This policy is amended as follows:

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

1. the cancellation effective date is prior to this policy' s expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the " Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy' s cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

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

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

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

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

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

AUTHORIZED REPRESENTATIVE

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 3/01/2026 forms a part of Policy No. **WC067960974**

Issued to **Brazos Paving, Inc.**

By **New Hampshire Insurance Company**

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (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:

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

Countersigned by _

Authorized Representative

EXHIBIT D
PLANS AND SPECIFICATIONS

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

ITB 26-062 ARE INCORPORATED BY REFERENCE INTO THIS CONTRACT

EXHIBIT E
CONSTRUCTION SCHEDULE

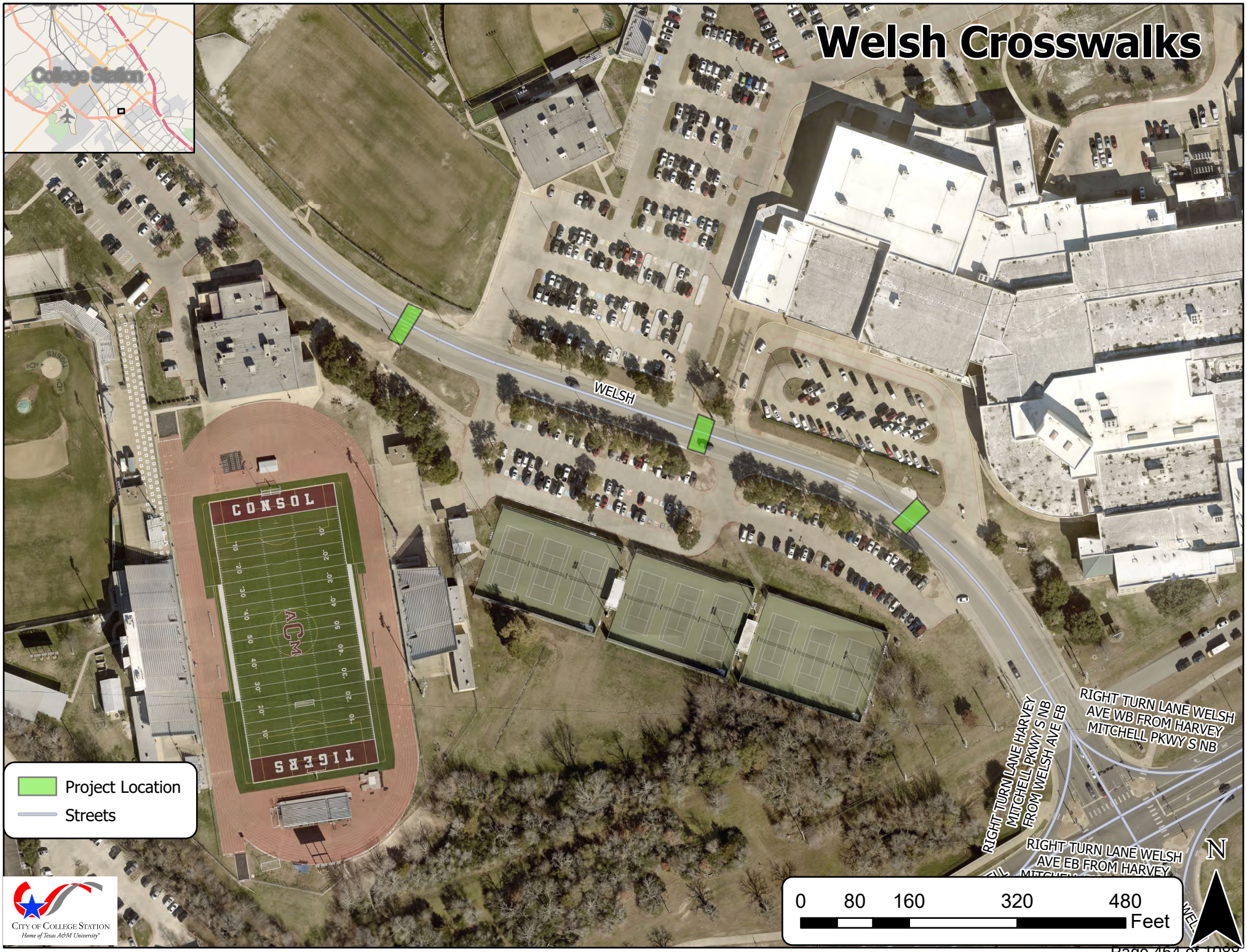
ANTICIPATED MOBILIZATION DATE OF MAY 26, 2026.

CONSTRUCTION COMPLETION DATE OF AUGUST 3, 2026.

EXHIBIT F
SCHEDULE OF VALUES

WELSH

ITEM NO.	DESC NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
100	7002		PREPARING ROW	STA	9	$ 6,687.22	$ 60,184.98
104	7017		REMOV CONC (CURB & GUTTER)	LF	240	$ 20.00	$ 4,800.00
104	7013		REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	98	$ 58.50	$ 5,733.00
110	7001		EXCAV (ROADWAY)	CY	88	$ 45.00	$ 3,960.00
341	7009		D-GR HMA TY-B PG70-28	TON	51	$ 250.00	$ 12,750.00
360	7006		CONC PVMT (CRCP) (12")	SY	220	$ 134.00	$ 29,480.00
474	7021		CAST-IN-PLACE TRENCH DRAIN	LF	88	$ 450.00	$ 39,600.00
529	7002		CONC CURB (TY II)	LF	290	$ 10.00	$ 2,900.00
529	7008		CONC CURB & GUTTER (TY II)	LF	85	$ 38.00	$ 3,230.00
531	7001		CONC SIDEWALKS (4")	SY	22	$ 225.00	$ 4,950.00
531	7005		CURB RAMPS (TY 1)	EA	1	$ 1,660.00	$ 1,660.00
531	7006		CURB RAMPS (TY 2)	EA	4	$ 2,800.00	$ 11,200.00
531	7007		CURB RAMPS (TY 3)	EA	1	$ 3,420.00	$ 3,420.00
536	7002		CONC MEDIAN	SY	28	$ 220.00	$ 6,160.00
636	7001		ALUMINUM SIGNS (TY A)	SF	72	$ 26.50	$ 1,908.00
644	7001		7001 IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	7	$ 742.00	$ 5,194.00
666	7036		REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	341	$ 5.30	$ 1,807.30
666	7084		RFEL PAV MRK TY I (W)(SYMBOL)	EA	4	$ 552.00	$ 2,208.00
666	7117		REFL PAV MRK TY I (Y) 12" (SLD)(100MIL)	LF	120	$ 3.70	$ 444.00
666	7175		RE PM TY II (W) 6" (SLD)	LF	72	$ 2.40	$ 172.80
666	7184		RE PM TY II (W) 24" (SLD)	LF	341	$ 5.00	$ 1,705.00
666	7199		RE PM TY II (W) (SYMBOL)	EA	4	$ 288.00	$ 1,152.00
666	7210		RE PM TY II (Y) 4" (SLD)	LF	1334	$ 1.90	$ 2,534.60
666	7215		RE PM TY II (Y) 12" (SLD)	LF	120	$ 3.00	$ 360.00
666	7411		REFL PAV MRK TY I (W) 6" (SLD)(100MIL)	LF	72	$ 2.10	$ 151.20
666	7417		REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	1334	$ 1.05	$ 1,400.70
672	7004		REFL PAV MRKR TY II-A-A	EA	44	$ 25.30	$ 1,113.20
677	7008		ELIM EXT PM & MRKS (24")	LF	164	$ 20.30	$ 3,329.20
685	7004		INSTL RDSD FLSH BCN ASSM (SOLAR PWRD)	EA	6	$ 12,305.00	$ 73,830.00
TOTAL:							$287,337.98


Welsh Crosswalks
College Station
WELSH
CONSOL
TIGERS
RIGHT TURN LANE HARVEY MITCHELL PKWY S NB FROM WELSH AVE EB
RIGHT TURN LANE WELSH AVE WB FROM HARVEY MITCHELL PKWY S NB
RIGHT TURN LANE WELSH AVE EB FROM HARVEY
Project Location
Streets
0 80 160 320 480
Feet
N
City of College Station
Home of Texas A&M University®

City of College Station - Purchasing Division
Bid Tabulation Summary for #26-062
"Welsh Crosswalk Improvements at AMCHS"
Open Date: Wednesday, April 22, 2026 @ 2:00 p.m.

	Brazos Paving, Inc.	Larry Young Paving, Inc.	Tucker Construction
Base Proposal: Total Base Bid for Welsh Crosswalk Improvements at AMCHS	$287,337.98	$292,176.00	$316,736.74
Substantial Completion Date:	8/3/2026	8/3/2026	8/3/2026

Bid Response Total Qty: 3			
Certification Page	**Y**	**Y**	**Y**
Five (5) percent bid security	**Y**	**Y**	**Y**
Contractor's Proposal Bid Form	**Y**	**Y**	**Y**
General/Sub - Contractor's Experience and Data Information Submitted	**Y**	**Y**	**Y**
Reference Sheet Received	**Y**	**Y**	**Y**

May 18, 2026
Item No. 7.10.
Landscape Maintenance Agreement with TXDOT for SH 6

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a landscape maintenance agreement with the Texas Department of Transportation (TXDOT) for the maintenance of landscape along State Highway 6 (SH 6).

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Improving Mobility

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

Summary: As part of the SH 6 widening project, TXDOT will be installing various types of landscaping and irrigation, including tree planting at intersecting roadways. By entering into this agreement, the city agrees to maintain all landscape elements within the blue area in Attachment A of the agreement (intersection of SH 6 and University Drive/FM 60). This includes plant maintenance, plant replacement, snowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance.

The city also agrees to maintain low mow areas, as shown in green in Attachment A of the agreement (intersecting roadways from University Drive to SH 40). Low mow areas are defined as wildflower plantings within the proposed tree lines at major intersections. Mowing will be on a minimum one-year cycle.

Maintenance will not begin until the warranty phase has ended on the project.

Budget & Financial Summary: The maintenance is not expected to begin for several years. Funds will be budgeted for the maintenance of these areas in the Public Works Operations funds.

Attachments:
1. SH 6 LMA CoCS

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this 18 day of December, 2025, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of College Station, Brazos County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated May 18, 2009, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment “A”; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

Draft

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the maintenance of the widening project which is located on SH 6, a controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in Attachment A, the location map for this project, and limited to the portions along SH 6 from the Bryan City Limits to SH 40, including intersecting roadways as identified in Attachment A.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

Draft

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of College Station on the _____ day of _____, year 20___, and the Texas Department of Transportation, on the _____ day of _____, year 20___.

ATTEST:

_____

CITY OF COLLEGE STATION

By _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
District Engineer

Bryan
District

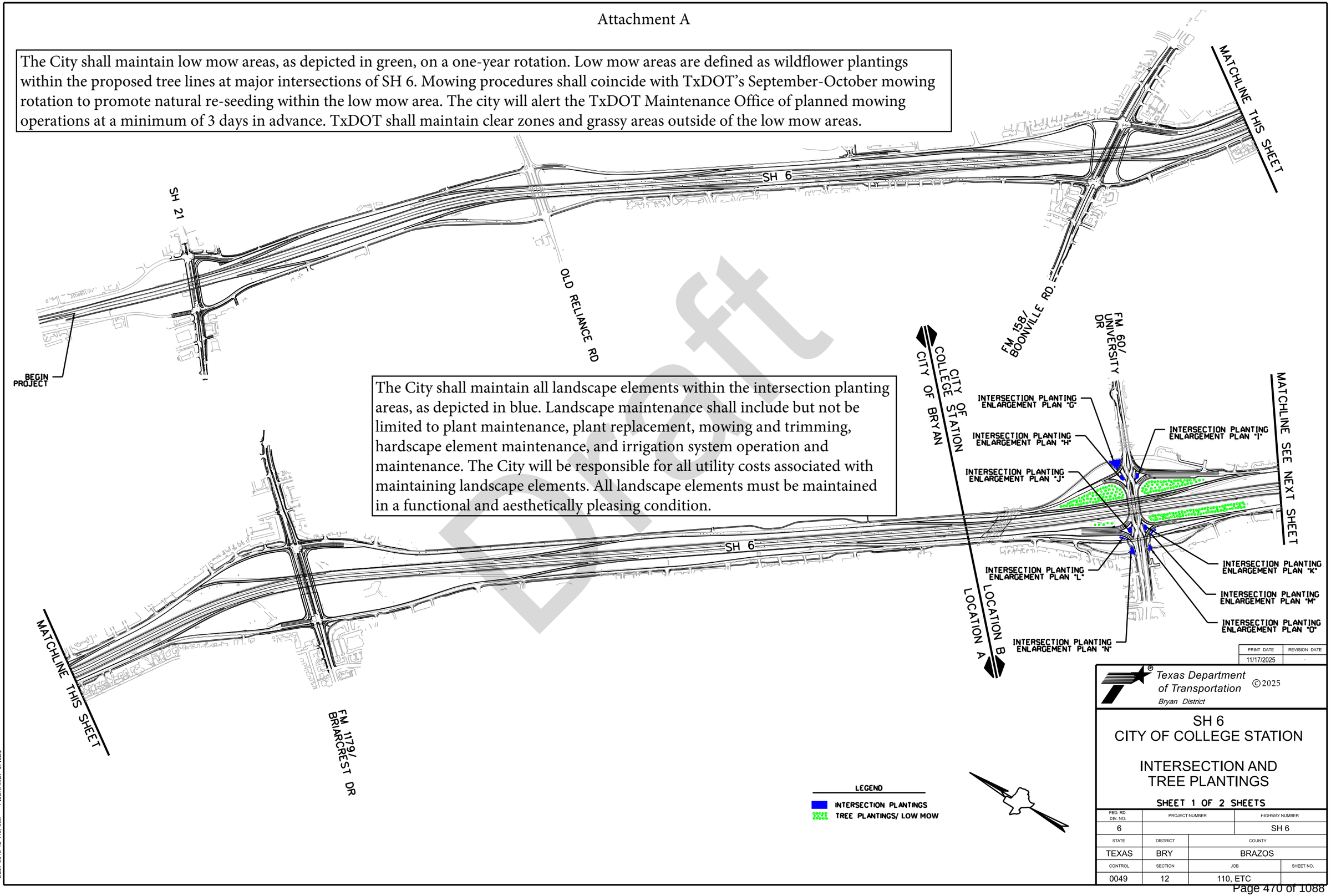
Attachments

Contact/Help

Draft

The City shall maintain low mow areas, as depicted in green, on a one-year rotation. Low mow areas are defined as wildflower plantings within the proposed tree lines at major intersections of SH 6. Mowing procedures shall coincide with TxDOT's September-October mowing rotation to promote natural re-seeding within the low mow area. The city will alert the TxDOT Maintenance Office of planned mowing operations at a minimum of 3 days in advance. TxDOT shall maintain clear zones and grassy areas outside of the low mow areas.

The City shall maintain all landscape elements within the intersection planting areas, as depicted in blue. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.



PRINT DATE	REVISION DATE
11/17/2025	

Texas Department of Transportation ©2025
Bryan District

SH 6
CITY OF COLLEGE STATION

INTERSECTION AND TREE PLANTINGS

SHEET 1 OF 2 SHEETS

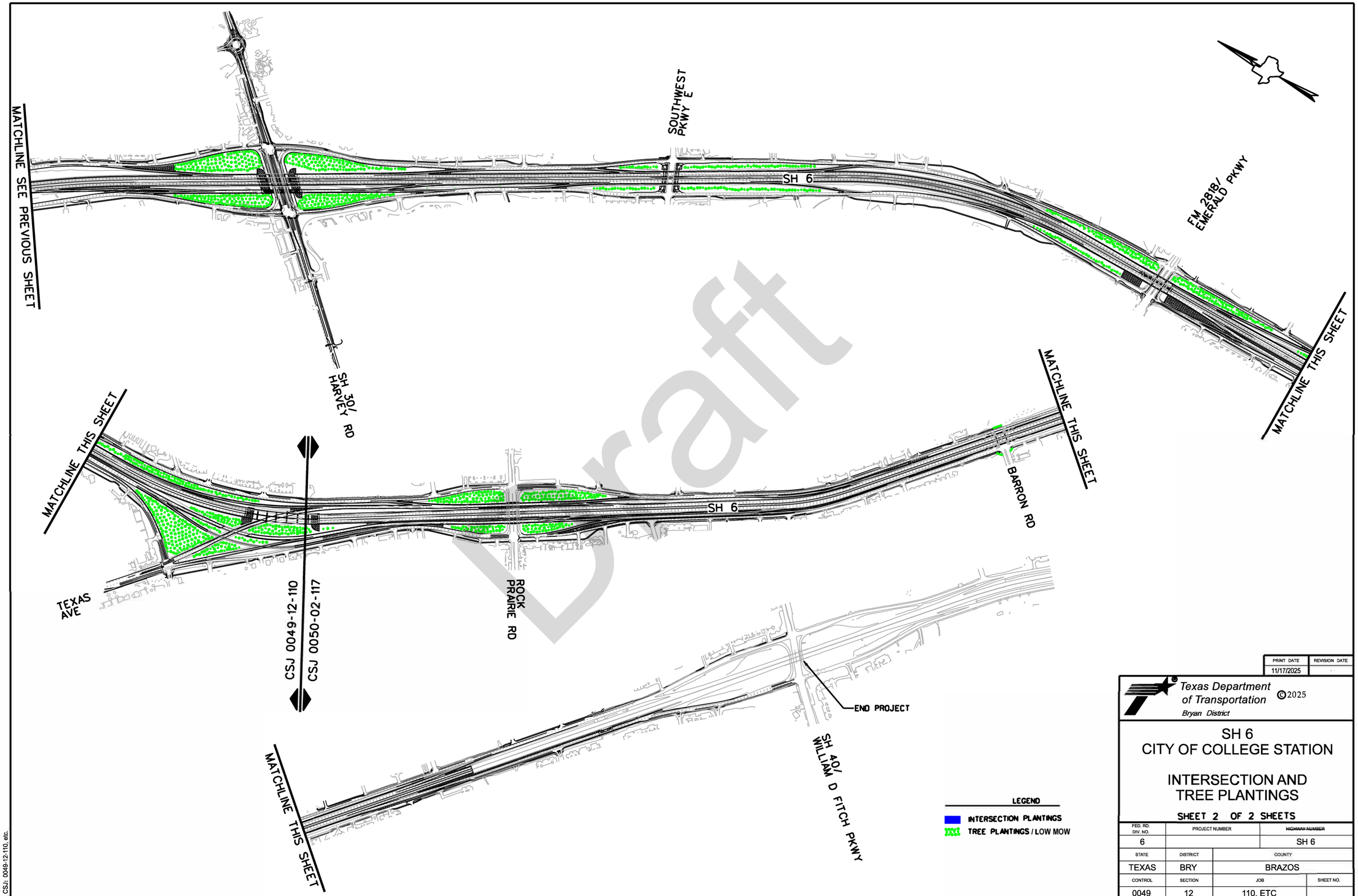
FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
6		SH 6

STATE	DISTRICT	COUNTY
TEXAS	BRY	BRAZOS

CONTROL	SECTION	JOB	SHEET NO.
0049	12	110, ETC	

REV DATE: $DATE$
CSJ: 0049-12-110, etc.
FILENAME: $FILE$

Draft



Draft

PRINT DATE	REVISION DATE
11/17/2025	

Texas Department of Transportation
Bryan District
©2025

SH 6
CITY OF COLLEGE STATION

INTERSECTION AND TREE PLANTINGS

SHEET 2 OF 2 SHEETS

FED. RD. DIV. NO.	PROJECT NUMBER	~~HIGHWAY NUMBER~~
6		SH 6

STATE	DISTRICT	COUNTY	
TEXAS	BRY	BRAZOS	
CONTROL	SECTION	JOB	SHEET NO.
0049	12	110, ETC	

CSJ: 0049-12-110, etc.

May 18, 2026
Item No. 7.11.
Southwest Parkway Drainage Construction Contract

Sponsor: Jennifer Cain, Director Capital Projects, Susan Monnat

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Larry Young Paving, Inc. for the Southwest Parkway Drainage Project for $567,622.25 plus the City's contingency in the amount of $96,500 for a total appropriation of $664,122.25. 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 necessary removal and replacement of roughly 500-ft of storm sewer along Southwest Parkway, including a culvert crossing, a potential 12" waterline relocation, if in conflict, pavement repair, and traffic control.
This bid was sent out as an ITB and the City of College Station received four bids. Larry Young Paving, Inc. was the lowest responsible responsive bidder providing the best value to the City.

Budget & Financial Summary: Budget in the amount of $850,000 is included for this project in the Streets Capital Improvement Projects Fund. A total of $76,632 has been expended or committed to date, leaving a balance of $773,408 in the total project budget for this contract and future costs.

Attachments:
1. SW Pkwy Drainage Contract_26300528_BWc_VendorSigned
2. SW Pkwy Drainage Map
3. SW Pkwy Drainage 26-058 List of Responders

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300528 PROJECT #: SD2500 BID/RFP/RFQ#: 26-058

Project Name / Contract Description: Southwest Parkway Drainage Construction Project

Name of Contractor: Larry Young Paving, Inc.

CONTRACT TOTAL VALUE: $ 567,622.25 **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)

An Invitation to Bid was sent out for this project and four bids were received. A budget of $850,000 is included in the Streets Capital Improvement Project Fund for this project.

A total of $70,800 has been spent or committed to date, leaving $779,200 for this contract and future costs.

*(If required)**

CRC Approval Date*: _____ **Council Approval Date*:** 5.18.26 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

N/A _____ _____
MAYOR (if applicable) DATE

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

9.12.23 UPDATED

CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and LARRY YOUNG PAVING, INC (the "Contractor") for the construction and/or installation of the following:
as described in ITB 26-058 Southwest Parkway Drainage.

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: Ninety-Six thousand Five Hundred and _____/**100 Dollars ($** 96,500.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Five Hundred Sixty-Seven Thousand Six Hundred Twenty-Two and 25 /**100 Dollars ($** 567,622.25).

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 Five Hundred and NO **/100 DOLLARS ($** 500.00 **)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (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

LARRY YOUNG PAVING, INC.

By: _____

Printed Name: Mark Schinzler

Title: COO

Date: 5/6/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20260291 01/02/2026

Superseded General Decision Number: TX20250291

State: Texas

Construction Type: Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SATX2025-004 11/15/2023

	Rates	Fringes
Agricultural Tractor Operator	$ 19.14	0.00
Asphalt Distributor Operator	$ 24.07	0.00
Asphalt Paving Machine Operator	$ 22.12	0.00
Asphalt Raker	$ 19.40	0.00
Boom Truck Operator	$ 27.82	0.00
Broom or Sweeper Operator	$ 18.09	0.00
Concrete Finisher, Paving and Structures	$ 20.61	0.00
Concrete Pavement Finishing Machine Operator	$ 22.81	0.00
Concrete Saw Operator	$ 25.97	0.00
Crane Operator, Hydraulic 80 tons or less	$ 29.24	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 26.47	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 28.87	0.00
Crawler Tractor Operator	$ 20.92	0.00
Directional Drilling Locator	$ 21.39	0.00
Directional Drilling Operator	$ 25.19	0.00
Electrician	$ 30.54	0.00
Excavator Operator, 50,000 pounds or less	$ 22.93	0.00
Excavator Operator, Over 50,000 pounds	$ 22.90	0.00
Flagger	$ 15.52	0.00
Form Builder/Setter, Structures	$ 20.63	0.00

Form Setter, Paving & Curb	$ 19.18	0.00
Foundation Drill Operator, Truck Mounted	$ 24.28	0.00
Front End Loader Operator, 3 CY or Less	$ 20.33	0.00
Front End Loader Operator, Over 3 CY	$ 20.20	0.00
Laborer, Common	$ 17.52	0.00
Laborer, Utility	$ 19.05	0.00
Loader/Backhoe Operator	$ 20.32	0.00
Mechanic	$ 26.15	0.00
Milling Machine Operator	$ 21.73	0.00
Motor Grader Operator, Fine Grade	$ 26.56	0.00
Motor Grader Operator, Rough	$ 22.95	0.00
Off Road Hauler	$ 17.52	0.00
Painter, Structures	$ 23.76	0.00
Pavement Marking Machine Operator	$ 22.00	0.00
Pipelayer	$ 19.23	0.00
Reclaimer/Pulverizer Operator	$ 19.05	0.00
Reinforcing Steel Worker	$ 22.46	0.00
Roller Operator, Asphalt	$ 20.24	0.00
Roller Operator, Other	$ 17.52	0.00
Scraper Operator	$ 17.52	0.00
Servicer	$ 23.75	0.00
Sign Erector	$ 17.52	0.00
Spreader Box Operator	$ 19.31	0.00
Traffic Signal/Light Pole Worker	$ 21.99	0.00
Truck Driver Lowboy Float	$ 25.96	0.00
Truck Driver, Single Axle	$ 19.70	0.00
Truck Driver, Single or Tandem Axle Dump Truck	$ 20.91	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	$ 21.71	0.00
Welder	$ 23.38	0.00
Work Zone Barricade Servicer	$ 17.75	0.00

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

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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. 4491954

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

THAT WE, Larry Young Paving, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto Markel Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Five Hundred Sixty-Seven Thousand Six Hundred Twenty-Two and 25 /100 Dollars ($ 567,622.25) 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 ITB 26-058 Southwest Parkway Drainage,

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. 4491954

FOR THE CONTRACTOR:

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

By: _____

Name: Tracy Lang

Title: Witness

Date: May 18, 2026

LARRY YOUNG PAVING, INC.

By: _____

Name: Herbert L. Young, Jr.

Title: President

Date: May 18, 2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: _____

Name: Kristi Zientek

Title: Witness

Date: May 18, 2026

Markel Insurance Company
(Full Name of Surety)

9500 Arboretum Blvd., Suite 400
Austin, TX 78759
(Address of Surety for Notice)

By: _____

Name: Alexandria Petroski

Title: Attorney-In-Fact

Date: May 18, 2026

FOR THE CITY:

REVIEWED:

_____
City Attorney

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

_____
City Manager

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

Contract No. 26300528
Construction Agreement Over $50,000
Form 04-20-2023

TEXAS STATUTORY PAYMENT BOND

Bond No. 4491954

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

THAT WE, Larry Young Paving, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto Markel Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Five Hundred Sixty-Seven Thousand Six Hundred Twenty-Two and 25/100 Dollars ($567,622.25) 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 18th day of May, 2026, for ITB 26-058 Southwest Parkway Drainage, 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. 4491954

FOR THE CONTRACTOR:

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

LARRY YOUNG PAVING, INC.

By: _____

Name: Tracy Lang

Title: Witness

Date: May 18, 2026

By: _____

Name: Herbert L. Young, Sr.

Title: President

Date: May 18, 2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: _____

Name: Kristi Zientek

Title: Witness

Date: May 18, 2026

Markel Insurance Company
(Full Name of Surety)

9500 Arboretum Blvd., Suite 400

Austin, TX 78759
(Address of Surety for Notice)

By: _____

Name: Alexandria Petroski

Title: Attorney-In-Fact

Date: May 18, 2026

FOR THE CITY:

REVIEWED:

_____
City Attorney

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

_____
City Manager

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

Contract No. 26300528
Construction Agreement Over $50,000
Form 04-20-2023

POA# 4221009

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Alexandria Petroski, Sally White, Harper Langston

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 5th day of November , 2025 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 5th day of November , 2025 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

By: _____
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 18th day of May , 2026 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4221009
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Markel Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

Markel Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

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

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2026

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	CONTACT NAME:	
Rollo Insurance Group, Inc 1500 Earl Rudder Freeway S College Station, TX 77840	PHONE (A/C, No, Ext): (979) 774-2800	FAX (A/C, No): (979) 774-2800
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Indian Harbor Insurance Company	36940
INSURER C : Endurance American Specialty Insurance Company	41718
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Larry Young Paving, Inc. Silver Hill Equipment Co., LLC
PO Box 11779
College Station, TX 77842

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ZAGLB1859901	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ZACAT9324501	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UXP1060146-00	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZAWCI9799901	7/1/2025	7/1/2026	[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
B	Excess Liability			SXS0069243	7/1/2025	7/1/2026	excess liability	2,000,000
C	Excess Liability			ELD30091239400	7/1/2025	7/1/2026	Excess Liab$5M X $5M	5,000,000

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

Contract No. 26300528 - Southwest Parkway Drainage

The general liability, automobile liability, and Umbrella policy include a blanket automatic additional insured provision that provides additional insured status to the certificate holder, when there is a written contract between the named insured and the certificate holder that requires such status. Waiver of Subrogation as required by written contract. Insurance is Primary and Non Contributory.

Workers Comp policy contains a blanket waiver of subrogation

CERTIFICATE HOLDER

City of College Station
P.O. 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



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EXHIBIT D
PLANS AND SPECIFICATIONS

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

ITB 26-058 is fully incorporated into this contract by reference.

EXHIBIT E
CONSTRUCTION SCHEDULE

Completion time 60 days

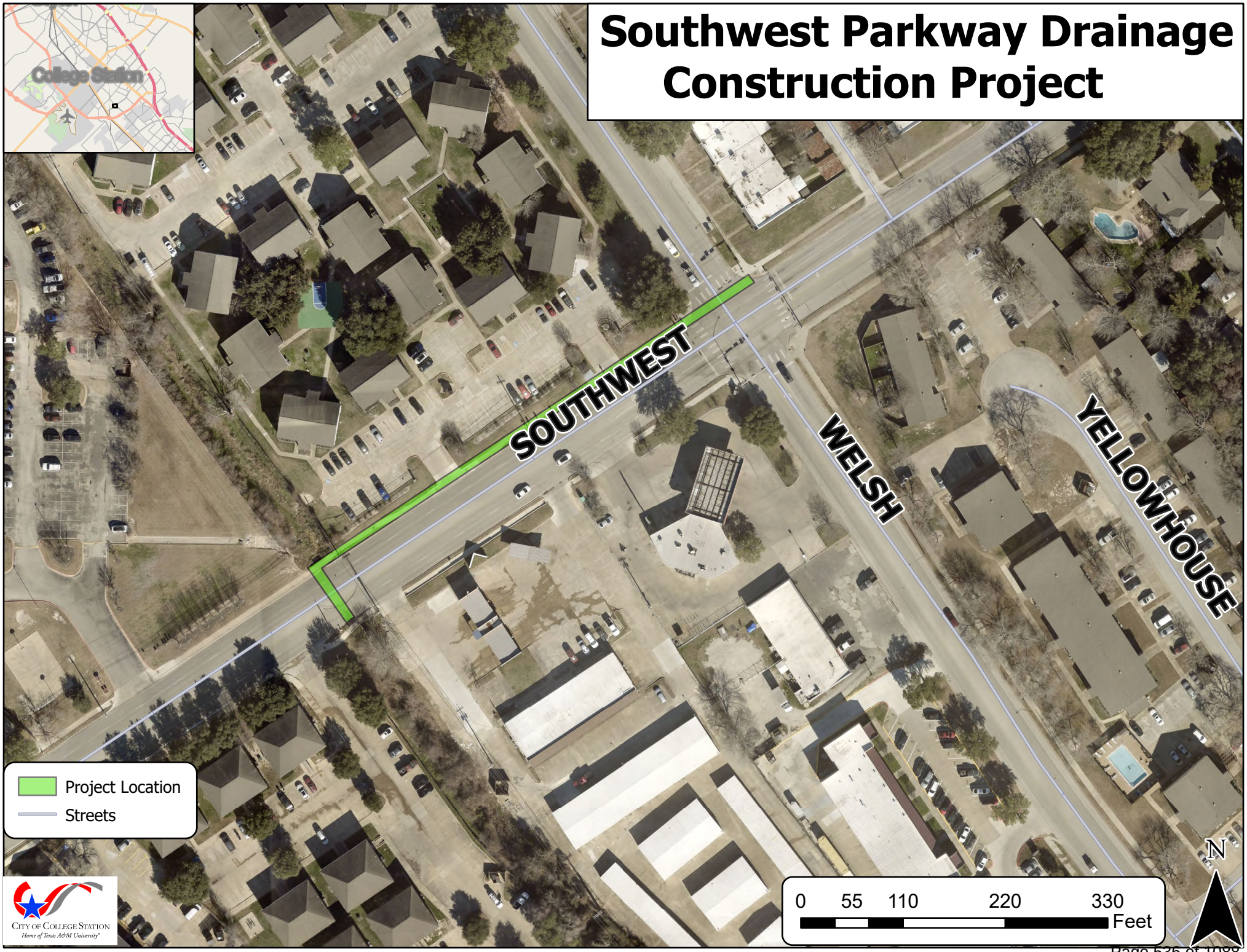
EXHIBIT F
SCHEDULE OF VALUES

Southwest Pkwy Drainage Design
Bid Form 26-058
Bid Opening Thursday, April 9, 2026 at 2:00 pm CT

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
GENERAL ITEMS					
1	1	LS	Mobilization, construction staking, bonds and insurance as required in the specifications.	48000	$ 48,000.00
			Subtotal: General Items		*$ 48,000.00*
REMOVALS					
2	255	SY	Remove sidewalk as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	14	$ 3,570.00
3	74	SY	Remove concrete driveway per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	15	$ 1,110.00
4	543	SY	Remove asphalt pavement and stabilized base as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	8.75	$ 4,751.25
5	557	LF	Remove and haul curb and gutter per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	12	$ 6,684.00
6	50	LF	Remove and replace pedestrian rail, as needed, as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	290	$ 14,500.00
7	2	EA	Remove and replace sign per plans & specifications, to include all material, labor and equipment to complete the work.	1100	$ 2,200.00
8	2	EA	Remove inlet as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	1300	$ 2,600.00
9	2	EA	Remove headwall and wingwall assemblies as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	2500	$ 5,000.00
10	132	LF	Remove 49" x 33" culvert arch pipe as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	33	$ 4,356.00
11	498	LF	Remove 24" storm sewer pipe (all materials) per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	18	$ 8,964.00
12	1	LS	Clearing and grubbing in ROW and drainage easement per plans & specifications and dispose offsite, all material, labor and equipment to complete the work.	2500	$ 2,500.00
			Subtotal: Removals		*$ 56,235.25*
ROADWAY & EARTHWORK					
13	619	SY	Install 6" thick chemically stabilized subgrade treatment to be determined by the testing firm, to include proof-rolling, sprinkling, rolling, and stabilization material, all material, labor and equipment to complete the work, complete in-place.	36	$ 22,284.00
14	543	SY	Install 2" thick HMAC, Type D, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete in-place.	24	$ 13,032.00
15	543	SY	Install 5" thick HMAC, Type B, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete in-place.	64	$ 34,752.00
16	528	LF	Install typical combined curb & gutter (ST1-01) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	52	$ 27,456.00
17	76	SY	Install 6" high early strength concrete driveway per plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	120	$ 9,120.00
18	311	SY	Install 6" concrete sidewalk per plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	93	$ 28,923.00
19	7	EA	Install 6' ADA concrete ramp and detectable warning per plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	1900	$ 13,300.00
			Subtotal: Roadway and Earthwork		*$ 148,867.00*
DRAINAGE					
20	140	CY	Excavation (in situ) of material to meet design grades of drainage channel, including hauling, stockpiling, and disposing of excess, to include all material, labor and equipment to complete the work.	20	$ 2,800.00
21	50	CY	Haul in and place select fill material (in situ) for drainage channel, condition and compact to design standards, to include all material, labor and equipment to complete the work.	78	$ 3,900.00
22	2	EA	Furnish and Install 5' curb inlet structures, all depths, ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$5,400.00	$ 10,800.00
23	2	EA	Furnish and Install recessed 5' curb inlet structures, all depths, ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$5,000.00	$ 10,000.00
24	418	LF	Furnish and Install 24" diameter reinforced concrete pipe to include rubber gasket joints, Class III, with structural backfill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$130.00	$ 54,340.00
25	73	LF	Furnish and Install 24" diameter reinforced concrete pipe to include rubber gasket joints, Class IV, with structural backfill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$130.00	$ 9,490.00

Southwest Pkwy Drainage Design
Bid Form 26-058
Bid Opening Thursday, April 9, 2026 at 2:00 pm CT

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
26	158	LF	Furnish and Install 5' x 3' reinforced concrete box, precast including rubber gasket joints, with structural backfill as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$660.00	$ 104,280.00
27	2	EA	Furnish and Install concrete headwall with combined straight (SW-0-MOD) and flared wingwall (FW-0-MOD) assemblies, 5.5' headwall height, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$12,000.00	$ 24,000.00
28	28	SY	Furnish and Install 6" thick concrete riprap (D2-00) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$140.00	$ 3,920.00
				Subtotal: Drainage	*$ 223,530.00*
EROSION CONTROL					
29	1	LS	File notice of intent and storm water pollution prevention plan with TCEQ, maintain and post all project information and keep records and report to inspector and engineer. Furnish, install, maintain and remove all sediment control devices including inlet protection (47 LF), construction entrance and exits (2 EA), rock filter dams (10 LF), and sediment control fencing (391 LF).	*1600*	$ 1,600.00
30	1	LS	Hydro mulch disturbed areas (estimated 22 SY) including smoothing, 4" topsoil, grading, fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete in-place.	*220*	$ 220.00
31	1	LS	Block sod disturbed areas (estimated 322 SY) including smoothing, 4" topsoil, fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete in-place.	*3300*	$ 3,300.00
				Subtotal: Erosion Control	*$ 5,120.00*
Pavement Markings, Striping, and TCP					
32	1	LS	Furnish and Install and Remove all traffic control devices (TCP) to incl: all striping, barricades, and temporary signage required for the TCP as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$17,000.00	$17,000.00
33	1	LS	Furnish and Install all reflective pavement markings, sealer, arrows, symbols and surface preparation per plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$6,300.00	$6,300.00
				Subtotal: Pavement Markings, Striping, and TCP	*$23,300.00*
WATERLINE RELOCATION (IF IN CONFLICT)					
34	45	LF	Furnish and Install 12" DIP water pipe by open cut with structural backfill per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, pole bracing, labor and equipment to complete the work, complete in-place.	$470.00	$21,150.00
35	38	LF	Furnish and Install 20" steel casing, 3/8" thick, (excluding carrier pipe) per plans & specifications, to include to include spacers, neoprene seal, all materials, labor and equipment to complete the work, complete in-place.	$250.00	$9,500.00
36	4	EA	Furnish and Install 12"-45° MJ Bend with thrust blocking per plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$1,700.00	$6,800.00
37	2	EA	Furnish and Install 12" MJ Gate Valve, extensions, and box with thrust blocking, per plans & specifications to include all material, labor and equipment to complete the work, complete in-place.	$6,400.00	$12,800.00
38	2	EA	Connect to existing water line (all sizes) per plans & specifications to include all required fittings, adapters, etc., all material, labor and equipment to complete the work.	$4,900.00	$9,800.00
39	45	LF	Remove 12" CI water line, all materials per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	$49.00	$2,205.00
40	45	LF	Trench Safety for Water line	$7.00	$315.00
				Total Base Bid	*$ 567,622.25*


Southwest Parkway Drainage Construction Project
College Station
SOUTHWEST
WELSH
YELLOWHOUSE
Project Location
Streets
0 55 110 220 330
Feet
N
City of College Station
Home of Texas A&M University®

Southwest Parkway Drainage Construction
26-058 ITB
Opening: Thursday, April 9, 2026
List of Responders

Contractor	Bid
Larry Young Paving, Inc	**$ 567,622.25**
Norman Construction Services, LLC	$ 624,411.00
Brazos Paving, Inc.	$ 653,534.50
Brazos Valley L4, LLC	$ 686,210.00

May 18, 2026
Item No. 7.12.
LRC Splashpad Project 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 Studio 16:19 for the design of the Splashpad Project at the Lincoln Center in the amount of $144,725 in Community Development Block Grant (CDBG) funds.

Relationship to Strategic Goals:
Core Services and Infrastructure

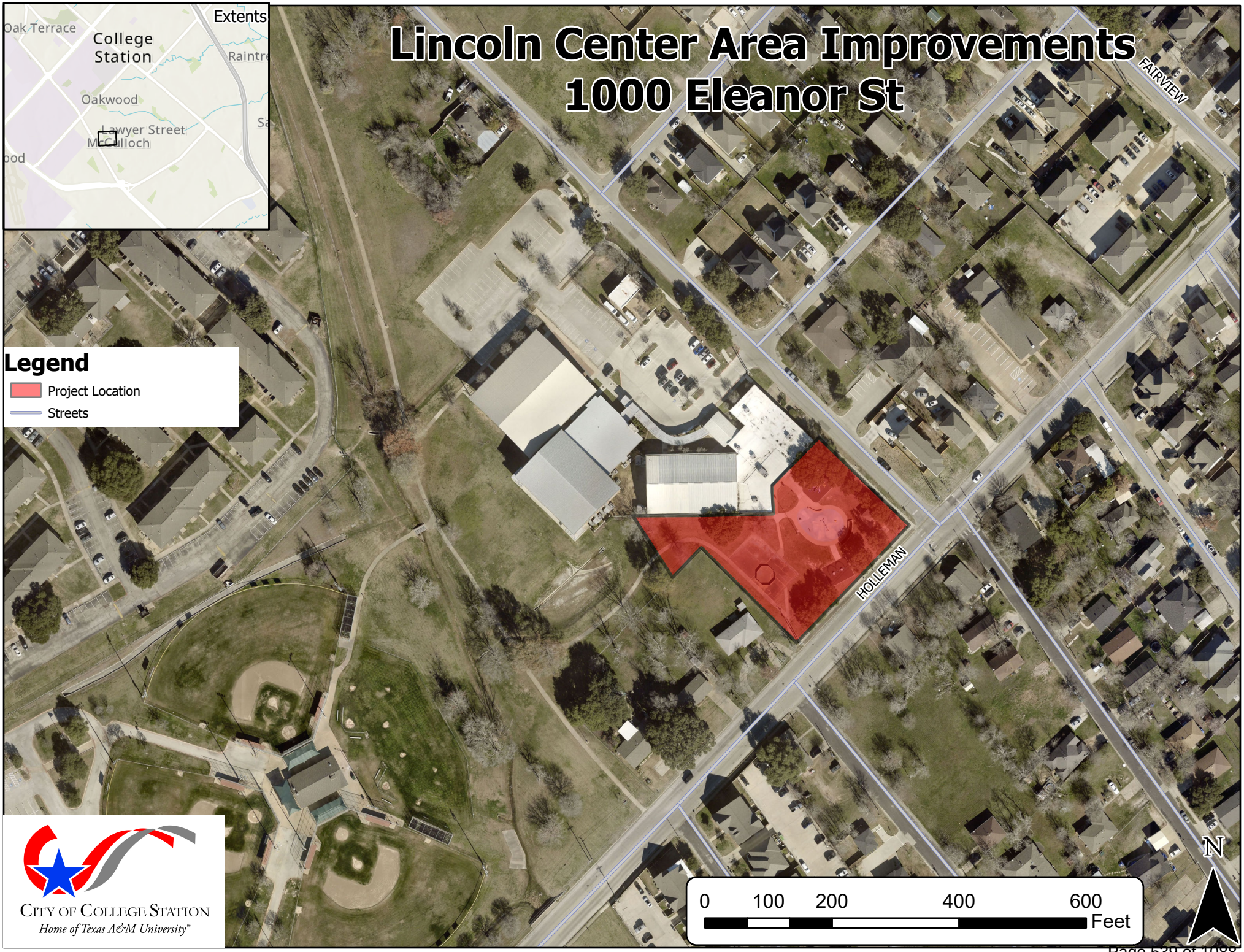
Recommendation(s): Staff recommends approval.

Summary: This project includes the design for the removal and replacement of the existing splashpad at the Lincoln Center. Overall intent for the project is to upgrade the park area on the corner of Eleanor St and Holleman Drive and is meant to follow the Lincoln Center Area Improvements 2022 Bond Project. Overall scope is to increase the size and functionality of the splashpad, add a playground component, improve landscaping, and increase pedestrian sidewalk access to the park area. This project is meant to follow and complement the Lincoln Center Area Improvements project, which partially defines the location of this new splashpad and playground area.

Studio 16:19 was approved as the designer for both of these projects in April of 2024 and the concepts were developed concurrently for them to ensure compatibility and consistency for both. These two projects are distinctly separate, with different funding sources and different requirements. This particular contract is to complete the design of the Splashpad project from the conceptual design to a full design ready for construction.

Budget & Financial Summary: Sufficient funds are available in CDBG for this design contract and related expenses. Additional funds needed for construction are available in Parkland Dedication and will be proposed on Budget Amendment #2 later this year.

Attachments:
1. LRC Improvements Map
2. LRC Design Contract


Lincoln Center Area Improvements
1000 Eleanor St
Extents
Oak Terrace
College Station
Oakwood
Lawyer Street
FAIRVIEW
HOLLEMAN
Legend
Project Location
Streets
0 100 200 400 600
Feet
N
City of College Station
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 26300518 PROJECT#: PK2308 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Design of Splash-Pad at Lincoln Center

Name of Contractor: Studio 16:19, LLC

CONTRACT TOTAL VALUE: $ 144,725.00 **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 #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Funding from CDBG account 31220630-5900

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 5/18/2026 **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

Jennifer Cain — 5/8/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

__Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ ____Original(s) sent to Fiscal on _____

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

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and Studio 16:19, LLC, a___Texas____ corporation (the "Consultant"), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

ARTICLE I
SCOPE OF SERVICES

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows to be paid for in whole or in part with federal funding in the form of [Community Development Block Grant (CDBG) CDFA 14.218] awarded by [The US Department of Housing and Urban Development ("Federal Agency") on [10/1/2024 and 10/1/2025], subject to certain terms and conditions ("Grant Terms"), [$144,725.00] of which is allocated by the City to this Contract ("Federal Funds") for the design and other architectural or engineering professional services on the following ("Project"):

Lincoln Center Splashpad Design for Construction

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-Four Thousand Seven Hundred Twenty-Five and No/100 Dollars ($144,725.00), to be paid in compliance with the Grant Terms applicable to Consultant, including but not limited to the requirements specifically listed in **Exhibit "D"**, attached and incorporated for all purposes ("Federal Requirements").

2.02 Virtual Payment Method. For increased payment and financial information security, the Consultant 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 Consultant. Any related reasonable fees paid by the Consultant 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 Below **calendar days** after the authorization to commence planning.

(b) Preliminary Design: See Below **calendar days** after authorization to commence PPD.

(c) Final Design: See Below **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):

Proposed Project Schedule
010 Project Coordination 540 days
060 Design Development 90 days
070 Construction Documents 90 days
080 Agency Review 30 days
090 Bid / Procurement 30 days
100 Construction Phase Services 270 days
108 Project Close-Out 30 days

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 **$**1,600,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City and any change order complies with the Federal Requirements.

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 Consultant'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 Consultant has undertaken to perform on the project, regardless of whether that person contracted directly with the Consultant and regardless of whether that person has employees. This includes, without limitation, independent Consultants, 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 Consultant 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 Consultant providing services on the project, for the duration of the project.

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

iv. If the coverage period shown on the Consultant's current certificate of coverage ends during the duration of the project, the Consultant 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 Consultant 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 Consultant, 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 Consultant shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

vii. The Consultant shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant, 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 Consultant:

   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 Consultant is representing to the governmental entity that all employees of the Consultant 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 Consultant to administrative penalties, criminal penalties, civil penalties, or other civil actions.

xi. The Consultant's failure to comply with any of these provisions is a breach of contract by the Consultant that entitles the governmental entity to declare the contract void if the Consultant 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
CONFLICT OF INTEREST, LOBBYING, POLITICAL ACTIVITIES AND OTHER FEDERAL REQUIREMENTS

14.01 Debarment. As a condition precedent to disbursement of any Federal Funds under this Agreement, Consultant shall provide to the City Consultant's Unique Entity Identifier Number (UEI) and shall be registered on www.sam.gov (or any successor thereto). Consultant will not be

eligible to submit any Payment Application unless Consultant's status on sam.gov is active, Consultant has no exclusions, has no delinquent federal debt and has not been declared ineligible, or otherwise excluded, disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the federal government, State of Texas, or the City.

14.02 Subcontractor Debarment. Consultant shall ensure that all contractors, subcontractors, and vendors utilized by Consultant are properly licensed, and that no such entity is excluded, disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the federal government, State of Texas, or the City. Consultant shall submit printed verification of such entity's status on www.sam.gov (or any successor thereto) along with the first Payment Application which includes invoices from such contractor, subcontractor, or vendor. In the event the City determines that any contractor, subcontractor, or vendor is excluded, disqualified, debarred, suspended, or is not properly licensed, Consultant shall immediately cause the contractor, subcontractor, or vendor to stop work on the Project. In the event that a contractor, subcontractor, or vendor is excluded, disqualified, debarred, suspended, or is not properly licensed, the City shall be under no obligation to use Funds to pay for any work performed by such party, and any Funds already paid to the contractor, subcontractor, or vendor shall be reimbursed by Consultant to the City within ten (10) days of City's written demand for same. In no event shall this section be construed to be an assumption of any responsibility or liability by City for the determination of the legitimacy, quality, ability, or good standing of any Consultant or subcontractor.

14.03 Conflict of Interest Certification. The certification, attached hereto as **Exhibit "E"** and incorporated by reference, as completed, executed and submitted by Consultant is a material representation of fact upon which reliance was placed when this Agreement, including each Disbursement of Federal Funds related to this Agreement, was made or entered into. Pursuant to 2 CFR § 200.112 and 24 CFR § 570.611, Consultant must comply with the requirements, prohibitions, and limitations of the City's conflict of interest policies, rules, or regulations and state and federal common law regulating conflicts of interest, which includes but is not limited to a requirement that Consultant must disclose in writing to the City any potential conflict of interest as soon as possible after learning of such conflict.

14.04 Consultant Conflict of Interest Policy. Consultant agrees to abide by the provisions of 2 CFR 200 and 24 CFR 570.611, which include maintaining a written code or standards of conduct governing the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

14.05 Byrd Anti-Lobbying and Hatch Act Certification. The certification, attached hereto as **Exhibit "E"** and incorporated by reference, as completed, executed and submitted by Consultant is a material representation of fact upon which reliance was placed when this Agreement, including each Disbursement of Federal Funds related to this Agreement, was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Further, Consultant agrees that no funds provided, nor personnel employed under the

Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Chapter 15.

14.06 Whistleblower Protection. Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing, in accordance with 41 U.S.C. § 4712, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. OR Consultant is responsible for complying with all requirements of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and also requirements implementing the Act at 2 CFR parts 25 and 170. This also includes statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

14.07 False Statements. Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement. False statements or claims may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law. Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001. Consultant shall provide notice of this requirement to its contractors, subcontractors, and vendors that perform any portion of the Services on the Project.

ARTICLE XV
MISCELLANEOUS TERMS

15.01 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.

15.02 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:

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

City of College Station	STUDIO 16:19, LLC
Attn: Jon Hall	Attn: __Brent Baker_____
PO BOX 9960	_305 W. Liberty_____
1101 Texas Ave	_Suite 100_____
College Station, TX 77842	_Round Rock, TX 78664_____
___ __ jhall@cstx.gov	_512-534-8680_____

15.03 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.

15.04 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.

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

15.06 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.

15.07 Prioritization. Consultant 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 Consultant to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Consultant. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Consultant shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

15.08 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.

15.09 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.

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

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

15.12 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.

15.13 Verification No Boycott of Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Consultant verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

15.14 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.

15.15 Foreign Terrorist Organizations. Consultant represents that it: (i) does not engage in business with Iran, Sudan, or any foreign terrorist organization, and (ii) is not listed by the Texas Comptroller pursuant to § 2252.153 Texas Government Code as a company known to have contracts with or provide supplies or services to a foreign terrorist organization, where in each case "foreign terrorist organization" has the meaning give such term in § 2252.151 Texas Government Code.

15.16 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
- **D.** Federal Requirements
- **E.** Conflict of Interest and Byrd Anti-Lobbying Certification

STUDIO 16:19, LLC

By: _____

Printed Name: Brent A Baker

Title: Principal Partner + Founder

Date: 5/8/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

March 19, 2026

City of College Station
Jon Hall
PO Box 9960
College Station, TX 77842
jhall@cstx.gov
979.764.3528

Re: **Lincoln Center Splash Pad – College Station, TX**
Proposal/Agreement for Professional Landscape Architecture Services

Dear Jon:

We first want to say, 'Thank You' for the opportunity to partner with City of College Station as part of the team for Lincoln Center Splash Pad. Please find attached the Proposed Professional Services Agreement ("Agreement"). As discussed, the key provisions include the following:

- Project Coordination
- Design Development
- Construction Documents
- Agency Review
- Bid / Procurement
- Construction Phase Services
- Project Close-Out

Once you have had the opportunity to review the Agreement, please feel free to contact **studio 16:19, LLC** should you have any questions, comments, or require clarification to what is proposed. You may reach me via e-mail at **brent@studio1619.com** or by phone at **512.534.8680**. If you concur with the Agreement, please sign in the place provided below and return a signed copy for formal execution. This Proposal is valid for thirty (30) days.

Respectfully submitted,

studio 16:19 LLC

Brent A. Baker, PLA, ASLA, CLARB
principal partner + founder

'ATTACHMENT A'

scope of services / consultant compensation / schedule

section 1.1 :: project overview and understanding

- The Splash Pad Project will consist of final design, permitting, bidding, and construction for the removal and replacement of the existing splash pad, as well as re-defined pedestrian access, re-purposed area to accommodate the existing playground and program space for the Lincoln Center, and associated hardscape, limited softscape, lighting, pump equipment/controls, and site furnishings.
- This Project scope takes the work previously performed for the Lincoln Center Restroom project to achieve a 30% construction document level of design to refine and complete the design process for the Splash Pad and adjacent site areas.
    - Because the Splash Pad will consist of a "pass through" water-use system, additional civil engineering work will be required to convert the existing detention basin into a re-irrigation pond with irrigation tie-in system.
    - Based on the volume of water for the pass though system, a robust re-irrigation system will be required. Therefore, the adjacent Wayne Smith Athletic Complex's existing irrigation system will need to be surveyed, evaluated, and designed to be converted to a non-potable irrigation system.
    - Additional playground equipment, not in original Restroom Project scope, is to be specified and coordinated to support the new Splash Pad.
    - All of these scope items require increased construction documents to 100% completion, coordination with potential vendors – such as Kraftsman – for CDBG federal funding compliance (BABA, Davis Bacon, etc.), and construction phase services.
    - An updated Opinion of Probable Construction Cost (OPCC) resulted in a construction cost/budget of approximately $1,600,000 – an owner-requested increase of approximately $850,000 from the original $665,000 construction budget.
- The Project is located at 1000 Eleanor St, College Station, TX 77840.
- The Project is within the City of College Station full-purpose jurisdiction and all plans shall comply with the corresponding Development Codes.
- Coordination of landscape architecture documentation with architectural and engineering site plans for review and approvals by the jurisdictional authorities will be integral to the design process.
- **Meetings:**
    - Consultant will be available to attend **virtual** biweekly design team coordination meetings during the design and construction phases, as scheduled by the Owner/Development Coordinator.
    - Four (4) **in-person** design meetings and/or site visits are included in basic services.
    - Ten (10) **in-person** construction meetings and/or site visits are included in basic services.
- Sub-Consultants to be retained by the Consultant to complete and deliver the proposed Scope of Work include:
    - **Surveying – Gessner Engineering**
    - **Civil Engineering – Gessner Engineering**
    - **Structural Engineering – Gessner Engineering**
    - **Mechanical/Electrical Engineering – Aptus Engineering**
    - **Accessibility Consultant - Contour Collective**
    - **Construction Materials Testing - Gessner Engineering**
    - **Asbestos Survey and Report - Terracon**

section 1.2 :: basic services

- **010 – Project Coordination**
    - The Consultant will manage the Project design team activities associated with the Project and secure resources necessary to produce the Project deliverables and meet the Project schedule.
    - All communications associated with the Project will be directly channeled through the Consultant Project Manager (PM) for distribution to the Project team as appropriate. The Consultant's PM will be responsible throughout the Project for project coordination and communications, with the Client's PM.
- **060 – Design Development (60% - permit phase)**
    - Prepare overall refined design plans and supplemental graphics, imagery, details, and material selections for the project improvements that will culminate in sixty percent (60%) site development permit drawings.
    - Coordinate design development drawings with Client and design team members.
    - Coordination with municipal agency Development staff to resolve questions or comments that arise during the permitting review process regarding code requirements.
    - Provide one (1) revision/refinement to drawings per Client meeting.
- **070 – Construction Documents (90/100% construction plans/specification documentation)**
    - Landscape Planting Plan(s) – documenting plant names (common and botanical), location, size, quantity, general appearance/ overall condition, planting details, notes, and plan specifications.
    - Hardscape Design Plan(s) – construction details for all hardscape elements pertaining to common amenity areas; to be in accordance with State and Federal accessibility requirements.
    - Irrigation Design Plan(s) – detailed design plans documenting areas to be irrigated, point of connection, controller location, sleeving locations, incorporation of specific zones, hydraulic calculations, mainlines, and detailed head layout for turf areas, dripline layout for all landscape planting beds including irrigation details and specifications, and irrigation calculations.

- Specification Development – preparation of a Project Manual including written division technical specifications to assist in bidding and construction for landscape, hardscape, and irrigation scope.
- Provide one (1) revision/refinement to drawings per Client meeting.

- **080 – Agency Review** – coordination with municipal agency staff to resolve questions or comments that arise during the site development review process and tree mitigation discussions after submission
  - Includes a total of **two (2) rounds** of submittals/comment responses for agency permitting. Agencies having jurisdiction to be included in anticipated review process may include but are not limited to the City, County, WCID, Franchise Utilities, State and other regulatory agencies.
- **090 – Bid / Procurement** – coordination and oversight on scope items as requested by Client, Owner, or Contractor including but not limited to RFI responses and coordination, Bid Tab reviews, and coordination with contractor on various issues that arise during the bidding process.
- **100 – Construction Phase Services** – coordination and oversight on scope items as requested by Client, Owner, or Contractor that could include but not be limited to RFI responses and coordination, shop drawing reviews, or coordination with contractor on various issues that arise during the installation process to verify that the approved site development plans are being carried out per plans, notes, details, and specifications.
- **108 – Project Close-Out**
  - Punch List development for landscape, hardscape, and irrigation scope during a final comprehensive site walk-through once project is complete and ready for inspection.
  - Prepare and submit the Landscape Architect's Concurrence letter for final acceptance.
  - Review as-built plans on a redlined set from the Contractor for landscape, hardscape, and irrigation scope to codify record set of drawings during the project close-out process.

Sub-Consultant Team

Although a budgeted allowance to cover sub-consultant costs are included in this proposal, Client will be billed for actual costs once finalized.

- **301 – Surveying** – Survey services, as required, to be provided by Sub-Consultant Company as a sub-consultant to the Consultant. The project Surveyor's scope of service shall include:
  - Prepare a map of the overall Project area.
  - The survey will include outlined drawings of existing improvements, topography, and document alignment of existing utilities in the area by utilizing the Texas OneCall System. Potholing and Subsurface Utility Investigation to determine the depth and confirm alignment of underground utilities shall be provided by the City or Client, and discoveries shall be surveyed.
  - Prepare drawings including topography, ROW, and Utility information gathered for the Project, and provide in CAD format for engineering use.
- **303 – Civil Engineering** – Civil Engineering services, as required, to be provided by Gessner Engineering as a sub-consultant to the Consultant. The project Civil Engineer's scope of service shall include:
  - Site Development Construction Documents, Permitting Submittals and Approvals
  - Storm Water Pollution Prevention Plan (SWPPP)
  - Project Meetings and Coordination
  - Construction Phase Services
- **305 – Structural Engineering** – Structural Engineering services, as required, to be provided by Gessner Engineering as a sub-consultant to the Consultant. The project Structural Engineer's scope of service shall include:
  - Design of structural foundations for the Project's foundation(s), structural components, and walls
  - Construction Phase Services
- **306 – Mechanical/Electrical/Plumbing Engineering** – MEP Engineering services, as required, to be provided by APTUS as a sub-consultant to the Consultant. The project MEP Engineer's scope of service shall include:
  - Design of electrical service and power for potential lighting and/or irrigation service within limits of scope
  - Primary service connections and utility provider coordination
  - Construction Phase Services
- **307 – Accessibility Consultant** – Registered Accessibility Specialist services to be provided by Contour Collective as a sub-consultant to the Consultant. The project RAS scope shall include:
  - Review of final PS&E for compliance with Texas Accessibility Standards (TAS)
  - Register the Project with Texas Department of Licensing and Registration (TDLR)
  - Field verify final constructed scope items comply with TDLR, TAS, and American Disability Act (ADA)
- **308 – Construction Materials Testing** – Earthwork and concrete testing for the replacement of an existing splash pad area with a new pad, approximately 1.5-2 times the existing size. Earthwork and concrete testing for a picnic pavillion and earthwork testing for site fill.
- **309 – Asbestos Survey and Report** – Asbestos survey in accordance with Texas Asbesto Health Protection Rules (TAHPR) and USEPA regulation 40CFR Part 61 Subpart M, the Abestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) - 9 bulk samples

section 1.3 :: additional services

Additional Services are in addition to the Basic Scope of Services and, when requested by Client or Owner – either written or oral – shall entitle Consultant to additional compensation beyond the original agreed Compensation stated in 2.1 below. An Additional Fee will be agreed upon for the task or service once the program/scope has been finalized. The following Additional Services under this Agreement include but are not limited to:

- ANY Professional Service or task not currently identified in Basic Services.
- ANY Sub-Consultant service(s) not currently identified in Basic Services.
- **Meetings** – attendance at **virtual** and/or **in-person** design or construction phase meetings and/or site visits beyond those listed in Section 1.1.
- **Agency Review** – more than total submittals/comment responses for agency permitting as denoted in Basic Services.
- **License Agreement** – any drafting of legal documentation for the purposes of a license agreement regarding proposed landscape, hardscape, and irrigation within the public right-of-way.
- **Signage Design** – development of project signage including signage design, dimensional control of proposed signage, and coordination with sign contractor for constructability and construction administration.
- LEED Compliance Certification process or SITES Compliance related design services.
- Exterior Furnishing, Fixtures, and Equipment (FF&E) Selection.
- Rainwater/Condensate Harvesting – design and coordination of active and/or passive rainwater/condensate collection systems including storage tanks, pump systems, enclosures, etc. for reuse within the landscape.

section 2.1 :: consultant compensation

Compensation for Consultant Services performed under this Agreement shall be paid according to the following, plus Reimbursable Expenses as defined in Agreement:

Basic Services

	Lump Sum Tasks		**$**	**66,120.00**
010	Project Coordination	(lump sum)	$	7,880.00
060	Design Development	(lump sum)	$	7,800.00
070	Construction Documents	(lump sum)	$	18,720.00
080	Agency Review	(hourly est.)	$	5,460.00
090	Bid / Procurement	(hourly est.)	$	3,840.00
100	Construction Phase Services	(hourly est.)	$	16,900.00
108	Project Close-Out	(lump sum)	$	5,520.00
	Sub Consultants		**$**	**75,205.00**
301	Survey	(lump sum)	$	8,800.00
303	Civil Engineering	(lump sum)	$	45,200.00
305	Structural	(lump sum)	$	2,750.00
306	MEP	(lump sum)	$	6,380.00
307	Accessibility	(lump sum)	$	1,875.00
308	Construction Materials Testing	(lump sum)	$	8,800.00
309	Asbestos Survey	(lump sum)	$	1,400.00
400	Reimbursables	(cost+)		3,400.00
		Total:	**$**	**144,725.00**

Consultant may alter the compensation distribution between individual phases or tasks to be consistent with the services actually rendered, within the contract maximum.

Hourly fee provided for Client budgeting purposes based on proposed scope herein. Hourly total, as needed, is to be subject to Agreement. If fee budget is to be exceeded, it will occur in a professional, diligent, and forthright manner to the extent needed either to procure the required Project permits and/or certificate of occupancy as the external agencies and construction industry are external factors beyond the control of Consultant.

section 2.2 :: reimbursable expenses

For Reimbursable Expenses, expenditures made by Consultant, its employees, and sub consultants in the interest of the Project will be billed to Client plus an administrative fee of ten percent (10%). Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of this agreement, and other, similar, direct Project-related expenditures.

section 2.3 :: payments

Consultant shall begin services upon mutual execution of this Agreement. Consultant will bill Client monthly for services performed. In order to ensure the orderly and continuous progress of the project, Consultant shall be compensated for their services and expenses within fifteen (15) days but no more than thirty (30) days of the invoice date. Invoiced amounts unpaid forty-five (45) days after the invoice date shall be deemed overdue and at Consultant's discretion may accrue 1.5% simple interest per month. Subject to the termination provisions contained herein, overdue payments may be grounds for termination of this Agreement. Client shall reimburse Consultant for all expenses related to collections of compensation due Consultant. These expenses consist of but are not limited to, Attorney's fees, court cost, lost time, etc.

section 3.1 :: schedule

Consultant is prepared to provide the Professional Services in a commercially reasonable manner – with adequate resources and personnel – to complete the work by the times specified. Consultant may request, in writing, an extension of the Agreement time due to delays beyond their control. In the event that a deadline provided in this Agreement is not met by Consultant, Consultant shall provide Client with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay.

Proposed Project Schedule

010	Project Coordination	540 days
060	Design Development	90 days
070	Construction Documents	90 days
080	Agency Review	30 days
090	Bid / Procurement	30 days
100	Construction Phase Services	270 days
108	Project Close-Out	30 days

proposed project site / site plan

Lincoln Center Splash Pad – College Station, TX



Aerial Location Map



Proposed Concept Dated 03/2025

EXHIBIT B
PAYMENT TERMS

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

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

Schedule of Payment for each phase:

Please see attached…

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/28/2026

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
Watkins Insurance Group-Austin
3834 Spicewood Springs Rd, Ste. 100
Austin TX 78759

CONTACT NAME: Michelle Ziats
PHONE (A/C, No, Ext): 512-637-4409 **FAX (A/C, No):** 512-452-0999
E-MAIL ADDRESS: mziats@watkinsinsurancegroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company	11000
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Underwriters at Lloyd's, London	15792
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STUD161-01
Studio 1619 LLC
305 W. Liberty Ave, Suite 100
Round Rock TX 78664

COVERAGES **CERTIFICATE NUMBER:** 682322640 **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 X PRO-JECT LOC OTHER:			65SBATB6822	10/14/2025	10/14/2026	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			65SBATB6822	10/14/2025	10/14/2026	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			65SBATB6822	10/14/2025	10/14/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	**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		65WECAP3DRG	12/3/2025	12/3/2026	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
A C	Property Professional			65SBATB6822 PSO0140533622	10/14/2025 10/14/2025	10/14/2026 10/14/2026	Personal Property/Ded Per Claim/Aggregate	407,700/1,000 1,000,000/2,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Lincoln Center Splash Pad - College Station, TX
The City of College Station is additional insured on the general liability policy with waiver of subrogation on the general liability and workers compensation policies when required by written contract.
General liability is primary and non-contributory when required by written contract.

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
Patrick L. Watkins

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) 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.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "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; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you 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 Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, 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 connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, 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;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

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.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

(1) Any "occurrence" which takes place 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 person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

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

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, 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:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, 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, designs 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; or

(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.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to 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; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 65 WEC AP3DRG **Endorsement Number:**
Effective Date: 12/03/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: STUDIO 1619 LLC
305 W LIBERTY AVE STE 100
ROUND ROCK TX 78664

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. ( ) Special 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 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:

EXHIBIT D
FEDERAL REQUIREMENTS

EXHIBIT D

FEDERAL REQUIREMENTS – CDBG DIRECT-ENTITLEMENT

ARCHITECTURAL/ENGINEERING SERVICES CONTRACT PROVISIONS

NOTE: City reserves the right to modify and update this exhibit in its sole discretion upon written notice to Consultant in order to comply with federal law and City's obligations as recipient of federal funds

The agreement to which this Exhibit is attached (the "**Agreement**") has been or is anticipated to be funded in whole or in part by federal funds from the U.S. Department of Housing and Urban Development's ("**HUD**" or "**Federal Agency**") pursuant to the Community Block Development Grant ("**CDBG**") program (the "**Federal Funds**"). The non-City Party to the Agreement ("**Consultant**") is a "contractor" as such term is defined in 2 CFR 200.1, procured by the City of College Station ("**City**" or "**Recipient**") in its role as recipient of Federal Funds to provide architectural/engineering (A/E) professional services for a project funded in whole or in part with Federal Funds (the "**Project**").

Consultant must comply, and assist the City in complying, with the Federal Requirements, as such term is defined in the Agreement, which include but are not limited to all duties, requirements, and obligations imposed on Consultant (or the City that are passed through to Consultant under the Agreement) by the applicable requirements of this Exhibit, the CDBG program requirements[1], and the specific terms and conditions of the grant agreement by and between the City and Federal Agency under which Federal Funds have been provided to the City in accordance with the CDBG program (Collectively, the "**Federal Requirements**"). Consultant agrees it is its responsibility to keep itself fully informed of and in compliance with all such requirements and to provide all notices as required by law; provided, however, Consultant is not responsible for compliance with the Federal Requirements by the general contractor on the Project unless the Agreement expressly provides otherwise. Consultant shall make a good faith effort to ensure project manual, procurement documents, design specifications and similar deliverables provided to the City by Consultant under the Agreement comply with and reference the Federal Requirements.

Subcontracts of Consultant on any tier, if any, must contain a provision making them subject to all applicable provisions of the Federal Requirements, including but not limited to the requirements of this Exhibit and the Agreement.

The Federal Requirements for the City's CDBG program generally include, without limitation, compliance with the following laws and regulations:

- National Objectives under 24 CFR 570.204 (Area Benefit; Limited Clientele; Housing Activities; Prevention or Elimination of Slums or Blight; Urgent Need);
- Eligible activities and costs under 24 CFR 570.201-.207[2];
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR 200[3];

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[1] Applicable CDBG program regulations include Title 24 of the Code of Federal Regulations ("CFR"), Part 570, Subparts A, C, J, and K. 24 CFR Subparts D, E, F, G, and I are applicable to activities funded under entitlement grants, special purpose grants, Small Cities and Insular Areas programs, Urban Development Action Grants, and State CDBG programs.
[2] 24 CFR 570.209-.210 may be applicable for economic development projects and employment relocation activities.
[3] Requirements of 2 CFR Part 200 apply as modified by 24 CFR 570.502.

- Grant administration requirements[4] under 24 CFR 570 Subpart J, including, without limitation, requirements for;
    - Records submission and maintenance;
    - Program Income reporting;
    - Reversion of assets;
    - Debarment, suspension, and remedies;
- 24 CFR 570 Subpart K requirements, including, without limitation, requirements for;
    - Fair Housing Act and title VI of the Civil Rights Act;
    - Affirmatively furthering fair housing;
    - Equal Employment Opportunity and Section 3;
    - Non-discrimination[5];
    - Labor standards[6];
    - Environmental Standards under 24 CFR Part 58[7];
    - National Flood Insurance Program under 24 CFR 570.605;
    - Relocation assistance under 24 CFR 570.606[8];
    - Lead-based paint[9];
    - Prohibition on use of debarred, suspended, or ineligible contractors or subrecipients under 24 CFR 570.609;
    - Conflicts of interest under 24 CR 570.611[10];
    - Architectural Barriers Act of 1968 and Americans with Disabilities Act of 1990 under 28 CFR Parts 35-36;
- Closeout procedures established by HUD for the applicable funding program(s);
- The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);
- The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983;
- Cash Management Improvement Act regulations (31 C.F.R. Part 205);
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200); and
- Single Audit Act Amendments of 1996, 31 U.S.C. § 7501.

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[4] Additional state law requirements may also apply. See Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning.
[5] Includes requirements of Section 109 of the Housing and Community Development Act of 1974, as amended, and Section 504 of the Rehabilitation Act of 1973.
[6] Includes section 110(a) of the Housing and Community Development Act of 1974, as amended; the Contract Work Hours and Safety Standards Act Department of Labor Regulations under 29 CFR Parts 1, 3, 5, 6 and 7; regulations under 24 CFR Part 70 for volunteers; and Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5).
[7] Subject to 24 CFR 570.503, 570.509, and 570.604, as applicable.
[8] Includes requirements under 49 CFR Part 24, as applicable.
[9] Includes requirements of the Lead–Based Paint Poisoning Prevention Ac (42 U.S.C. § 4801 *et seq*.); the Residential Lead–Based Paint Hazard Reduction Act of 1992; and 24 CFR Part 35, as applicable.
[10] Requires compliance with 24 CFR 570.611.

More detailed Agreement provisions are contained in the remainder of this Exhibit. Headings are for internal City use and are not dispositive nor limiting in the application of a provision to the Agreement, Consultant or any of Consultant's employees, officers, subcontractors, volunteers or representatives in any way.

I. REQUIREMENTS ASSOCIATED WITH THE CDBG PROGRAM

A. Compliance With Law.

Consultant hereby covenants and agrees that it has complied and continue to comply with all applicable federal, state and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this federally-assisted program. It is the Consultant's responsibility to keep itself fully informed of and in compliance with all such requirements and to provide all notices as required by law. The Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Housing and Community Development Act of 1974 (the "Housing and Community Development Act"); 24 CFR Subtitle B, including but not limited to Parts 5, 85, and 570; and 2 CFR Subtitle A, and Subtitle B Chapter XXIV.

B. Build America, Buy America Act (BABA)

Consultant acknowledges that the Agreement may be subject to the Build America, Buy America Act ("BABA"), enacted as part of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, and Consultant agrees to comply with BABA. Pursuant to BABA, Consultant is required to apply a domestic content procurement preference (the "Buy America preference" or "BAP") for all iron, steel, manufactured products, and construction materials incorporated into the Project. All iron, steel, manufactured products and construction materials incorporated into the Project must be produced in the United States, including such materials installed by any subcontractors or suppliers. Definitions of iron, steel, manufactured products, and construction materials can be found in 2 C.F.R. Part 184 and are incorporated herein by this reference. Additional information regarding BABA requirements and compliance may be found at https://www.hud.gov/program_offices/general_counsel/build_america_buy_america and is incorporated herein by this reference.

A. BABA Opinions and Estimates. All opinions and estimates relating to costs or expenses prepared or provided by Consultant relating to the Project shall incorporate, be consistent with, and reflect compliance with BABA requirements.

B. Confirmation of Compliance. From the date of this Agreement until three (3) years after the Project is completed, Consultant must obtain and maintain records sufficient to: (1) track all product purchases relating to the Project in sufficient detail to identify the source of the funding for the purchase; and (2) demonstrate compliance with BABA as follows: (i) for products purchased in compliance with the BAP, obtaining and maintaining documentation that the product complied with BAP requirements; and (ii) for products purchased pursuant to a waiver or other exemption from the BAP, obtaining and maintaining adequate information to validate that the purchase was covered by a waiver or other exemption.

For all iron, steel, manufactured products, and construction materials incorporated into the Project, Consultant shall, upon receipt of the same, obtain confirmation that the product or material was

purchased in compliance with the BAP. Such confirmation must take one or more of the following forms:

(1) A certificate from the manufacturer or reseller stating that the product complies with BABA;

(2) For products that cost less than $100 per product, a copy of a label that indicates the product was made in the United States; or

(3) For small purchases of product that are less than the Simplified Acquisition Threshold (see 2 CFR 200.320(a)(2), as may be adjusted from time to time, either a copy of a product specification that provides sufficient detail to conclude that the product complies with the BAP or a certification from a manufacturer or reseller of a product that confirms that the product is BABA compliant.

C. Displacement, Relocation, Acquisition, and Replacement of Housing (URA) (24 CFR 570.606).

If the Project or any work provided in accordance with the Agreement will result in the displacement of persons, Consultant covenants and agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations at 49 CFR Part 24.

D. Civil Rights Act.

Consultant must comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto, which provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

Consultant must make it known that the Project is available to all on a nondiscriminatory basis. Where the procedures that Consultant intends to use to make known the availability of the Project are unlikely to reach persons with disabilities or persons of any particular race, color, religion, sex, age, or national origin within the area of the Project who may qualify, Consultant must establish additional procedures that will ensure that these persons are made aware of Project. Consultant must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of the Project that are accessible to persons with a disability. Consultant must include the requirements of this section in every subcontract or purchase order.

E. Non-Discrimination and Equal Opportunity (24 CFR § 5.105(a)).

Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or ancestry and must comply with all non-discrimination laws relating to same, including, without limitation, ensuring compliance with the following:

i. The Fair Housing Act (42 U.S.C. 3601 et seq.), as amended, and implementing regulations at 24 CFR Parts 100 and 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as amended, and implementing regulations issued at 24 CFR Part 1, which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin and require actions which affirmatively promote fair housing. Consultant must cooperate in the fulfillment and submission of any requirements related to certifying

compliance with obligations related to affirmatively furthering fair housing as set forth in 24 CFR 5.152.

ii. Equal Access in Accordance with Gender Identity (24 CFR § 5.106).

iii. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as amended, and implementing regulations at 24 CFR Part 146.

iv. Executive Order 11625, as amended by Executive Order 12007, relating to Minority Business Enterprises; Executive Order 12432, relating to Minority Business Enterprise Development; and Executive Order 12138, as amended by Executive Order 12608 relating to Women's Business Enterprise.

v. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR Part 8, which prohibit discrimination on the basis of age and discrimination against otherwise qualified individuals with disabilities.

vi. The Equal Employment Opportunity Act of 1972, as amended, and the regulations issued at 41 CFR chapter 60, which provide for the promotion and insuring of equal opportunity for all persons, without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, employed or seeking employment.

vii. The requirements of 2 CFR 200.321 requiring Consultant to make efforts when possible to use small, minority-owned, veteran-owned and women-owned business enterprises for any activities funded in connection with the Agreement or this Exhibit.

viii. Executive Order 11063, as amended by Executive Order 12259, and 24 CFR Part 107 ("Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"); The failure or refusal of Consultant to comply with the requirements of Executive Order 11063 or 24 CFR Part 107 shall be a proper basis for the imposition of sanctions specified in 24 CFR 107.60.

ix. Americans with Disabilities Act of 1990. Consultant must not discriminate against handicapped persons and must provide accessibility for handicapped persons in connection with the Agreement and the Project. Consultant must comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 CFR Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

x. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

xi. Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, et seq.), as amended;

xii. The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

xiii. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688), as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

xiv. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

xv. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

xvi. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; and

xvii. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.

F. Protections for Whistleblowers.

Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing, in accordance with 41 U.S.C. § 4712, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

G. Section 3 of the Housing and Urban Development Act of 1968.

Consultant acknowledges that any labor to be performed under the Agreement is being performed on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u ("**Section 3**"), 24 C.F.R. §§ 135.3(a)(2) and (a)(3). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. Consultant must comply with the provisions of Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development ("**Secretary**") as set forth in 24 CFR Part 75, and all applicable rules and orders of HUD issued thereunder as of or prior to the Agreement. Consultant further agrees to include these Section 3 requirements in any subcontracts executed under or funded by funds derived from the Agreement. Specifically, Consultant will include the following language in all subcontracts:

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the city in which the project is located."

i. Notice to Labor Organizations. Consultant must send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers' representative of its commitments under the Section 3 clause (set forth in "Include in Subcontracts" below)

and must post copies of the notice in conspicuous places available to employees and applicants for employment or training.

ii. Include in Subcontracts. Consultant must include a Section 3 clause in every contract and subcontract for work in connection with the Project and must, at the direction of the City, take appropriate action pursuant to the contract or subcontract upon a finding that the contractor or subcontractor is in violation of regulations issued at 24 CFR Part 75. Consultant must not contract or subcontract with any party where Consultant has notice or knowledge that such party has been found in violation of regulations under 24 CFR Part 75 and must not let any contract or subcontract unless the contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

iii. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement must be a condition of the federal financial assistance provided to the Project, binding upon the Consultant, its successors, and assigns. Failure to fulfill these requirements shall subject Consultant, its contractors and subcontractors, successors, and assigns to those sanctions as are specified by 24 CFR Part 75[11].

H. Conflicts of Interest.

In addition to any conflict of interest requirements required by the City in connection with the Project and 2 CFR Part 200, under 24 CFR 570.611[12] no person:

i. who (i) is an employee, agent, consultant, officer, or elected or appointed official of City, Consultant, or any state recipient, local government recipient, or nonprofit recipient (or of any designated public agency) that receives CDBG funds pursuant to the Agreement and (ii) exercises or has exercised any functions or responsibilities with respect to assisted activities, or

ii. who is in a position to participate in a decision making process or gain inside information with regard to such activities,

shall obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR 570.611(d).

Consultant also agrees to abide by the provisions of 24 CFR 570.611, which include, but are not limited to, the following:

i. Consultant must maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

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[11] Per 24 CFR 75.33(c), remedies and sanctions may be imposed by HUD "in accordance with the laws and regulations for the program under which the violation was found."

[12] 24 CFR 570.611 requires compliance with 2 CFR 200.317-.318 for recipients and subrecipients and compliance with 24 CFR 570.611 otherwise.

ii. No employee, officer, or agent of the Consultant shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, Consultant, or any designated public agency.

I. Drug Free Workplace (24 CFR § 5.105).

Consultant must comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, title v, subtitle D; 41 U.S.C. 701 *et seq*.) and implementing regulations at 2 CFR part 2429 and 2 CFR part 182, and maintain a drug-free work environment. The final rule, government-wide requirements for drug-free work place (grants), issued by the office of management and budget (2 CFR part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor must comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

J. Lead-Based Paint.

Consultant must comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (43 U.S.C. 4821–4846) and implementing regulations at 24 CFR Part 35, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and the implementing regulations at 24 CFR Part 35, Subparts A, B, J, K and R and 40 CFR part 745, including, without limitation, taking appropriate actions to protect occupants of residential dwellings from the hazards associated with lead-based paint abatement procedures.

K. Building Construction

If Consultant is performing activities required to develop and construct the Project, the Consultant must provide documentation that such activities performed for the Project, including all related buildings and facilities, are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68.

L. Environmental Laws

Consultant must comply with environmental standards that may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988 as interpreted in HUD regulations at 24 C.F.R. Part 55; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity

to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.), 40 C.F.R. Parts 6, 51, and 93; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Wild and Scenic Rivers Act of 1989 (16 U.S.C. § 1271 *et seq.*); (j) Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149; (k) Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq*.); (l) Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658); (m) applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); (n) HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979; (o) Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859. Consultant must include this requirement in all subcontracts under the Agreement.

M. Political Activities.

Consultant agrees that moneys paid under the Agreement must be used exclusively for performance of the work required under the Agreement, and that no funds made available under the Agreement shall be used to promote political activities as provided under 24 CFR 570.207. Further, Consultant agrees that it will not perform, nor permit to be performed, any political activities in connection with the Project or the Agreement.

Consultant is prohibited from using funds provided under the Agreement or personnel employed in the administration of the Project for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

N. Labor Standards (24 CFR § 570.603).

In addition to any other labor standards set forth in this Exhibit and the Agreement, Consultant must comply with 24 CFR part 70 with regard to the use of volunteers.

Consultant agrees that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with CDBG assistance, must comply with the requirements of the Davis-Bacon Act (40 USC, Chapter 3, Section 276a-276a-5) adopted by the Federal Agency pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Consultant of its obligation, if any, to require payment of the higher wage. The Consultant must cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

O. Eligibility restrictions for certain resident aliens and noncitizens (24 CFR § 570.613 and 24 CFR Part 5, Subpart E).

To the extent applicable to the Agreement, Consultant must comply with the restrictions on the provision of benefits to newly legalized aliens if applicable under 24 CFR § 570.613 and to noncitizens under 24 CFR Part 5, Subpart E.

P. Housing counseling (24 CFR § 570.615).

If Consultant provides housing counseling, as defined in 24 CFR 5.100, under the Agreement, the housing counseling must be carried out in accordance with 24 CFR 5.111.

Q. Records.

The following access to records requirements apply to the Agreement:

i. Consultant must maintain and provide to the City on request sufficient records to meet the requirements of 24 CFR §§ 570.506 – 570.507.

ii. Consultant agrees to provide the City, any Federal Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Consultant which are pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant must keep its books, documents, papers, and records available for this purpose for the longer of at least (i) five (5) years after the Agreement terminates or expires, (ii) following the completion of the closeout of the Agreement, or (iii) such longer time as the City specifies prior to the end of such 5-year period, provided, however, in the event of litigation, claim, or audit, the records must be retained until all litigation, claims, and audit findings involving the records have been fully resolved. This provision does not limit the applicable statute of limitations.

iii. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iv. Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

v. Consultant acknowledges and agrees that no language in the Agreement is intended to prohibit audits or internal reviews by the Federal Agency or its authorized representatives or the Comptroller General of the United States.

vi. Within ten (10) days of written request by the City, Consultant agrees to provide the City all relevant documentation pertaining to the Agreement to confirm compliance with Federal requirements, ensure the Agreement is achieving its purpose, and to respond to audits, as necessary.

vii. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action commences during this required retention period, all records must be retained until a full and final resolution of the action.

R. Reports.

Consultant must prepare and submit financial, Project progress, monitoring, evaluation, personnel, property, and financial records and other reports as required by City and in the format acceptable to City to assure proper accounting of all Federal and non-Federal project funds. Consultant must furnish such information that, in the judgment of the Director, may be relevant to questions of compliance with contractual conditions hereunder or granting agency directives, or with the effectiveness, legality, and goals of the Agreement. Consultant must establish a record keeping system which is consistent with 24 CFR 570.506.

S. Monitoring.

The City shall have the right to conduct periodic reviews, focusing on the extent to which the Project has been implemented and measurable goals achieved, effectiveness of any Project management, and impact of the Project, and other criteria as described in 24 CFR Part 570, Subpart O. Authorized representatives of City and HUD shall have the right of access to all activities and facilities operated by Consultant under the Agreement. "Facilities" include all files, records, and other documents related to the performance of the Agreement. Activities include attendance at staff, board of directors, advisory committee, and advisory board meetings and inspection by City and HUD representatives. Consultant must ensure that its employees, officers, managers, or board members furnish such information as, in the judgment of City and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the Project.

T. Public Access to Records and Privacy (24 CFR § 570.508).

Consultant must provide citizens with reasonable access to records regarding the use of CDBG funds in connection with the Project or the Agreement, consistent with applicable State and local laws regarding privacy and obligations of confidentiality and with 24 CFR 570.508 and 2 CFR 200.303. Consultant agrees and must ensure that no information about or obtained from any person in connection with the Project or the Agreement shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

U. Equal Participation of Faith-Based Organizations (24 CFR §§ 5.109; 570.200(j); 570.607).

Consultant must perform all activities under the Agreement in a manner that does not discriminate against an organization on the basis of the organization's religious character, affiliation, or lack thereof, or on the basis of the organization's religious exercise and, to the extent applicable, must comply with Executive Order 13279 (Equal Protection of Laws for Faith-Based and Community Organizations) and the implementing regulations at 41 CFR chapter 60.

V. Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking and Trafficking

Consultant must comply with the applicable protections provided to victims of domestic violence, dating violence, sexual assault, and stalking set forth in Title 24, Part 5, subpart L.

Consultant must comply with the applicable requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Consultant from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the Agreement.

II. REQUIREMENTS TO IMPLEMENT GENERAL FEDERAL LAWS

A. Historic Preservation (16 U.S.C. § 470; 16 U.S.C. § 469a-1 et seq.)

Consultant must assist the City, as applicable, in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq); 36 C.F.R. Part 800; and The Reservoir Salvage Act of 1960, as amended by the

Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq),* particularly section 3 (16 U.S.C. § 469a-1).

B. Energy Policy and Conservation Act (42 U.S.C. § 6201).

Consultant must comply, as applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

C. Hatch Act

Consultant agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Chapter 15.

D. Coastal Barriers.

Consultant must comply, as applicable, with the Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., which provides that no financial assistance under the Agreement may be made available within the Coastal Barrier Resources System.

E. Federal Government not a Party.

Consultant acknowledges that the Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the City, Consultant, or any other party pertaining to any matter resulting from the Agreement.

F. False Statements.

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to the Agreement. False statements or claims may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

G. Logos.

Consultant must not use the Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any Federal Agency officials without specific Federal Agency pre-approval.

H. Debts Owed to the City.

Any funds paid to Consultant (1) in excess of the amount to which Consultant is finally determined to be authorized to retain under the terms of its award from Treasury; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to

be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by the Consultant shall constitute a debt to the City and to the Federal government.

Any debts determined to be owed to the City must be paid promptly by Consultant for repayment to the federal government.

A debt is delinquent if it has not been paid by the date specified in the City's initial written demand for payment, unless other satisfactory arrangements have been made or if the Consultant knowingly or improperly retains funds that are a debt as defined in this paragraph. The City will take any actions available to it to collect such a debt.

I. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating Consultant-owned, rented, or personally-owned vehicles.

J. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving.

III. 2 CFR PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, INCLUDING APPENDICES

Consultant must comply with the applicable requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), including all appendices, other than such provisions as Treasury may determine are inapplicable to the Agreement and subject to such exceptions as may be otherwise provided by Treasury. All Appendices and Subparts E – Cost Principles and F – Audit Requirements of the Uniform Guidance implementing the Single Audit Act apply to the Agreement, including, but not limited, to the following:

A. Appendix II to Part 200 (A) – Remedies.

The administrative, contractual, or legal remedies in the Agreement and in the Funding Law, Regulations, and Guidelines apply when the Consultant defaults, violates, or breaches the Agreement.

B. Appendix II to Part 200 (B) - Termination for Cause/Convenience.

The parties must comply with the termination for cause provision and the termination for convenience provision set forth in this Exhibit.

C. Appendix II to Part 200 (C) – Equal Employment Opportunity

The Agreement meets the definition of a "federal assisted construction contract" in 41 CFR § 60-1.3, During the performance of the Agreement, Consultant agrees as follows:

i. Consultant must not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant must take affirmative action to ensure that applicants are employed, including, but not limited to, implementing the principles in Executive Order 11246, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender

identity, or national origin. Consultant must include the requirements of this section in all subcontracts. Such action shall include, but not be limited to the following:

ii. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this clause.

iii. Consultant must, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iv. Consultant must not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

v. Consultant must send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Consultant's commitments under this section and must post copies of the notice in conspicuous places available to employees and applicants for employment.

vi. Consultant must comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vii. Consultant must furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and must permit access to books, records, and accounts by the Federal Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

viii. In the event of Consultant's noncompliance with the nondiscrimination clauses of the Agreement or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

ix. Consultant must include the requirements of the preceding subparagraphs of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Consultant. Consultant must take such action with respect to any subcontract or purchase order as the Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

D. Appendix II to Part 200 (D), (E) – Davis-Bacon Act; Contract Work Hours and Safety Standards Act.

Consultant must comply, as applicable, with 40 U.S.C. 3141-3148, 40 U.S.C. 3701-3708, and 29 CFR pt. 5 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act).

E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

If Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the Agreement, the Consultant must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency.

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

In addition to generally applicable environmental laws, the Consultant must comply with the following:

i. Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Agency and the appropriate Environmental Protection District Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

ii. Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension (See also 24 CFR § 5.105).

i. The Agreement is a covered transaction for purposes of 2 CFR pt. 180. As such Consultant is required to verify that none of the Consultant’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii. Consultant must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 2424 and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. Consultant must certify that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant further agrees to notify the City in writing immediately if Consultant or any of its contractors or subcontractors are not in compliance during the term of the Agreement. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 2424 in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. Consultant agrees to comply with the requirements of 2 CFR pt. 180, subpart C throughout the Agreement. The Consultant further agrees to include a provision requiring such compliance in its subcontracts.

v. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under the Agreement are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of the Agreement.

H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act (See also 24 CFR § 5.105; Appendix A to 24 CFR part 87).

Consultant must submit to the City a certification as required by law which provides that Consultant certifies and requires subcontractors to certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant and each of Consultant's subcontractors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be immediately forwarded to the City.

I. Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials.

i. Consultant must comply, as applicable, with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

ii. In the performance of the Agreement, Consultant must make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (1) Competitively within a timeframe providing for compliance with the Agreement

performance schedule; (2) Meeting Agreement performance requirements; or (3) At a reasonable price.

iii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iv. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

i. Consultant must not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under the Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ii. See Public Law 115-232, section 889 for additional information.

iii. Subcontracts. Consultant must include the substance of this section, including this paragraph, in all subcontracts and other contractual instruments.

K. Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement.

Consultant must, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts. For purposes of this section:

i. "Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. ‘‘Manufactured products’’ means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. Compliance with Subpart D of 2 CFR part 200.

Materials, supplies and services procured in connection with activities under the Agreement must be procured, used, managed, and disposed in accordance with the requirements in Subpart D of 2 CFR part 200, as modified and supplemented by 24 CFR 570.502.

M. Patents and Copyrights (2 CFR 200.315).

Consultant acknowledges and agrees that the City and HUD each reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

i. The copyright in any work developed under the Agreement;

ii. Any rights of copyright to which Consultant purchases ownership with proceeds from the Agreement;

iii. The patent for any invention developed under the Agreement; and

iv. Any rights in any patent to which Consultant purchases ownership with proceeds from the Agreement.

N. Conflicts of Interest Prohibited (2 CFR § 200.112; 24 CFR § 570.611).

Pursuant to 2 CFR § 200.112 and 24 CFR § 570.611, Consultant must comply with the requirements, prohibitions, and limitations of the City’s conflict of interest policies, rules, or regulations and state and federal common law regulating conflicts of interest.

v. In the procurement of supplies, equipment, construction, and services by the Consultant, the conflict of interest provisions in 2 CFR Part 200, Subpart B - General Provisions, shall apply.

vi. In all cases not governed by 2 CFR Part 200, Subpart B, the provisions of this section shall apply, unless the Federal Agency grants an exception. Such cases include, but may not be limited to, the acquisition and disposition of real property and the provision of assistance by the Consultant, by its contractors, subcontractors, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities).

vii. No person who is an employee, agent, consultant, officer, or elected or appointed official of the City or of any designated public agency; contractor; subcontractor; or subrecipient which receives funds under the Funding Law, Regulations and Guidelines who exercise or have exercised any functions or responsibilities with respect to federal activities or who are in a position to participate in a decision-making process or gain inside information with regard to federal assisted activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter with respect to the federal assisted activity, or with respect to the proceeds of the federal assisted activity.

viii. Disclosure of potential conflicts of interest. As soon as possible after learning of such conflict, Consultant must disclose in writing to the City any potential conflict of interest.

O. Mandatory Disclosure (2 CFR § 200.113, 41 U.S.C. § 2313).

Consultant must disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement. Failure to make required disclosures constitutes a breach of the Agreement. During the term of the Agreement, Consultant must submit the information to the City about each proceeding that:

i. Is in connection with the Agreement or performance of work or services for the Project, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1) A criminal proceeding that resulted in a conviction;

2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

3) An administrative proceeding, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4) Any other criminal, civil, or administrative proceeding if:

a. It could have led to an outcome described above;

b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Consultant's part; and

c. The requirement to disclose information about the proceeding does not conflict with applicable laws and regulations.

P. Internal Controls (2 CFR § 200.303).

Consultant must take reasonable measures to safeguard protected personally identifiable information and other information considered to be sensitive consistent with applicable Federal, State, and local laws regarding privacy and responsibility over confidentiality.

Q. Accessibility and Nondiscrimination.

In addition to any other accessibility and nondiscrimination laws in the Agreement and Exhibit, Consultant must adhere to the accessibility and nondiscrimination requirements set forth in state and federal law applicable to the Agreement and Project, including but not limited to the following:

i. Uniform Federal Accessibility Standards;

ii. 24 CFR Part 8, or HUD's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Notice");

iii. 24 CFR part 8.26; and

iv. Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157).

R. Protections for Whistleblowers (2 CFR § 200.217).

Consultant is responsible for complying with all requirements of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and also requirements implementing the Act at 2 CFR parts 25 and 170. This also includes statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. Consultant must inform its subcontractors and employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

> An employee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

S. Contracting with Small, Veteran-owned, Minority-owned and Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR § 200.321).

If Consultant intends to subcontract any portion of the work covered by the Agreement, Consultant shall ensure that small, minority-owned and veteran-owned businesses, women's business enterprises and labor surplus area firms (collectively, "MWVSBEs") are considered and used when possible. Consideration includes Consultant taking and documenting the following steps:

i. Placing qualified MWVSBEs on solicitation lists (ex., the Texas Comptroller maintains a list of Historically Underutilized Businesses searchable by type and geographic area at: https://mycpa.cpa.state.tx.us/tpasscmblsearch/);

ii. Assuring that MWVSBEs are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MWVSBEs ;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by MWVSBEs; and

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring this clause in any subcontracts.

T. Minimum Bonding Requirements (2 CFR § 200.326)

If the Agreement involves construction or facility improvements for the Project in excess of the simplified acquisition threshold, as that term is defined in 2 CFR 200 subpart A, Consultant must maintain a performance bond for 100 percent (100%) of the contract price to secure fulfillment of all the Agreement's requirements.

U. Certification Regarding Lobbying (2 CFR § 200.450; 24 CFR § 5.105; 24 CFR part 87 31 U.S.C. § 1352)

Consultant must comply with the requirements of 31 U.S.C. § 1352, 2 CFR § 200.450, and 24 CFR 87. Consultant must submit the certification regarding lobbying as required by law to the City. Consultant must include language in all contracts, subcontracts, and other agreements requiring that all parties to same to certify and disclose that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IV. DAVIS BACON ACT; CONSTRUCTION CONTRACT LABOR CLAUSES

Consultant acknowledges that the Project, including any contract with a prime general contractor on the Project (Contract) and any reference to Federal Requirements in the project manual, is subject to the following labor requirements:

A. Davis-Bacon Act (Prevailing Wage)

If this Contract is a prime construction contract in excess of $2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

i. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

ii. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

iii. Additionally, contractors are required to pay wages not less than once a week.

B. Compliance with Contract Work Hours and Safety Standards Act.

If the Contract is in excess of $100,000 the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

i. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

iii. **Withholding for Unpaid Wages and Liquidated Damages**. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other

C. Compliance with Copeland "Anti-Kickback" Act.

If the Contract is a contract for construction or repair work in excess of $2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti- Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

i. **Contractor**. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract.

ii. **Subcontracts**. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. **Breach**. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

(1) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

EXHIBIT E
CONFLICT OF INTEREST AND BYRD ANTI-LOBBYING CERTIFICATION

The undersigned consultant ("Consultant") certifies, to the best of their knowledge and belief, the following certification and disclosure regarding payments to influence certain transactions involving federal funds:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. As required under 24 CFR 570.611, no employee, agent, consultant, officer, contractor or elected or appointed official of the City who exercises or has exercised any functions or responsibilities with respect to federally-assisted activities of the City, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted with federal funds provide by the City, has a financial interest or benefit from the Agreement with the undersigned Consultant; nor has a financial interest in the Agreement with Consultant, nor any of Consultant's subcontracts under the Agreement; nor has a financial interest in the proceeds derived from the Agreement, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
4. As required under 2 CFR 200.318 and the City's Conflict of Interest Policy, no member of the City Council has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in this Agreement with the Consultant, or is financially interested, directly or indirectly, in the sale to, or purchase from, the City of any land, materials, supplies, or services except on behalf of the City; provided, however that the provisions of this section shall only be applicable when the stock owned by the member of City Council exceeds one percent (1%) of the total capital stock of the corporation; AND no member of City Council, nor any officer or employee of the City of College Station, has accepted, directly or indirectly, any gift, privilege, or employment from the Consultant, except as may be authorized by law or ordinance; AND no employee, officer, agent, member of City Council or board member, nor any member of their immediate family, their partner, or an organization that employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from the selection, award, or administration of this Agreement, nor has accepted from Consultant, Consultant's employees, agents or officers gratuities, favors, or anything of

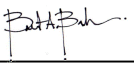
monetary value.

5. The Consultant shall require that the language of this certification be included in all contracts and subcontracts and require that all contractors and subcontractors of Consultant certify and disclose accordingly any real or apparent conflict of interest, lobbying activity, or other activity listed above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN $10,000 AND NOT MORE THAN $100,000 FOR EACH SUCH FAILURE.

The Consultant, as represented by an authorized representative with authority to bind Consultant and make the above representations on behalf of Consultant, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Consultant Company Name:	Studio 16:19,LLC
Authorized Signature:	
Name of Authorized Official:	Brent A Baker
Title:	Principal Partner + Founder
Date:	5/8/2026

May 18, 2026
Item No. 7.13.
On-Street Parking Removal for 603 Cherry Street

Sponsor: Carl Ahrens, Staff Planner

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance amending Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time" by removing parking on the northwest side of Cherry Street between Nagle Street and Tauber Street, of the code of ordinances of the City of College Station, Texas.

Relationship to Strategic Goals:

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

Summary: The proposed ordinance provides no parking anytime along the northwest side of Cherry Street between Nagle Street and Tauber Street. The parking removal is needed to ensure the Fire Department has adequate fire access to the proposed high-rise project at the corner of Cherry Street and Nagle Street. The high-rise project will include parking for their project within their building.

The applicant hosted a public meeting on April 14, 2026 and there were approximately 13 attendees from the "Islamic Community of Bryan-College Station (ICBCS)" and expressed concerns regarding losing parking in the area.

Budget & Financial Summary:

Attachments:
1. 603 Cherry Street Parking Removal
2. Cherry Street On-Street Parking Removal Exhibit

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1014 "TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING ANY TIME" BY REMOVING PARKING ON THE NORTHWEST SIDE OF CHERRY STREET BETWEEN NAGLE STREET AND TAUBER STREET, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 18th day of May, 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," is hereby amended with the following:

Traveling on	***Between***	***Travel Direction***	
Cherry Street	Nagle Street and Tauber Street	Southwest	No parking any time

Cherry Street On-Street Parking Removal

May 18, 2026, City Council

Parking Removal:



NORTH

May 18, 2026
Item No. 7.14.
AFA for Holleman Drive and Anderson Street

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution approving an Advance Funding Agreement for Highway Safety Improvement Program Off-System between the City of College Station and the State of Texas, acting through the Department of Transportation for the City's participation in the installation of sidewalks along Holleman Drive and Anderson Street.

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Improving Mobility

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

Summary: Texas Department of Transportation (TXDOT) Highway Safety Improvement Program (HSIP) funds will be used by TXDOT for this 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) using City funds, while TXDOT will manage and fund the construction phase of the project.

This item is a resolution approving and authorizing the city manager to execute an Advance Funding Agreement (AFA) for the project. A professional services contract with DCCM, LLC was awarded at the April 23, 2026 meeting for the engineering design of the project. Upon completion of the design, TXDOT will assume responsibility for bidding, construction, and construction management of the project. As part of the agreement, design costs are estimated at $96,000 (responsibility of City of College Station). Construction and other direct costs are estimated at $345,690 (responsibility of TXDOT).

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.

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.

Attachments:
1. Resolution AFA HSIP Holleman and Anderson
2. Holleman Dr. Sidewalk Project AFA ID Z00011671_2.10.26
3. Holleman and Anderson - Sidewalks Exhibit

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") FOR SIDEWALKS ALONG HOLLEMAN DRIVE AND ANDERSON STREET.

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116752 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as installation of a sidewalk along Holleman Drive, between Village Drive and Anderson Street (the "Project"); and

WHEREAS, the City of College Station desires to participate in the Project by funding portions of the Project including environmental and engineering costs, including cost overruns, if any, for the installation of the sidewalk improvements; and

WHEREAS, the City of College Station desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

PART 1: That the City Council hereby approves the agreement with TxDOT to contribute certain costs associated with the Project.

PART 2: That the City Council hereby authorizes the City Manager to execute the agreement.

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

ADOPTED this____day of_____, A.D. 2026.

ATTEST: APPROVED:

_____ _____
City Secretary MAYOR

APPROVED:

_____
City Attorney

TxDOT:					Federal Highway Administration:	
CCSJ #	0917-29-151	AFA ID	Z00011671		CFDA No.	20.205
AFA CSJs	0917-29-151				CFDA Title	Highway Planning and Construction
District #	17-BRY	Code Chart 64#	09050- City of College Station			
Project Name	Holleman Drive Sidewalk				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of College Station**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **installation of a sidewalk along Holleman Drive, between Village Drive and Anderson Street.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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TxDOT:					Federal Highway Administration:	
CCSJ #	0917-29-151	AFA ID	Z00011671		CFDA No.	20.205
AFA CSJs	0917-29-151				CFDA Title	Highway Planning and Construction
District #	17-BRY	Code Chart 64#	09050- City of College Station			
Project Name	Holleman Drive Sidewalk				*AFA Not Used For Research & Development*	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government***	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**Local Government***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the design and construction of a sidewalk along Holleman Drive, between Village Drive and Anderson Street including tie-in work along Anderson Street as shown on Attachment A Location Map.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of

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Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to

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adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as

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acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any

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cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

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10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was

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on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real

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property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of College Station ATTN: Director of Public Works P.O. Box 9960 College Station, TX 77842	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

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and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-

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14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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TxDOT:					Federal Highway Administration:	
CCSJ #	0917-29-151	AFA ID	Z00011671		CFDA No.	20.205
AFA CSJs	0917-29-151				CFDA Title	Highway Planning and Construction
District #	17-BRY	Code Chart 64#	09050- City of College Station			
Project Name	Holleman Drive Sidewalk				*AFA Not Used For Research & Development*	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

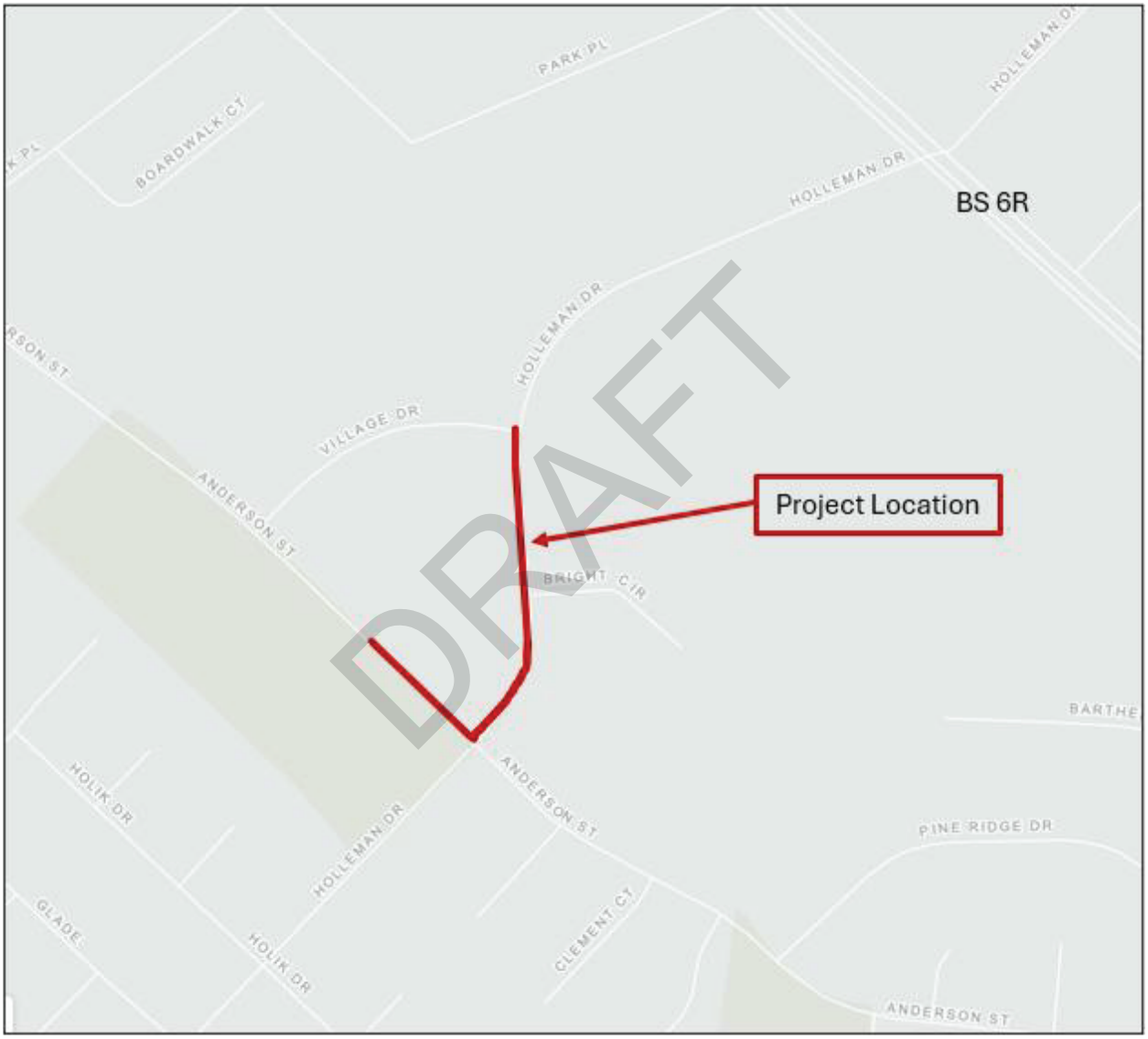
Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

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TxDOT:					Federal Highway Administration:	
CCSJ #	0917-29-151	AFA ID	Z00011671		CFDA No.	20.205
AFA CSJs	0917-29-151				CFDA Title	Highway Planning and Construction
District #	17-BRY	Code Chart 64#	09050- City of College Station			
Project Name	Holleman Drive Sidewalk				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0917-29-151	AFA ID	Z00011671		CFDA No.	20.205
AFA CSJs	0917-29-151				CFDA Title	Highway Planning and Construction
District #	17-BRY	Code Chart 64#	09050- City of College Station			
Project Name	Holleman Drive Sidewalk				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

The Local Government will be responsible for 100% of the costs and overruns for utilities, environmental, engineering and right of way. Construction costs will be allocated based on 100% Federal funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the construction cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Utilities (By LG)	$0	0%	$0	0%	$0	0%	$0
Environmental (By LG)	$0	0%	$0	0%	$0	0%	$0
Engineering (By LG)	$96,000	0%	$0	0%	$0	100%	$96,000
Construction (By State)	$321,915	100%	$321,915	0%	$0	0%	$0
Right of Way (By LG)	$0	0%	$0	0%	$0	0%	$0
Subtotal	**$417,915**		**$321,915**		**$0**		**$96,000**
Utilities (Direct State Cost)	$1,803	0%	$0	100%	$1,803	0%	$0
Environmental (Direct State Cost)	$1,577	0%	$0	100%	$1,577	0%	$0
Engineering (Direct State Cost)	$3,380	0%	$0	100%	$3,380	0%	$0
Construction (Direct State Cost)	$13,520	0%	$0	100%	$13,520	0%	$0
Right of Way (Direct State Cost)	$2,253	0%	$0	100%	$2,253	0%	$0
Indirect State Costs (5.51%)	$1,242	0%	$0	100%	$1,242	0%	$0
TOTAL	**$441,690**		**$321,915**		**$23,775**		**$96,000**

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Initial payment by the Local Government to the State: $0.00
Payment by the Local Government to the State before construction: $0.00
Estimated total payment by the Local Government to the State $0.00
This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	0917-29-151	AFA ID	Z00011671		CFDA No.	20.205
AFA CSJs	0917-29-151				CFDA Title	Highway Planning and Construction
District #	17-BRY	Code Chart 64#	09050- City of College Station			
Project Name	Holleman Drive Sidewalk				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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SCALE: NTS

CONCEPTUAL LAYOUT

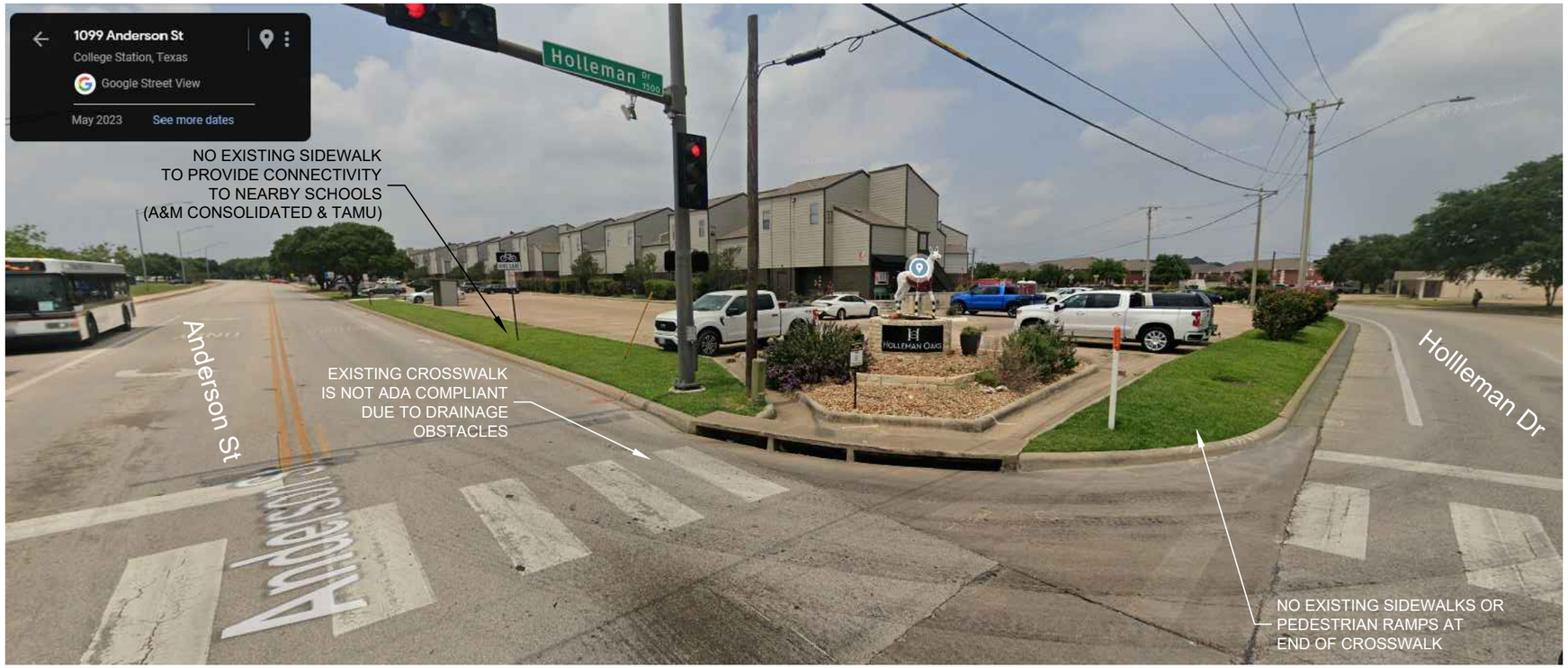
SIDEWALKS ALONG HOLLEMAN DR AND ANDERSON ST

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

May 18, 2026
Item No. 7.15.
Advance Funding Agreement for SH 6 Widening Aesthetic Enhancements

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution approving an Advance Funding Agreement in the amount of $562,770.02 between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TXDOT) for the city's contribution for various aesthetic enhancements to the State Highway 6 Central Widening Project.

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Improving Mobility

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

Summary: As part of the SH 6 widening project, the city has requested additional improvements beyond the standard that TXDOT provides. This includes landscaping enhancements at the University Drive/FM 60 intersection. These enhancements include various plantings, hardscapes, and irrigation systems. Other improvements include the powder coating of select signal poles, pedestrian poles, and roadway illumination poles.

The landscaping enhancements were presented to the Council on November 20, 2023. Several options were presented, including landscape additions at several intersections and adding additional tree plantings along the corridor. Council's direction was to proceed with landscaping enhancements at University Drive and additional tree plantings beyond the standard number TXDOT would plant. In the presentation to the Council, this was known as Option 3a (see attached summary slide). The city's responsibility will include the cost to install the landscaping and irrigation, as well as the future maintenance of both the landscaped areas and tree planting areas (the Landscape Maintenance Agreement is also on the agenda for Council consideration). TXDOT will be responsible for overseeing the installation of both these items and the cost of the tree plantings by TXDOT's contractor for the project.

Furthermore, the city's standard of bronze powder coating for signal, pedestrian, and illumination poles is above the standard the TXDOT provides. Because of this, the city is responsible for the additional cost of the powder-coating. However, TXDOT will cover the cost of any replacement of the current powder-coated poles, meaning the city is only responsible financially for added poles as part of the project.

This Advance Funding Agreement specifies the city's responsibility for all of these items. This includes $413,240.31 for installation of landscaping enhancements and $53,750 for powder coating of various poles. Also included is $95,779.71 in direct and indirect state costs for a total amount of $562,770.02.

Budget & Financial Summary: Funds were added as part of FY26 Budget Amendment No. 1 to the General Fund. A total of $600,000 is available for this item and related expenses.

Attachments:

1. Resolution AFA SH 6
2. City of CS DRAFT AFA VolTIP_V3
3. Landscape Enlargement Plans
4. SH 6 Proposed Summary of Work

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") FOR PARTICIPATION IN THE COST OF CERTAIN AESTETIC IMPROVEMENTS TO THE STATE HIGHEAY 6 CENTRAL WIDENING PROJECT.

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116752 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as SH 6 Central Widening (the "Project"); and

WHEREAS, the City of College Station desires to participate in the Project by funding portions of the Project, including cost overruns, if any, for the installation of certain aesthetic improvements, including landscape enhancements and powder coating to signal poles, pedestrian poles, and roadway illumination poles that are beyond the standard finish provided by TxDOT for these elements; and

WHEREAS, the City of College Station desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

PART 1: That the City Council hereby approves the agreement with TxDOT to contribute certain costs associated with the Project.

PART 2: That the City Council hereby authorizes the City Manager to execute the agreement.

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

ADOPTED this____day of_____, A.D. 2026.

ATTEST: APPROVED:

_____ _____

City Secretary MAYOR

APPROVED:

_____

City Attorney

CCSJ #		**0049-12-110**	
AFA CSJs		**0049-12-110, 0050-02-117**	
District #	**17 - BRY**	**AFA ID**	**Z00011888**
Code Chart 64 #		**09050 – City of College Station**	
Project Name		**Aesthetic Enhancements to SH 6 Central Widening**	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH ON-SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of College Station**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement generally described as SH 6 Central Widening; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **aesthetic enhancements to the SH 6 Central Widening Project** (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

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CCSJ #		**0049-12-110**	
AFA CSJs		**0049-12-110, 0050-02-117**	
District #	**17 - BRY**	**AFA ID**	**Z00011888**
Code Chart 64 #		**09050 – City of College Station**	
Project Name		**Aesthetic Enhancements to SH 6 Central Widening**	

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.

C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

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maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

A. This agreement may be terminated in the following manner:
   1. By mutual written agreement and consent of both parties;
   2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
   3. By the State if it determines that the performance of the Project is not in the best interest of the State.

B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	**State:**
City of College Station ATTN: Director of Public Works P.O. Box 9960 College Station, TX 77842	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

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14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

DRAFT

CCSJ #	**0049-12-110**		
AFA CSJs	**0049-12-110, 0050-02-117**		
District #	**17 - BRY**	**AFA ID**	**Z00011888**
Code Chart 64 #	**09050 – City of College Station**		
Project Name	**Aesthetic Enhancements to SH 6 Central Widening**		

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

DRAFT

CCSJ #	0049-12-110		
AFA CSJs	0049-12-110, 0050-02-117		
District #	17 - BRY	AFA ID	Z00011888
Code Chart 64 #	09050 – City of College Station		
Project Name	Aesthetic Enhancements to SH 6 Central Widening		

ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

CSJ 0049-12-110
(SH 6 from SH 21 to BS 6R South)

At the request of the Local Government the State will provide additional landscape enhancements and powder coating to signal poles/mast arms, pedestrian poles, and roadway illumination poles in the SH 6 Central Widening project. The Project aesthetic enhancements are beyond the standard finish provided by the State for these elements. The Local government is responsible for 100% of all costs and overruns for the Project.

Item Number	Description	Unit	Quantity	Unit Price	Local participation	
					%	Cost
Detailed Below	Intersection Plantings + Irrigation (Enlargement Plan "G")	LS	1	$ 13,638.49	100%	$ 13,638.49
	Intersection Plantings + Irrigation (Enlargement Plan "H")	LS	1	$ 16,803.97	100%	$ 16,803.97
	Intersection Plantings + Irrigation (Enlargement Plan "I")	LS	1	$ 16,803.97	100%	$ 16,803.97
	Intersection Plantings + Irrigation (Enlargement Plan "J")	LS	1	$ 16,803.97	100%	$ 16,803.97
	Intersection Plantings + Irrigation (Enlargement Plan "K")	LS	1	$ 16,803.97	100%	$ 16,803.97
	Intersection Plantings + Irrigation (Enlargement Plan "L")	LS	1	$ 101,265.32	100%	$ 101,265.32
	Intersection Plantings + Irrigation (Enlargement Plan "M")	LS	1	$ 126,270.03	100%	$ 126,270.03
	Intersection Plantings + Irrigation (Enlargement Plan "N")	LS	1	$ 28,283.71	100%	$ 28,283.71
	Intersection Plantings + Irrigation (Enlargement Plan "O")	LS	1	$ 16,361.62	100%	$ 16,361.62
0170-6007	Irrigation System (Install) ***(does not include city taps, fees and permits)***	LS	0.126	$ 477,819.53	100%	$ 60,205.26
N/A	Additional Cost for Powder Coating (Signal Poles/ Mast Arms)	EA	10	$ 2,500.00	100%	$ 25,000.00
N/A	Additional Cost for Powder Coating (Pedestrian Poles)	EA	9	$ 750.00	100%	$ 6,750.00
N/A	Additional Cost for Powder Coating (Roadway Illumination Poles)	EA	8	$ 750.00	100%	$ 6,000.00

DRAFT

CCSJ #	**0049-12-110**		
AFA CSJs	**0049-12-110, 0050-02-117**		
District #	**17 - BRY**	**AFA ID**	**Z00011888**
Code Chart 64 #	**09050 – City of College Station**		
Project Name	**Aesthetic Enhancements to SH 6 Central Widening**		

Direct State Construction Costs	**$**	**450,990.31**
Direct State Costs - Construction Engineering and Contingencies (15%)	100%	$ 67,648.55
Indirect State Costs (5.51%)	100%	$ 24,849.57
Subtotal	**$**	**543,488.42**

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CCSJ #	**0049-12-110**		
AFA CSJs	**0049-12-110, 0050-02-117**		
District #	**17 - BRY**	**AFA ID**	**Z00011888**
Code Chart 64 #	**09050 – City of College Station**		
Project Name	**Aesthetic Enhancements to SH 6 Central Widening**		

CSJ 0050-02-117
(SH 6 from BS 6R South to SH 40)

At the request of the Local Government the State will provide powder coating to signal poles/mast arms and pedestrian poles in the SH 6 Central Widening project. The Project aesthetic enhancements are beyond the standard finish provided by the State for these elements. The Local government is responsible for 100% of all costs and overruns for the Project.

Item Number	Description	Unit	Quantity	Unit Price	Local participation	
					%	Cost
N/A	Additional Cost for Powder Coating (Signal Poles/ Mast Arms)	EA	4	$ 2,500.00	100%	$ 10,000.00
N/A	Additional Cost for Powder Coating (Pedestrian Poles)	EA	8	$ 750.00	100%	$ 6,000.00
Direct State Construction Costs					**$**	**16,000.00**
Direct State Costs - Construction Engineering and Contingencies (15%)					100%	$ 2,400.00
Indirect State Costs (5.51%)					100%	$ 881.60
				Subtotal	**$**	**19,281.60**
				Total	**$**	**562,770.02**

Estimated total payment by the Local Government to the State: $562,770.02

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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CCSJ #	**0049-12-110**		
AFA CSJs	**0049-12-110, 0050-02-117**		
District #	**17 - BRY**	**AFA ID**	**Z00011888**
Code Chart 64 #	**09050 – City of College Station**		
Project Name	**Aesthetic Enhancements to SH 6 Central Widening**		

Additional details:

ENLARGEMENT PLAN "G" - FM 60 (UNIVERSITY DR)					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Cost**	**Subtotal**
0192-6023	15 gallon Ornamental Trees: Vitex angus-castus	14	EA	$ 235.17	$ 3,292.38
0192-6002	1 gallon shrubs: drought resistant / heat tolerant (Prairie Verbena) @ 18" o.c	128	EA	$ 16.43	$ 2,103.04
0192-6063	Planting Bed Soil (Plant Bed Prep)	28	SY	$ 6.16	$ 172.48
0161-6022	Planting Bed Soil (Compost)	28	SY	$ 4.47	$ 125.16
1006-6001	Planting Bed Soil (Soil Amendment)	28	SY	$ 0.77	$ 21.56
0192-6097	12" Concrete Mow Strip	63	LF	$ 32.04	$ 2,018.52
1002-6026	Limestone Block Seating (2x2x6)	3	EA	$1,968.45	$ 5,905.35
				SUBTOTAL FOR ENLARGEMENT PLAN "G"	$ 13,638.49

ENLARGEMENT PLAN "H" - FM 60 (UNIVERSITY DR)					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Cost**	**Subtotal**
0192-6023	15 gallon Ornamental Trees: Desert Willow	6	EA	$ 235.17	$ 1,411.02
0192-6002	1 gallon shrubs: drought resistant / heat tolerant (Purple Trailing Lantana) @ 18" o.c	158	EA	$ 16.43	$ 2,595.94
0192-6003	3 gallon shrubs: drought resistant / heat tolerant (Brakelights Red Yucca) @ 24" o.c	172	EA	$ 32.71	$ 5,626.12
0192-6063	Planting Bed Soil (Plant Bed Prep)	202	SY	$ 6.16	$ 1,244.32
0161-6022	Planting Bed Soil (Compost)	202	SY	$ 4.47	$ 902.94
1006-6001	Planting Bed Soil (Soil Amendment)	202	SY	$ 0.77	$ 155.54
0192-6097	12" Concrete Mow Strip	108	LF	$ 32.04	$ 3,460.32
0192-6067	Steel Edging	119	LF	$ 11.83	$ 1,407.77
				SUBTOTAL FOR ENLARGEMENT PLAN "H"	$ 16,803.97

DRAFT

CCSJ #	**0049-12-110**		
AFA CSJs	**0049-12-110, 0050-02-117**		
District #	**17 - BRY**	**AFA ID**	**Z00011888**
Code Chart 64 #	**09050 – City of College Station**		
Project Name	**Aesthetic Enhancements to SH 6 Central Widening**		

ENLARGEMENT PLAN "I" - FM 60 (UNIVERSITY DR)					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Cost**	**Subtotal**
0192-6023	15 gallon Ornamental Trees: Desert Willow	6	EA	$ 235.17	$ 1,411.02
0192-6002	1 gallon shrubs: drought resistant / heat tolerant (Purple Trailing Lantana) @ 18" o.c	158	EA	$ 16.43	$ 2,595.94
0192-6003	3 gallon shrubs: drought resistant / heat tolerant (Brakelights Red Yucca) @ 24" o.c	172	EA	$ 32.71	$ 5,626.12
0192-6063	Planting Bed Soil (Plant Bed Prep)	202	SY	$ 6.16	$ 1,244.32
0161-6022	Planting Bed Soil (Compost)	202	SY	$ 4.47	$ 902.94
1006-6001	Planting Bed Soil (Soil Amendment)	202	SY	$ 0.77	$ 155.54
0192-6097	12" Concrete Mow Strip	108	LF	$ 32.04	$ 3,460.32
0192-6067	Steel Edging	119	LF	$ 11.83	$ 1,407.77
				SUBTOTAL FOR ENLARGEMENT PLAN "I"	$ 16,803.97

ENLARGEMENT PLAN "J" - FM 60 (UNIVERSITY DR)					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Cost**	**Subtotal**
0192-6023	15 gallon Ornamental Trees: Desert Willow	6	EA	$ 235.17	$ 1,411.02
0192-6002	1 gallon shrubs: drought resistant / heat tolerant (Purple Trailing Lantana) @ 18" o.c	158	EA	$ 16.43	$ 2,595.94
0192-6003	3 gallon shrubs: drought resistant / heat tolerant (Brakelights Red Yucca) @ 24" o.c	172	EA	$ 32.71	$ 5,626.12
0192-6063	Planting Bed Soil (Plant Bed Prep)	202	SY	$ 6.16	$ 1,244.32
0161-6022	Planting Bed Soil (Compost)	202	SY	$ 4.47	$ 902.94
1006-6001	Planting Bed Soil (Soil Amendment)	202	SY	$ 0.77	$ 155.54
0192-6097	12" Concrete Mow Strip	108	LF	$ 32.04	$ 3,460.32
0192-6067	Steel Edging	119	LF	$ 11.83	$ 1,407.77
				SUBTOTAL FOR ENLARGEMENT PLAN "J"	$ 16,803.97

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CCSJ #	**0049-12-110**		
AFA CSJs	**0049-12-110, 0050-02-117**		
District #	**17 - BRY**	**AFA ID**	**Z00011888**
Code Chart 64 #	**09050 – City of College Station**		
Project Name	**Aesthetic Enhancements to SH 6 Central Widening**		

ENLARGEMENT PLAN "K" - FM 60 (UNIVERSITY DR)					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Cost**	**Subtotal**
0192-6023	15 gallon Ornamental Trees: Desert Willow	6	EA	$ 235.17	$ 1,411.02
0192-6002	1 gallon shrubs: drought resistant / heat tolerant (Purple Trailing Lantana) @ 18" o.c	158	EA	$ 16.43	$ 2,595.94
0192-6003	3 gallon shrubs: drought resistant / heat tolerant (Brakelights Red Yucca) @ 24" o.c	172	EA	$ 32.71	$ 5,626.12
0192-6063	Planting Bed Soil (Plant Bed Prep)	202	SY	$ 6.16	$ 1,244.32
0161-6022	Planting Bed Soil (Compost)	202	SY	$ 4.47	$ 902.94
1006-6001	Planting Bed Soil (Soil Amendment)	202	SY	$ 0.77	$ 155.54
0192-6097	12" Concrete Mow Strip	108	LF	$ 32.04	$ 3,460.32
0192-6067	Steel Edging	119	LF	$ 11.83	$ 1,407.77
	SUBTOTAL FOR ENLARGEMENT PLAN "K"				$ 16,803.97

ENLARGEMENT PLAN "L" - FM 60 (UNIVERSITY DR)					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Cost**	**Subtotal**
0192-6023	15 gallon Ornamental Trees: Vitex angus-castus	3	EA	$ 235.17	$ 705.51
0192-6003	3 gallon shrubs: drought resistant / heat tolerant (Autumn Sage) @ 24" o.c	35	EA	$ 32.71	$ 1,144.85
0192-6003	3 gallon shrubs: drought resistant / heat tolerant (Pink Muhly Grass) @ 36" o.c	16	EA	$ 32.71	$ 523.36
0192-6063	Planting Bed Soil (Plant Bed Prep)	28	SY	$ 6.16	$ 172.48
0161-6022	Planting Bed Soil (Compost)	28	SY	$ 4.47	$ 125.16
1006-6001	Planting Bed Soil (Soil Amendment)	28	SY	$ 0.77	$ 21.56
0192-6097	12" Concrete Mow Strip	142	LF	$ 32.04	$ 4,549.68
0192-6067	Steel Edging	20	LF	$ 11.83	$ 236.60
1002-6011	4' Limestone Dry Stack Block Wall (2x2x6 each block)	12	EA	$5,923.51	$ 71,082.12
1002-6026	Limestone Block Seating (2x2x6)	2	EA	$1,968.45	$ 3,936.90
0528-6001	Colored Textured Concrete (CTC)	165	SY	$ 113.74	$ 18,767.10
	SUBTOTAL FOR ENLARGEMENT PLAN "L"				$ 101,265.32

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CCSJ #	**0049-12-110**		
AFA CSJs	**0049-12-110, 0050-02-117**		
District #	**17 - BRY**	**AFA ID**	**Z00011888**
Code Chart 64 #	**09050 – City of College Station**		
Project Name	**Aesthetic Enhancements to SH 6 Central Widening**		

ENLARGEMENT PLAN "M" - FM 60 (UNIVERSITY DR)					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Cost**	**Subtotal**
0192-6023	15 gallon Ornamental Trees: Vitex angus-castus	4	EA	$ 235.17	$ 940.68
0192-6003	3 gallon shrubs: drought resistant / heat tolerant (Autumn Sage) @ 24" o.c	53	EA	$ 32.71	$ 1,733.63
0192-6003	3 gallon shrubs: drought resistant / heat tolerant (Pink Muhly Grass) @ 36" o.c	24	EA	$ 32.71	$ 785.04
0192-6063	Planting Bed Soil (Plant Bed Prep)	42	SY	$ 6.16	$ 258.72
0161-6022	Planting Bed Soil (Compost)	42	SY	$ 4.47	$ 187.74
1006-6001	Planting Bed Soil (Soil Amendment)	42	SY	$ 0.77	$ 32.34
0192-6097	12" Concrete Mow Strip	151	LF	$ 32.04	$ 4,838.04
0192-6067	Steel Edging	30	LF	$ 11.83	$ 354.90
1002-6011	4' Limestone Dry Stack Block Wall (2x2x6 each block)	16	EA	$5,923.51	$ 94,776.16
1002-6026	Limestone Block Seating (2x2x6)	2	EA	$1,968.45	$ 3,936.90
0528-6001	Colored Textured Concrete (CTC)	162	SY	$ 113.74	$ 18,425.88
	SUBTOTAL FOR ENLARGEMENT PLAN "M"				$ 126,270.03

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CCSJ #	**0049-12-110**		
AFA CSJs	**0049-12-110, 0050-02-117**		
District #	**17 - BRY**	**AFA ID**	**Z00011888**
Code Chart 64 #	**09050 – City of College Station**		
Project Name	**Aesthetic Enhancements to SH 6 Central Widening**		

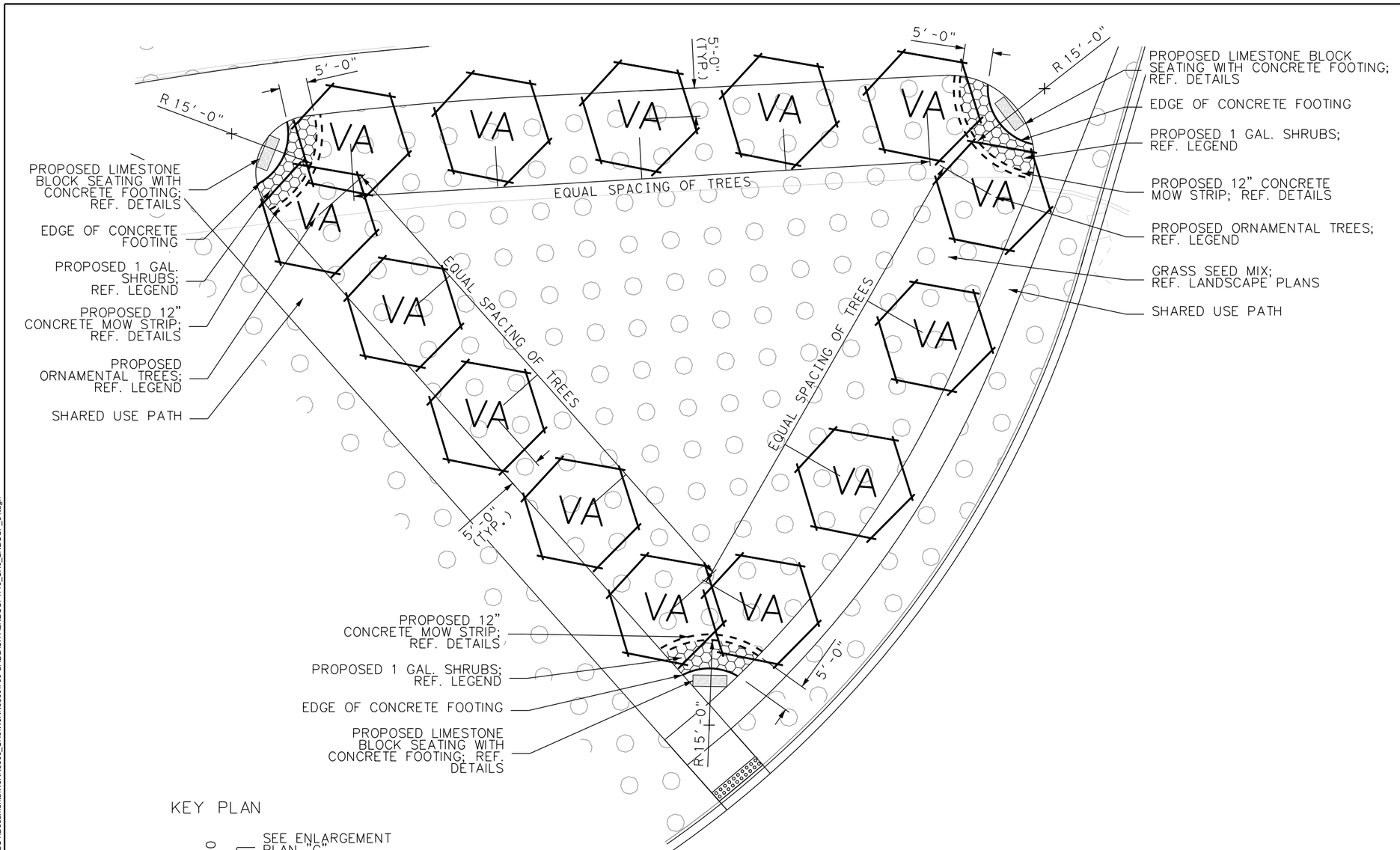
ENLARGEMENT PLAN "N" - FM 60 (UNIVERSITY DR)					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Cost**	**Subtotal**
0192-6023	15 gallon Ornamental Trees: Vitex angus-castus	5	EA	$ 235.17	$ 1,175.85
0192-6002	1 gallon shrubs: drought resistant / heat tolerant (Purple Trailing Lantana) @ 18" o.c	204	EA	$ 16.43	$ 3,351.72
0192-6002	1 gallon shrubs: drought resistant / heat tolerant (Prairie Verbena) @ 18" o.c	408	EA	$ 16.43	$ 6,703.44
0192-6003	3 gallon shrubs: drought resistant / heat tolerant (Brakelights Red Yucca) @ 24" o.c	81	EA	$ 32.71	$ 2,649.51
0192-6004	5 gallon shrubs: drought resistant / heat tolerant (Compact Texas Sage) @ 48" o.c	70	EA	$ 53.67	$ 3,756.90
0192-6063	Planting Bed Soil (Plant Bed Prep)	326	SY	$ 6.16	$ 2,008.16
0161-6022	Planting Bed Soil (Compost)	326	SY	$ 4.47	$ 1,457.22
1006-6001	Planting Bed Soil (Soil Amendment)	326	SY	$ 0.77	$ 251.02
0192-6067	Steel Edging	253	LF	$ 11.83	$ 2,992.99
1002-6026	Limestone Block Seating (2x2x6)	2	EA	$1,968.45	$ 3,936.90
	SUBTOTAL FOR ENLARGEMENT PLAN "N"				$ 28,283.71

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CCSJ #	**0049-12-110**		
AFA CSJs	**0049-12-110, 0050-02-117**		
District #	**17 - BRY**	**AFA ID**	**Z00011888**
Code Chart 64 #	**09050 – City of College Station**		
Project Name	**Aesthetic Enhancements to SH 6 Central Widening**		

ENLARGEMENT PLAN "O" - FM 60 (UNIVERSITY DR)					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Cost**	**Subtotal**
0192-6023	15 gallon Ornamental Trees: Vitex angus-castus	4	EA	$ 235.17	$ 940.68
0192-6002	1 gallon shrubs: drought resistant / heat tolerant (Purple Trailing Lantana) @ 18" o.c	91	EA	$ 16.43	$ 1,495.13
0192-6002	1 gallon shrubs: drought resistant / heat tolerant (Prairie Verbena) @ 18" o.c	202	EA	$ 16.43	$ 3,318.86
0192-6003	3 gallon shrubs: drought resistant / heat tolerant (Brakelights Red Yucca) @ 24" o.c	73	EA	$ 32.71	$ 2,387.83
0192-6004	5 gallon shrubs: drought resistant / heat tolerant (Compact Texas Sage) @ 48" o.c	11	EA	$ 53.67	$ 590.37
0192-6063	Planting Bed Soil (Plant Bed Prep)	163	SY	$ 6.16	$ 1,004.08
0161-6022	Planting Bed Soil (Compost)	163	SY	$ 4.47	$ 728.61
1006-6001	Planting Bed Soil (Soil Amendment)	163	SY	$ 0.77	$ 125.51
0192-6067	Steel Edging	155	LF	$ 11.83	$ 1,833.65
1002-6026	Limestone Block Seating (2x2x6)	2	EA	$1,968.45	$ 3,936.90
	SUBTOTAL FOR ENLARGEMENT PLAN "O"				$ 16,361.62

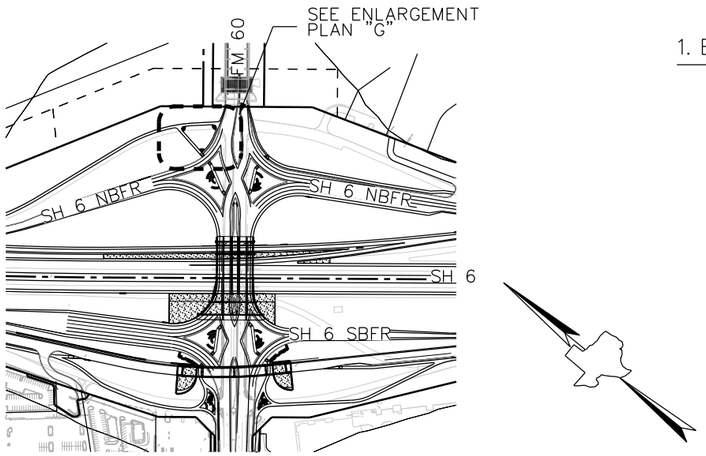
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1. ENLARGEMENT PLAN "G"

SCALE: 1"=20'

KEY PLAN



PLANT SCHEDULE ENLARGEMENT PLAN "G"

CODE	COMMON NAME	QTY
ORNAMENTAL TREES (192 6023)		
VA	MONTROSE PURPLE CHASTE TREE	14
1 GAL. SHRUBS (192 6002)		
	PRAIRIE VERBENA	128

SYMBOL	DESCRIPTION	QTY
	12" CONCRETE MOWSTRIP (192 6097)	63 LF
	LIMESTONE BENCH (1002 6026)	3

* REFERENCE OVERALL SCHEDULE FOR PLANT SIZES, SPACING, SEED MIX PLANT RATES AND SPECIES AND HARDSCAPE DETAILS.

REGISTERED LANDSCAPE ARCHITECT — CHAD L. ST. JOHN — 2154 — STATE OF TEXAS

11/13/24

PRINT DATE	REVISION DATE
10/16/2024	

Texas Department of Transportation — Bryan District — ©2024

Jacobs — 2705 BEE CAVE ROAD, SUITE 300, AUSTIN, TX 78746, Phone: +1 (512) 314-3100, Firm Registration: F-2966

SH 6

LANDSCAPE ENLARGEMENT PLAN

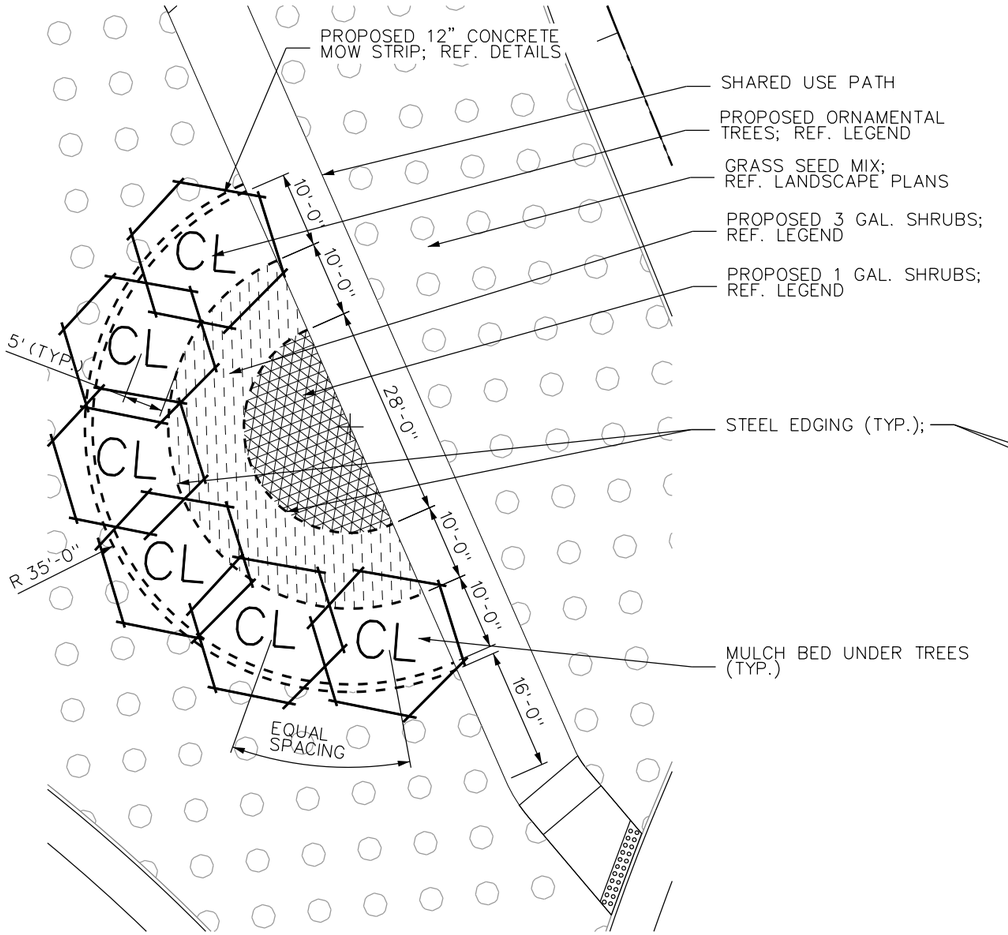
ENLARGEMENT PLAN "G" AT FM60

SHEET 5 OF 9 SHEETS

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
6		SH 6

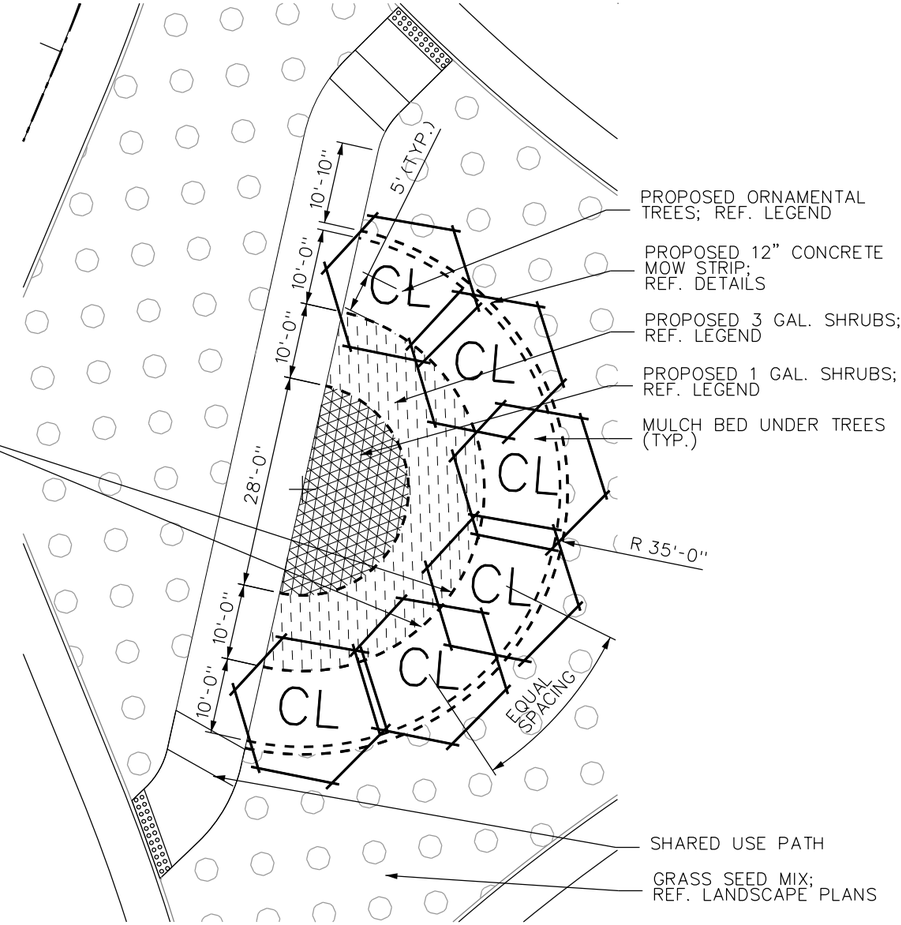
STATE	DISTRICT	COUNTY	
TEXAS	BRY	BRAZOS	
CONTROL	SECTION	JOB	SHEET NO.
0049	12	110, etc.	5510

REV DATE: 10/16/2024
CSJ: 0049-12-110, etc.
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1. ENLARGEMENT PLAN "H"

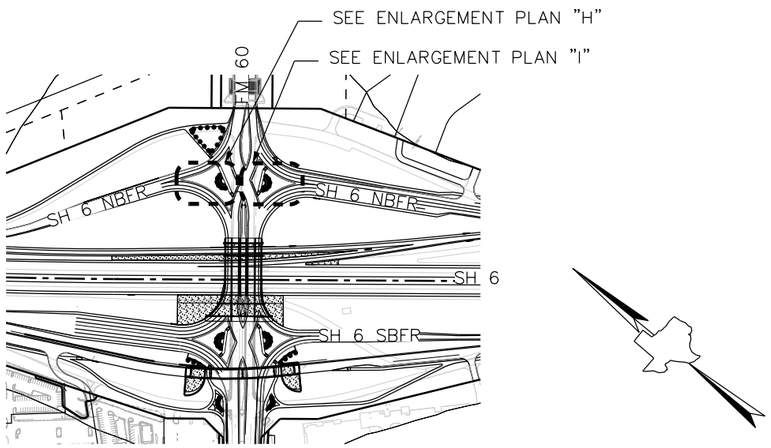
SCALE: 1"=20'



2. ENLARGEMENT PLAN "I"

SCALE: 1"=20'

KEY PLAN



PLANT SCHEDULE ENLARGEMENT PLAN "H"

CODE	COMMON NAME	QTY
ORNAMENTAL TREES (192 6023)		
CL	DESERT WILLOW	6
1 GAL. SHRUBS (192 6002)		
	PURPLE TRAILING LANTANA	158
3 GAL. SHRUBS (192 6003)		
	'BRAKELIGHTS' RED YUCCA	172

SYMBOL	DESCRIPTION	QTY
	12" CONCRETE MOWSTRIP (192 6097)	108 LF
	STEEL EDGING (192 6067)	119 LF

PLANT SCHEDULE ENLARGEMENT PLAN "I"

CODE	COMMON NAME	QTY
ORNAMENTAL TREES (192 6023)		
CL	DESERT WILLOW	6
1 GAL. SHRUBS (192 6002)		
	PURPLE TRAILING LANTANA	158
3 GAL. SHRUBS (192 6003)		
	'BRAKELIGHTS' RED YUCCA	172

SYMBOL	DESCRIPTION	QTY
	12" CONCRETE MOWSTRIP (192 6097)	108 LF
	STEEL EDGING (192 6067)	119 LF

* REFERENCE OVERALL SCHEDULE FOR PLANT SIZES, SPACING, SEED MIX PLANT RATES AND SPECIES AND HARDSCAPE DETAILS.

REGISTERED LANDSCAPE ARCHITECT — CHAD L. ST. JOHN — 2154 — STATE OF TEXAS

11/13/24

PRINT DATE	REVISION DATE
10/16/2024	

Texas Department of Transportation — Bryan District

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Jacobs
2705 BEE CAVE ROAD, SUITE 300
AUSTIN, TX 78746
Phone: +1 (512) 314-3100
Firm Registration: F-2966

SH 6

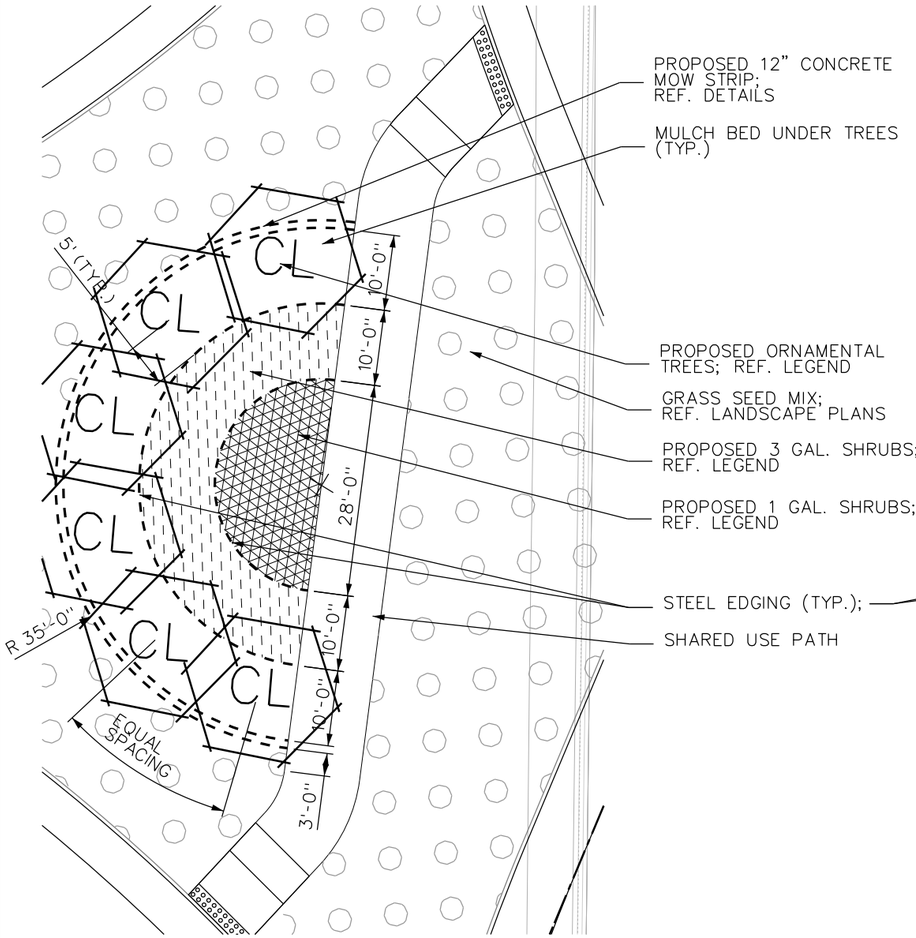
LANDSCAPE ENLARGEMENT PLAN

ENLARGEMENT PLANS "H" AND "I" AT FM60

SHEET 6 OF 9 SHEETS

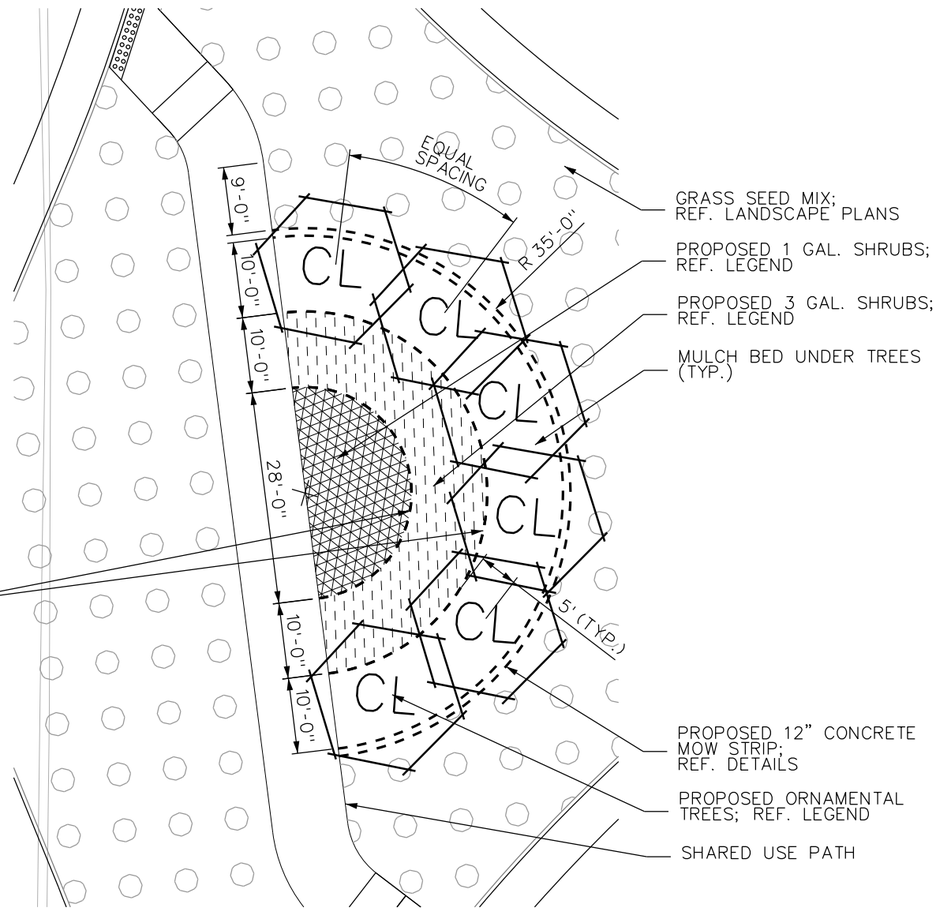
FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
6		SH 6
STATE	DISTRICT	COUNTY
TEXAS	BRY	BRAZOS
CONTROL	SECTION	JOB / SHEET NO.
0049	12	110, etc. / 5511

REV DATE: 10/16/2024
CSJ: 0049-12-110, etc.
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1. ENLARGEMENT PLAN "J"

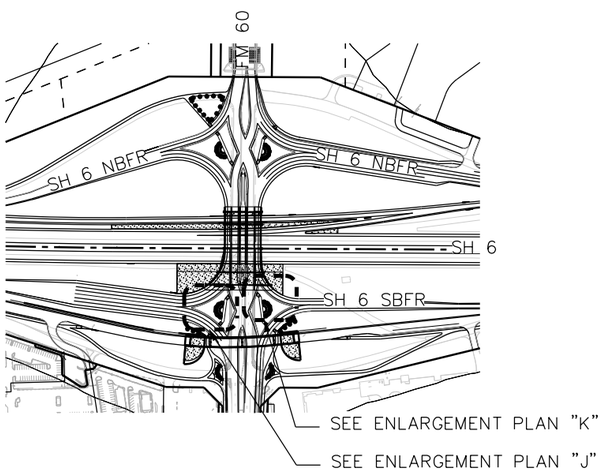
SCALE: 1"–20'



2. ENLARGEMENT PLAN "K"

SCALE: 1"–20'

KEY PLAN



PLANT SCHEDULE ENLARGEMENT PLAN "J"

CODE	COMMON NAME	QTY
ORNAMENTAL TREES (192 6023)		
CL	DESERT WILLOW	6
1 GAL. SHRUBS (192 6002)		
	PURPLE TRAILING LANTANA	158
3 GAL. SHRUBS (192 6003)		
	'BRAKELIGHTS' RED YUCCA	172

SYMBOL	DESCRIPTION	QTY
	12" CONCRETE MOWSTRIP (192 6097)	108 LF
	STEEL EDGING (192 6067)	119 LF

PLANT SCHEDULE ENLARGEMENT PLAN "K"

CODE	COMMON NAME	QTY
ORNAMENTAL TREES (192 6023)		
CL	DESERT WILLOW	6
1 GAL. SHRUBS (192 6002)		
	PURPLE TRAILING LANTANA	158
3 GAL. SHRUBS (192 6003)		
	'BRAKELIGHTS' RED YUCCA	172

SYMBOL	DESCRIPTION	QTY
	12" CONCRETE MOWSTRIP (192 6097)	108 LF
	STEEL EDGING (192 6067)	119 LF

* REFERENCE OVERALL SCHEDULE FOR PLANT SIZES, SPACING, SEED MIX PLANT RATES AND SPECIES AND HARDSCAPE DETAILS.

REGISTERED LANDSCAPE ARCHITECT CHAD L. ST. JOHN 2154 STATE OF TEXAS

11/13/24

PRINT DATE	REVISION DATE
10/16/2024	

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Bryan District
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Firm Registration: F-2966

SH 6

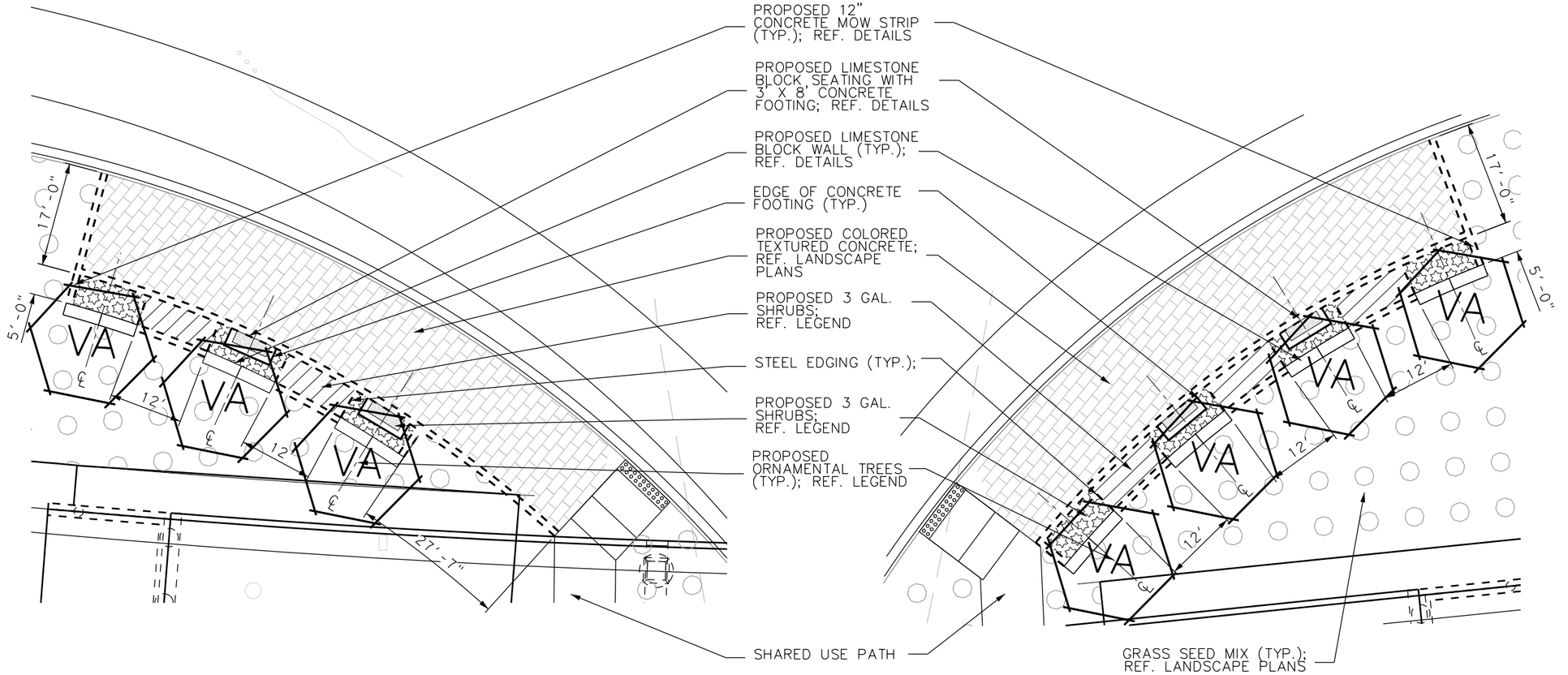
LANDSCAPE ENLARGEMENT PLAN

ENLARGEMENT PLANS "J" AND "K" AT FM 60

SHEET 7 OF 9 SHEETS

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
6		SH 6
STATE	DISTRICT	COUNTY
TEXAS	BRY	BRAZOS
CONTROL	SECTION	JOB / SHEET NO.
0049	12	110, etc. / 5512

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1. ENLARGEMENT PLAN "L"

SCALE: 1"–20'

2. ENLARGEMENT PLAN "M"

SCALE: 1"–20'

PLANT SCHEDULE ENLARGEMENT PLAN "L"

CODE	COMMON NAME	QTY
ORNAMENTAL TREES (192 6023)		
VA	MONTROSE PURPLE CHASTE TREE	3
3 GAL. SHRUBS (192 6003)		
	AUTUMN SAGE	35
	PINK MUHLY GRASS	16

SYMBOL	DESCRIPTION	QTY
	12" CONCRETE MOWSTRIP (192 6097)	142 LF
	STEEL EDGING (192 6067)	20 LF
	LIMESTONE BENCH (1002 6026)	2
	LIMESTONE BLOCK WALL (1002 6011)	3

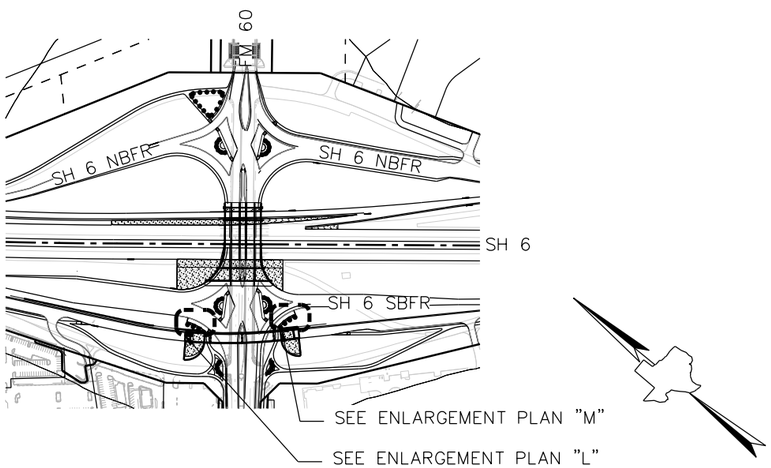
PLANT SCHEDULE ENLARGEMENT PLAN "M"

CODE	COMMON NAME	QTY
ORNAMENTAL TREES (192 6023)		
VA	MONTROSE PURPLE CHASTE TREE	4
3 GAL. SHRUBS (192 6003)		
	AUTUMN SAGE	53
	PINK MUHLY GRASS	24

SYMBOL	DESCRIPTION	QTY
	12" CONCRETE MOWSTRIP (192 6097)	151 LF
	STEEL EDGING (192 6067)	30 LF
	LIMESTONE BENCH (1002 6026)	2
	LIMESTONE BLOCK WALL (1002 6011)	4

* REFERENCE OVERALL SCHEDULE FOR PLANT SIZES, SPACING, SEED MIX PLANT RATES AND SPECIES AND HARDSCAPE DETAILS.

KEY PLAN



REGISTERED LANDSCAPE ARCHITECT
CHAD L. ST. JOHN
2154
STATE OF TEXAS

11/13/24

PRINT DATE	REVISION DATE
10/16/2024	

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SH 6

LANDSCAPE ENLARGEMENT PLAN

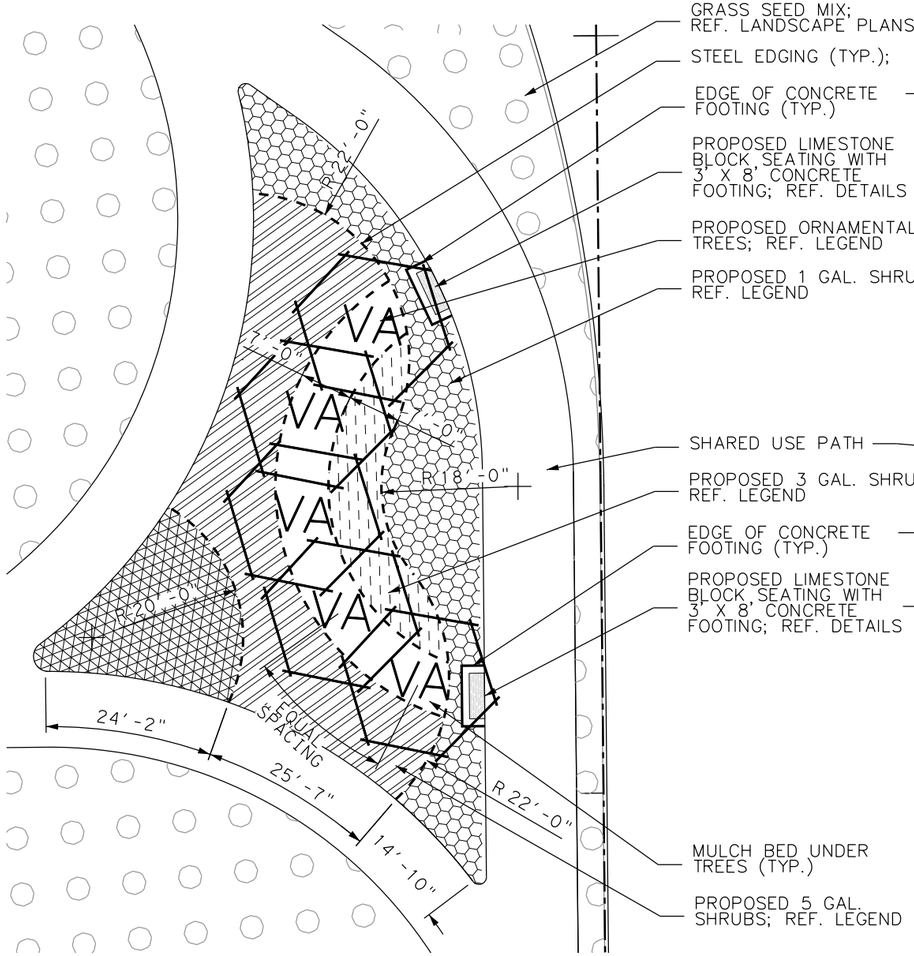
ENLARGEMENT PLANS "L" AND "M" AT FM 60

SHEET 8 OF 9 SHEETS

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
6		SH 6

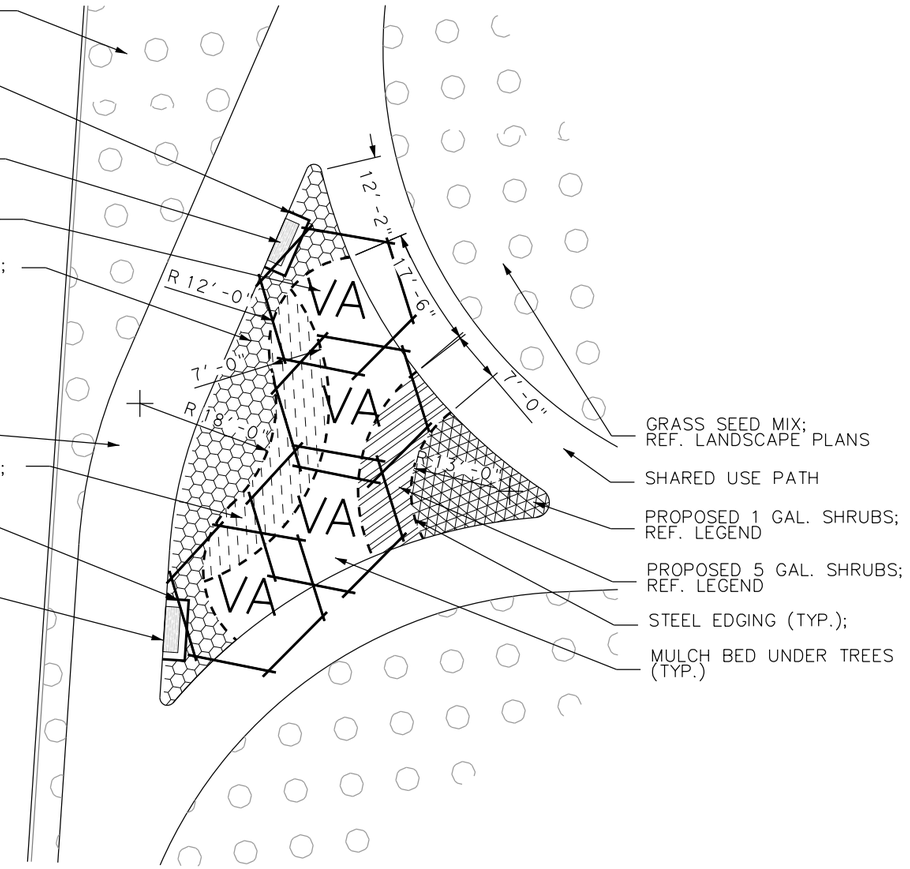
STATE	DISTRICT	COUNTY	
TEXAS	BRY	BRAZOS	
CONTROL	SECTION	JOB	SHEET NO.
0049	12	110, etc.	5513

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1. ENLARGEMENT PLAN "N"

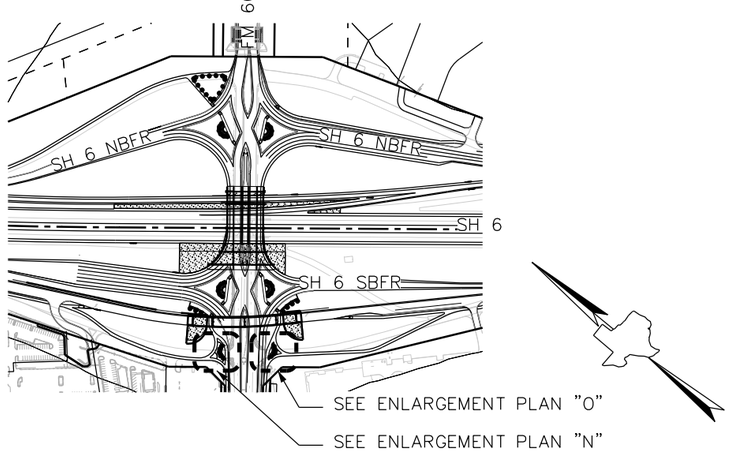
SCALE: 1"–20'



2. ENLARGEMENT PLAN "O"

SCALE: 1"–20'

KEY PLAN



PLANT SCHEDULE ENLARGEMENT PLAN "N"

CODE	COMMON NAME	QTY
ORNAMENTAL TREES (192 6023)		
VA	MONTROSE PURPLE CHASTE TREE	5
1 GAL. SHRUBS (192 6002)		
	PURPLE TRAILING LANTANA	204
	PRAIRIE VERBENA	408
3 GAL. SHRUBS (192 6003)		
	'BRAKELIGHTS' RED YUCCA	81
5 GAL. SHRUBS (192 6004)		
	COMPACT TEXAS SAGE	70

SYMBOL	DESCRIPTION	QTY
- - -	STEEL EDGING (192 6067)	253 LF
	LIMESTONE BENCH (1002 6026)	2

PLANT SCHEDULE ENLARGEMENT PLAN "O"

CODE	COMMON NAME	QTY
ORNAMENTAL TREES (192 6023)		
VA	MONTROSE PURPLE CHASTE TREE	4
1 GAL. SHRUBS (192 6002)		
	PURPLE TRAILING LANTANA	91
	PRAIRIE VERBENA	202
3 GAL. SHRUBS (192 6003)		
	'BRAKELIGHTS' RED YUCCA	73
5 GAL. SHRUBS (192 6004)		
	COMPACT TEXAS SAGE	11

SYMBOL	DESCRIPTION	QTY
- - -	STEEL EDGING (192 6067)	155 LF
	LIMESTONE BENCH (1002 6026)	2

* REFERENCE OVERALL SCHEDULE FOR PLANT SIZES, SPACING, SEED MIX PLANT RATES AND SPECIES AND HARDSCAPE DETAILS.

REGISTERED LANDSCAPE ARCHITECT · CHAD L. ST. JOHN · 2154 · STATE OF TEXAS

11/13/24

PRINT DATE	REVISION DATE
10/16/2024	

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LANDSCAPE ENLARGEMENT PLAN

ENLARGEMENT PLAN "N" AND "O" AT FM 60

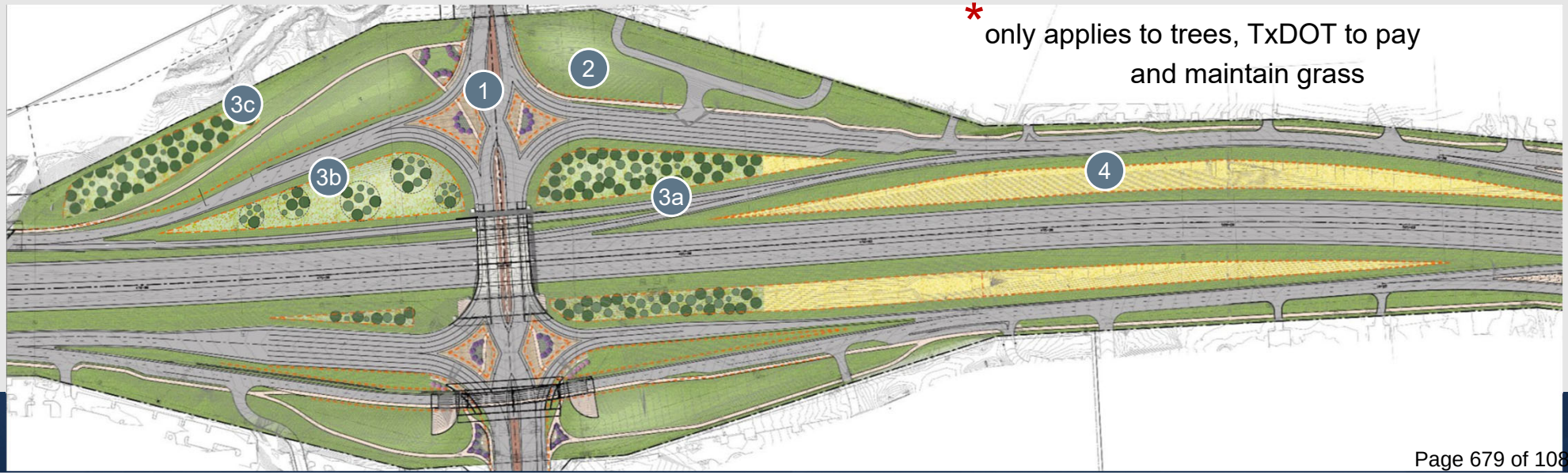
SHEET 9 OF 9 SHEETS

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
6		SH 6
STATE	DISTRICT	COUNTY
TEXAS	BRY	BRAZOS
CONTROL	SECTION	JOB / SHEET NO.
0049	12	110, etc. / 5514

REV DATE: 10/16/2024
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Proposed Landscape Summary of Work

Area	Aesthetic Treatment	Installation Performed by	Installation Cost paid by	Maintenance Cost paid by	Maintenance Frequency	AFA w/ City Required?	LMA w/ City Required?
1	Intersection Plantings	TxDOT's Contractor	CITY OF BRYAN	CITY OF BRYAN	1 effort/quarter	Yes	Yes
2	TxDOT Standard Grass (Edges)	TxDOT's Contractor	Texas Department of Transportation	Texas Department of Transportation	3 mow/year	No	No
3a	Trees, TxDOT Standard Grass, & Wildflowers	TxDOT's Contractor	Texas Department of Transportation	CITY OF BRYAN	1 mow/year	No	Yes
3b	Trees, TxDOT Standard Grass, & Wildflowers (with Fewer Trees)	TxDOT's Contractor	Texas Department of Transportation	Texas Department of Transportation	1 mow/year	No	No
3c	Trees & TxDOT Standard Grass	Installed by City *	CITY OF BRYAN *	CITY OF BRYAN *	3 mow/year	Yes	Yes
4	Native Grass	TxDOT's Contractor	Texas Department of Transportation	Texas Department of Transportation	1 mow/year	No	No



* only applies to trees, TxDOT to pay and maintain grass

May 18, 2026
Item No. 8.1.
Public Works Facility Project Presentation

Sponsor: Jennifer Cain, Director Capital Projects, Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Public Works Facility Project.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s):

Summary: Presentation and discussion regarding the Public Works Facility Project.

Budget & Financial Summary:

Attachments:
None

May 18, 2026
Item No. 8.2.
Update: Recreation Center Feasibility Study

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Recreation Center Feasibility Study.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends the Council recieve the presentation and provide feedback.

Summary: The Council approved a contract with Brinkley, Sargent, Wiginton Architects in October 2023 for a two-phased evaluation of a potential recreation center in College Station. Phase one was presented to the Council in August 2024 and February 2025 and included findings related to a market analysis and needs assessment, including results of a statistically valid survey and extensive public engagement. Phase two was presented in August 2025 and included building program development, operations assessment, cost pro forma, and engagement of a steering committee.

Following the August 28, 2025 Council meeting, staff engaged the Recreation Steering Committee, which conducted facility tours in October 2025, visiting both a YMCA-operated facility and a municipally run facility. Members were subsequently surveyed through an online tool and reconvened in March 2026 to discuss recommendations on site selection and the space program.

In this workshop, staff will present the Steering Committee's feedback and outline next step options for Council's consideration.

Budget & Financial Summary:

Attachments:
None

May 18, 2026
Item No. 9.1.
Pavilion Avenue Extension Thoroughfare Plan Amendment

Sponsor: Jason Schubert

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: 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 Pavilion Avenue, a Minor Collector, between Sebesta Road and State Highway 6 South including associated future bike lanes and sidewalks.

Relationship to Strategic Goals:

- Improving Mobility

Recommendation(s): The Bicycle, Pedestrian, and Greenways Advisory Board considered this request at their April 13, 2026 meeting and recommended approval (6-0). The Planning & Zoning Commission considered this request at their April 16, 2026 meeting and recommended approval (4-1). Staff recommends approval of the request.

Summary:
REVIEW CRITERIA:
1) Changed or changing conditions in the subject area of the City:
The future extension of Pavilion Avenue between Sebesta Road and State Highway 6 South is about 0.6 miles in length and was added to the Thoroughfare Plan as part of a group of changes proposed by the East College Station Transportation Study completed in 2007 (see attached exhibit). The purpose of this extension was to provide a backage road to the one-way frontage road of State Highway 6 to allow circulation and access for future commercial development. This was intended to reduce the potential for traffic circulating back through a residential area on Foxfire Drive, Stonebrook Drive and Woodcreek Drive to access the future commercial properties. When the car dealerships developed along the frontage road in 2018, cross access between them was required, as is done for commercial developments fronting the same street. The dealerships wanted to have their private parking lots gated off at night to protect their inventory, so they constructed cross access at the back of their lots along with a sidewalk. This connects through to other commercial properties and achieves much of the desired circulation from Sebesta Road to these properties that were intended with the addition of the thoroughfare in 2007. With the State Highway 6 project that started construction in December, TxDOT will be installing a shared use path along the length of the project so will provide a bicycle and pedestrian connection from Sebesta Road to Woodcreek Drive. This new shared use path will be reflected in the upcoming Active Transportation Master Plan and provides a bicycle and pedestrian connection that the Pavilion Avenue extension with bike lanes and sidewalks accompanied by a shared use path connection was planned to provide.

2) Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole:
The planned extension of Pavilion Avenue was intended to provide circulation and connectivity for the transportation network in this area. The required cross access constructed by the car dealerships along the frontage road provides access to surrounding future commercial properties. This has

provided the circulation that would help reduce commercially related traffic in the nearby residential area for which the thoroughfare was intended.

3) Impact on environmentally sensitive and natural areas:
The extension of Pavilion Avenue, or its removal, would have minimal impact on environmentally sensitive or natural areas. It is anticipated that the area in which the street would develop would otherwise be constructed with commercial site improvements such as buildings and parking lots.

4) Impacts on infrastructure including water, wastewater, drainage, and the transportation network:
The proposed amendment does not impact water, wastewater, or drainage. A traffic study was performed as part of this request and was developed in consultation with City staff. It compared the full build-out of the surrounding commercial area and the impact of having or removing the planned thoroughfare extension. The study determined that there is only a minor difference, as traffic delay in the area would fluctuate within a second or two depending upon the intersection and changing traffic patterns that would result from whether the thoroughfare extension occurred or not. The traffic study does not account for the private cross access that has been provided, so the impact is likely to be even to a lesser degree.

5) Consistency with the goals and strategies set forth in the Comprehensive Plan:
The Thoroughfare Plan and Bicycle Plan, and Pedestrian Plan are established to meet the long-term transportation needs of the City's residents and its visitors. Removal of the Pavillion Avenue extension from the Thoroughfare Plan and the Bicycle, Pedestrian, and Greenways Master Plan does not have significant impact to achieving their goals and objectives, as the circulation intended by the extension has been provided by the required cross access in the manner it was constructed and by the forthcoming shared use path provided by TxDOT as part of the State Highway 6 project.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Thoroughfare Plan Amendment Exhibit
3. Bicycle Plan Amendment Exhibit
4. Pedestrian Plan Amendment Exhibit
5. East College Station Transportation Study Exhibit
6. Applicants Supporting Information

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUNCTIONAL CLASSIFICATION AND CONTEXT CLASS MAP – TO AMEND ASSOCIATED MAPS IN THE BICYCLE, PEDESTRIAN, AND GREENWAYS MASTER PLAN INCLUDING THE PROPOSED BICYCLE FACILITIES MAP AND PROPOSED PEDESTRIAN FACILITIES MAP TO REMOVE THE FUTURE EXTENSION OF PAVILION AVENUE, A MINOR COLLECTOR, BETWEEN SEBESTA ROAD AND STATE HIGHWAY 6 INCUDING ASSOCIATED BIKE LANES AND SIDEWALKS; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the "Official City of College Station Comprehensive Plan" is hereby amended by adding new Subsections "C.9" and "E.3.d." of Exhibit "A" thereto as set out in Exhibit "A" attached hereto and made a part hereof; as set out in Exhibit "B," Exhibit "C," and Exhibit "D" attached hereto and made a part hereof.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

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

PASSED, ADOPTED and APPROVED this 18th day of May, 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That Ordinance No.4303 adopting the "Official City of College Station Comprehensive Plan" as amended, is hereby amended by adding Subsections "C.9" and "E.3.d." to Exhibit "A" of said plan for Exhibit "A" to read in its entirety as follows:

A. Comprehensive Plan

The Official City of College Station Comprehensive Plan (Ordinance 4303) is hereby adopted and consists of the following:

1. Plan Foundation;
2. Distinctive Places;
3. Strong Neighborhoods;
4. A Prosperous Economy;
5. Engaging Spaces;
6. Integrated Mobility;
7. Exceptional Services;
8. Managed Growth;
9. Collaborative Partnerships; and
10. Plan Implementation

B. Master Plans

The following Master Plans are hereby adopted and made a part of the Official City of College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
5. Parks, Recreation, and Open Spaces Master Plan dated July 2011;
6. Medical District Master Plan dated October 2012;
7. Economic Development Master Plan dated February 2026;
8. The Water System Master Plan dated April 2017;
9. The Wastewater System Master Plan dated April 2017;
10. Northeast Gateway Redevelopment Plan dated September 2023;
11. Wellborn District Plan dated October 2023; and
12. Housing Action Plan dated September 2024.

C. Master Plan Amendments

The following Master Plan Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Expiring the East College Station Transportation Study dated May 2005 – Ordinance 4404, dated November 10, 2022.
2. Expiring the Central College Station Neighborhood Plan dated June 2010 – Ordinance 4404, dated November 10, 2022.
3. Expiring the Eastgate Neighborhood Plan dated June 2011 – Ordinance 4404, dated November 10, 2022.
4. Expiring the Southside Area Neighborhood Plan dated August 2012 – Ordinance 4404, dated November 10, 2022.
5. Expiring the South Knoll Neighborhood Plan dated September 2013 – Ordinance 4404, dated November 10, 2022.
6. Amended as shown in the Northeast Gateway Redevelopment Plan for Map 5.4 Proposed Bicycle Facilities and Map 5.5 Proposed Pedestrian Facilities within the Bicycle, Pedestrian, and Greenways Master Plan – Ordinance 4470, dated September 28, 2023.
7. Amended as shown in the Wellborn District Plan for Map 5.4 Proposed Bicycle Facilities and Map 5.5 Proposed Pedestrian Facilities within the Bicycle, Pedestrian, and Greenways Master Plan – Ordinance 4474, dated October 12, 2023.
8. Amended as shown in the Bicycle, Pedestrian, and Greenways Master Plan for Map 5.4 Proposed Bicycle Facilities and for Map 5.5 Proposed Pedestrian Facilities to remove the future bike lanes and sidewalks along the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south – Ordinance 4672, dated April 9, 2026.
9. Amended as shown in the Bicycle, Pedestrian, and Greenways Master Plan in Exhibit B for Map 5.4 Proposed Bicycle Facilities and in Exhibit C for Map 5.5 Proposed Pedestrian Facilities to remove the future bike lanes and sidewalks along the future extension of Pavilion Avenue, a Minor Collector, between Sebesta Road and State Highway 6.

D. Text Amendments

The following Text Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Text Amendments:
    a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.
    b. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to remove expired plans – Ordinance 4404, dated November 10, 2022.
    c. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to rename the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    d. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to update it to the Wellborn District Plan, to revise the Future Land Use & Character descriptions to remove the Wellborn future land use and incorporate it and the Wellborn-specific zoning districts into the Neighborhood Commercial, Suburban Residential, and Estate Residential future land use descriptions and generally appropriate zoning districts – Ordinance 4474, dated October 12, 2023.

E. Map Amendments

The following Map Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Future Land Use & Character Map:
    a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.
    b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
    c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 4388, dated September 8, 2022.
    d. Approximately 2.611 acres of land, generally located at 100 - 170 Graham Road from Business Center to Neighborhood Commercial – Ordinance 4435, dated May 15, 2023.
    e. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023..
    f. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

g. Approximately 3.25 acres of land generally located west of the intersection of Nantucket Drive and State Highway 6 S from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas – Ordinance 4520, dated May 23, 2024.
h. Approximately 3 acres of land generally located at located at 116 and 120 Morgans Lane from Urban Residential to General Commercial.
i. Approximately 11 acres of land generally located at 3182 Holleman Drive South from Mixed Residential and Natural & Open Areas to Urban Residential.
j. Approximately 1.047 acres of land generally located at 3423 Cain Road and 3197 Holleman Drive South from Mixed Residential to General Commercial.
k. Approximately 3.60 acres of land generally located at 3768 McCullough Road from Estate Residential to Neighborhood Commercial – Ordinance 4578, dated February 27, 2025
l. Approximately 2.752 acres of land generally located at 2360 Harvey Mitchell Parkway South from General Commercial to Urban Residential – Ordinance 4596, dated June 12, 2025.
m. Approximately 2.5 acres of land generally located south of the intersection of University Drive East and East Crest Drive from General Commercial to Urban Residential – Ordinance 4609, dated August 14, 2025.
n. Approximately 6.995 acres of land generally located at 8650 Turkey Creek Road from Neighborhood Center to Urban Residential – Ordinance 4660, dated March 26, 2026.

2. Planning Areas Map:
    a. Removing the Central College Station Neighborhood Plan, Eastgate Neighborhood Plan, Southside Area Neighborhood Plan, and South Knoll Neighborhood Plan – Ordinance 4404, dated November 10, 2022.
    b. Renaming the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    c. Renaming the Wellborn Community Plan to the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

3. Functional Classification & Context Class Map:
    a. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    b. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
    c. Amended to remove the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south – Ordinance 4672, dated April 9, 2026

d. Amended to remove the future extension of Pavilion Avenue, a Minor Collector, between Sebesta Road and State Highway 6 as shown in Exhibit D.

F. General

1. **Conflict.** All parts of the Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.

2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction ("ETJ"). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares, bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.

3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be, nor be considered, a zoning map, shall not constitute zoning regulations or establish zoning boundaries, and shall not be site or parcel specific but shall be used to illustrate generalized locations.

4. **General nature of College Station Comprehensive Plan.** The Comprehensive Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive Plan without being considered an amendment thereto.

5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

EXHIBIT B

That the "Bicycle, Pedestrian, and Greenways Master Plan" is hereby amended by amending a portion of Map 5.4 titled "Proposed Bicycle Facilities" by removing the future bike lanes along the future extension of Pavilion Avenue, a Minor Collector, between Sebesta Road and State Highway 6 as shown as follows:

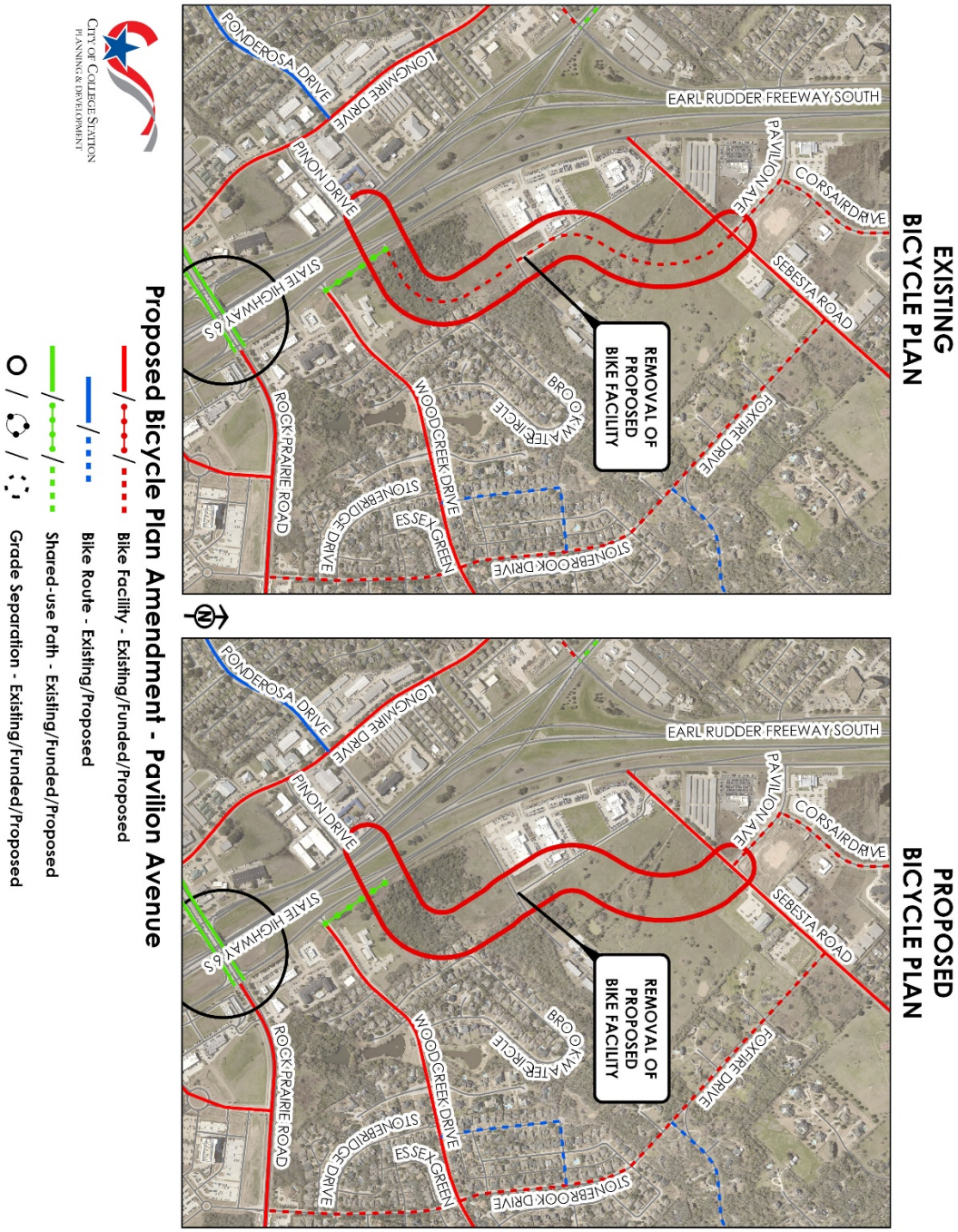


EXHIBIT C

That the "Bicycle, Pedestrian, and Greenways Master Plan" is hereby amended by amending a portion of Map 5.5 titled "Proposed Pedestrian Facilities" by removing the future sidewalks along the future extension of Pavilion Avenue, a Minor Collector, between Sebesta Road and State Highway 6 as shown as follows:

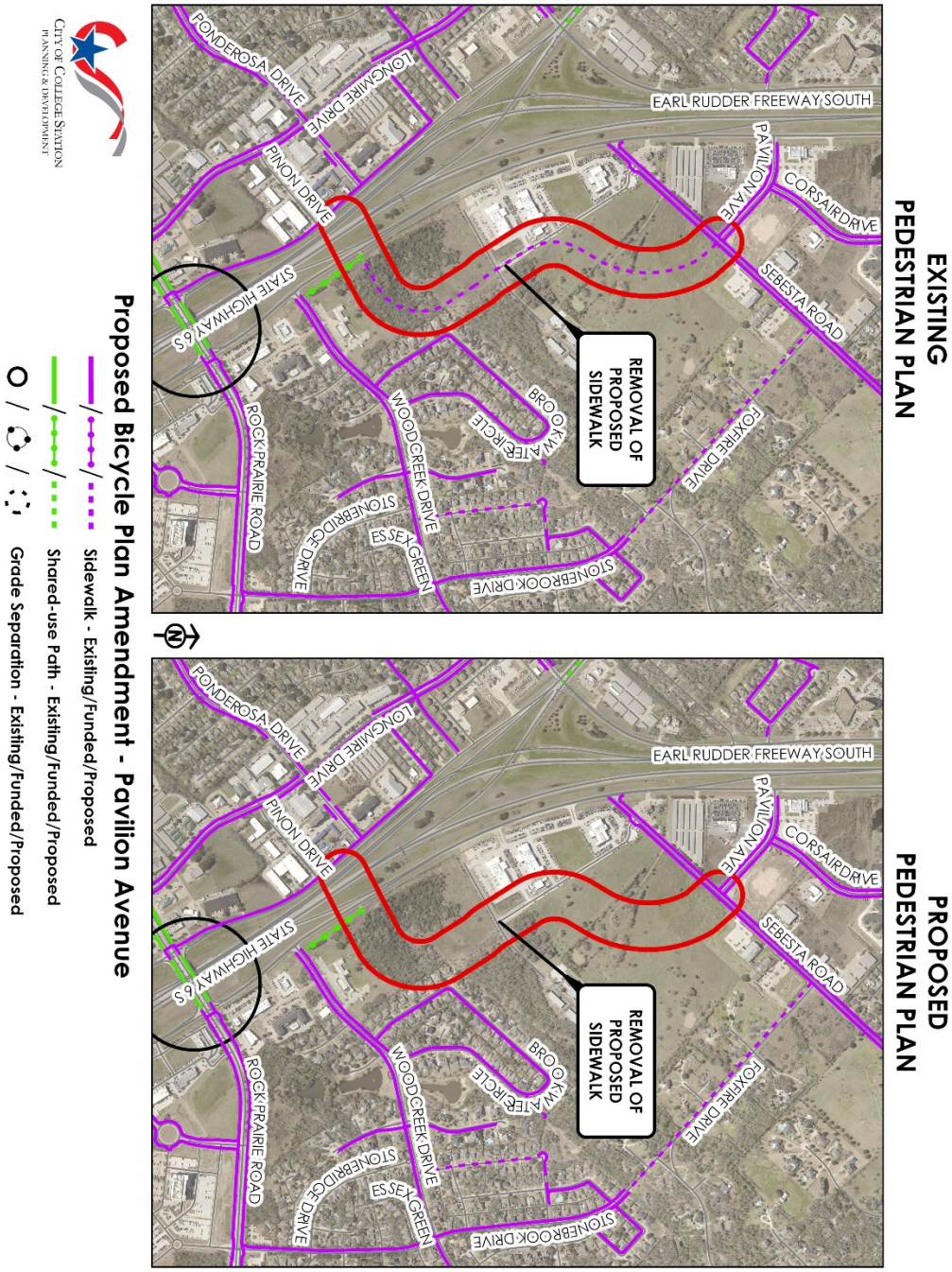
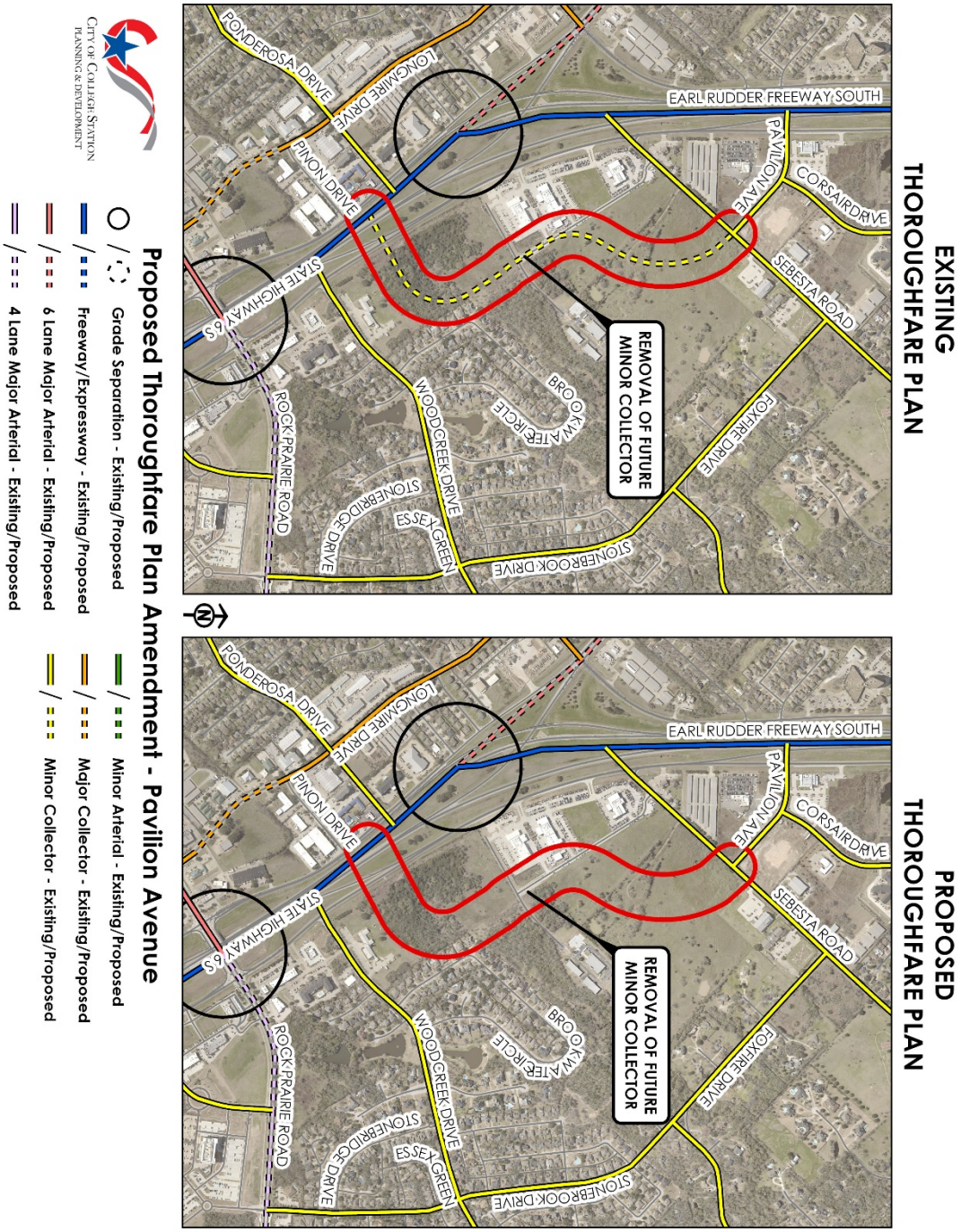
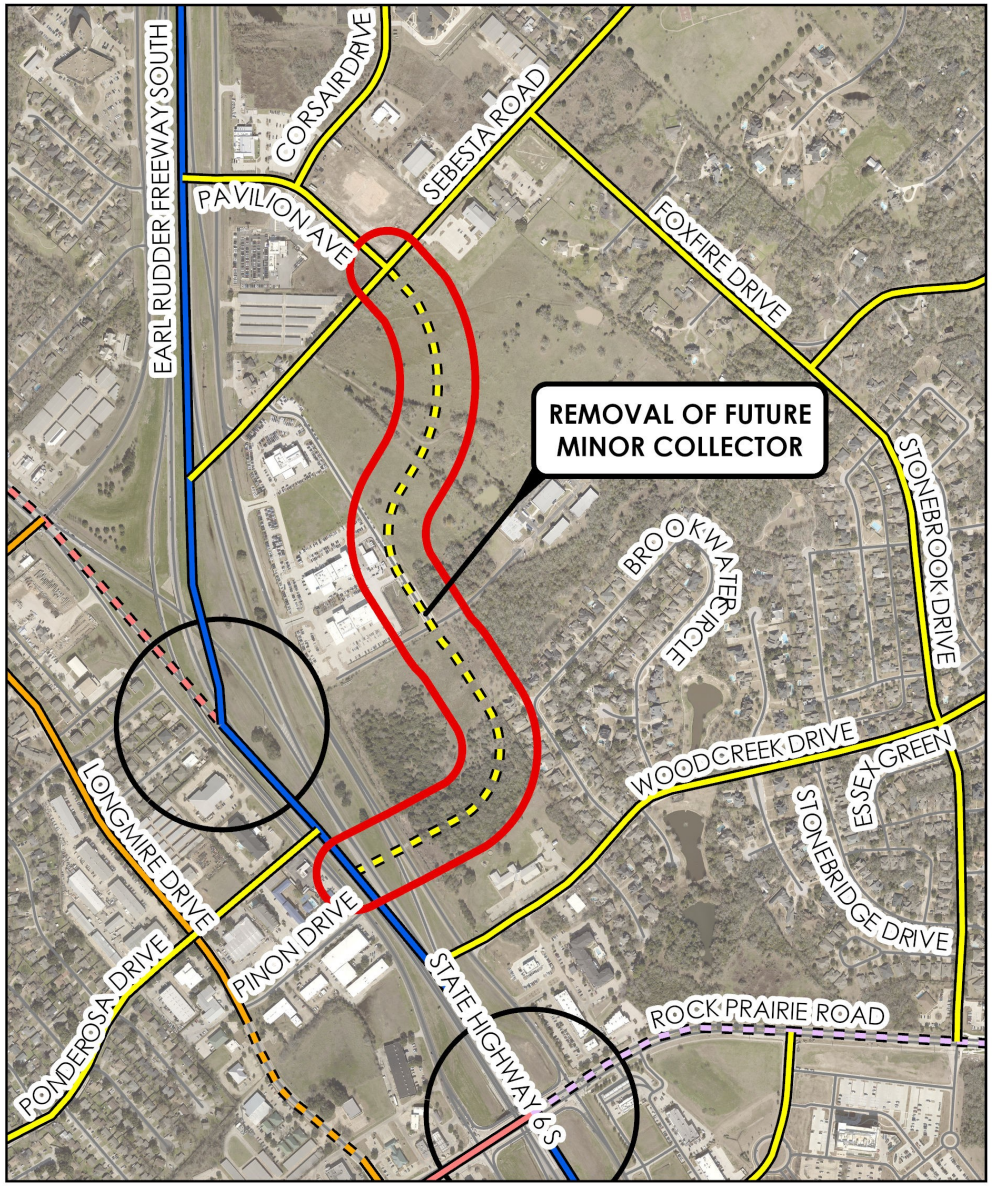


EXHIBIT D

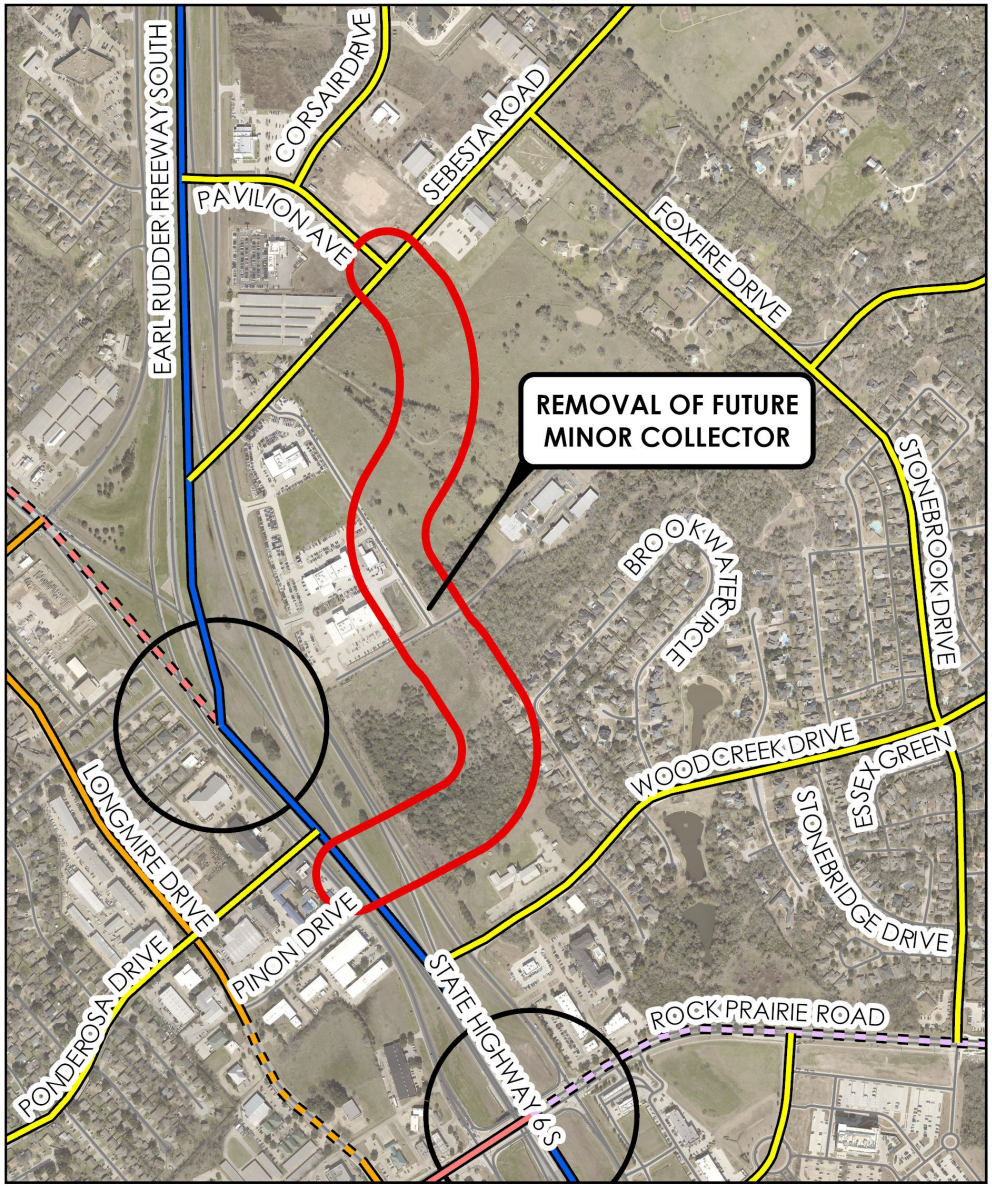
That the "Official City of College Station Comprehensive Plan" is hereby amended by amending a portion of Map 6.3 titled "Functional Classification & Context Class" by removing the future extension of Pavilion Avenue, a Minor Collector, between Sebesta Road and State Highway 6 as shown as follows:



EXISTING THOROUGHFARE PLAN



PROPOSED THOROUGHFARE PLAN

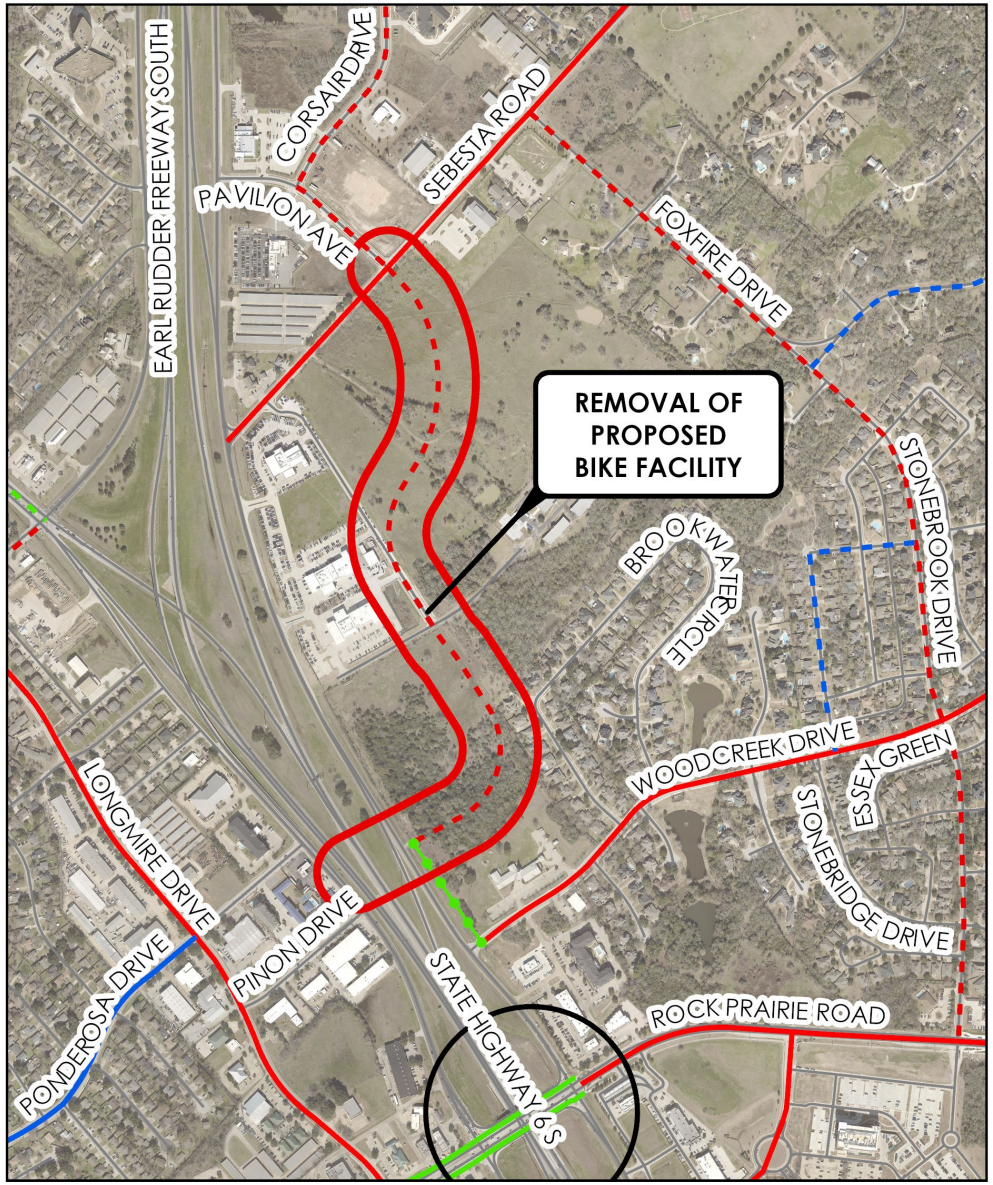


CITY OF COLLEGE STATION
PLANNING & DEVELOPMENT

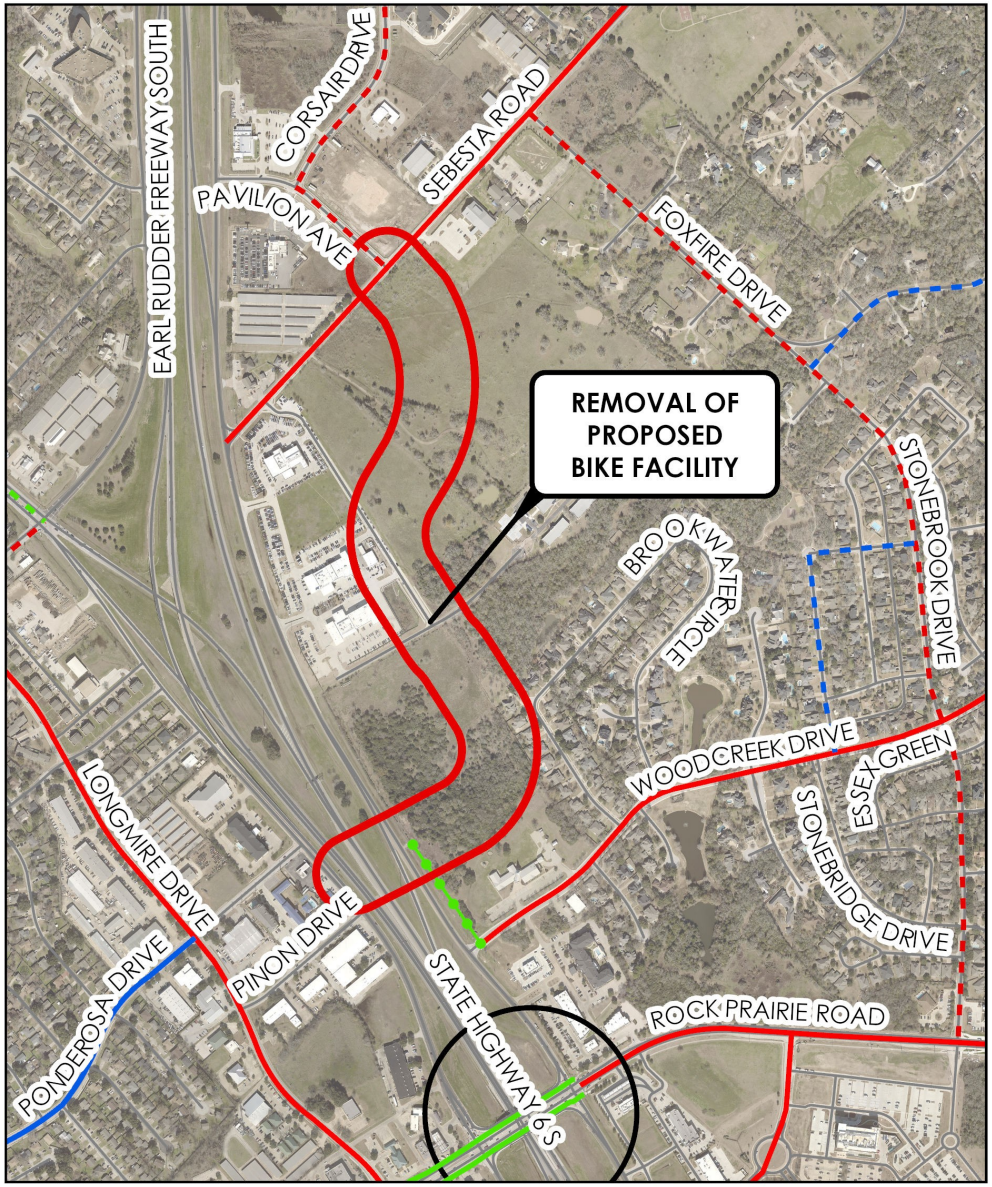
Proposed Thoroughfare Plan Amendment - Pavilion Avenue

- Grade Separation - Existing/Proposed
- Freeway/Expressway - Existing/Proposed
- 6 Lane Major Arterial - Existing/Proposed
- 4 Lane Major Arterial - Existing/Proposed
- Minor Arterial - Existing/Proposed
- Major Collector - Existing/Proposed
- Minor Collector - Existing/Proposed

EXISTING BICYCLE PLAN



PROPOSED BICYCLE PLAN

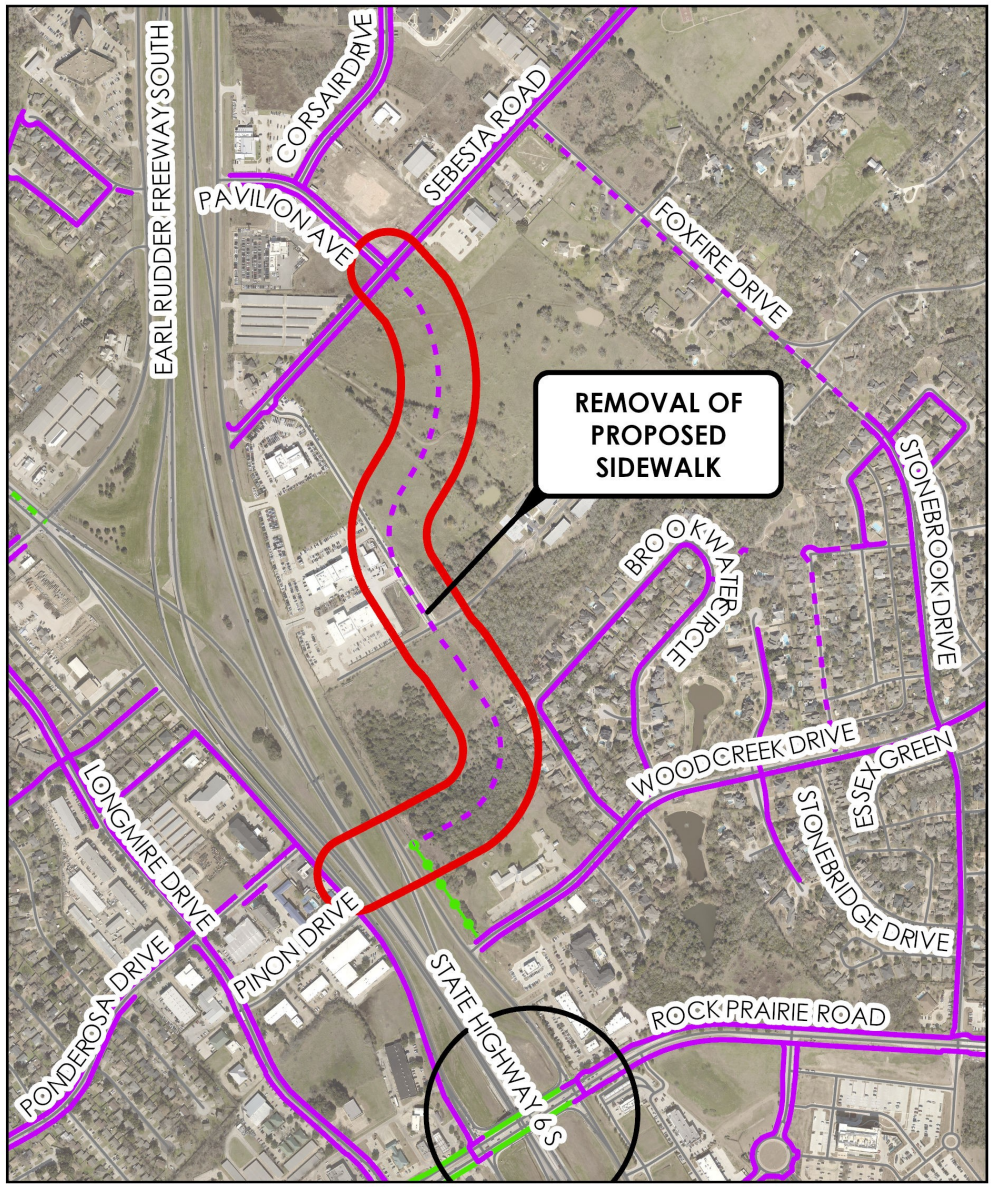


CITY OF COLLEGE STATION
PLANNING & DEVELOPMENT

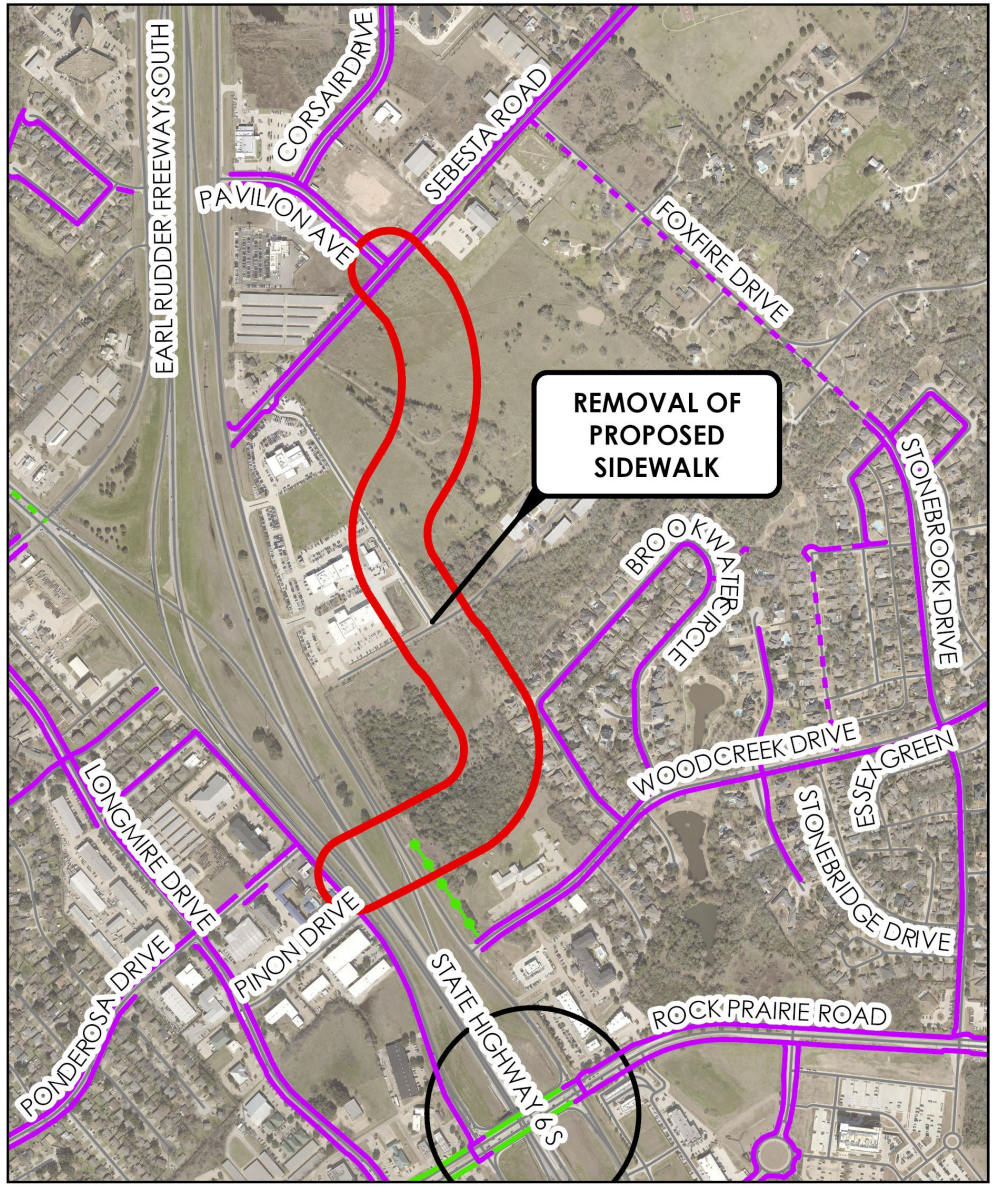
Proposed Bicycle Plan Amendment - Pavilion Avenue

- Bike Facility - Existing/Funded/Proposed
- Bike Route - Existing/Proposed
- Shared-use Path - Existing/Funded/Proposed
- Grade Separation - Existing/Funded/Proposed

EXISTING PEDESTRIAN PLAN



PROPOSED PEDESTRIAN PLAN



N

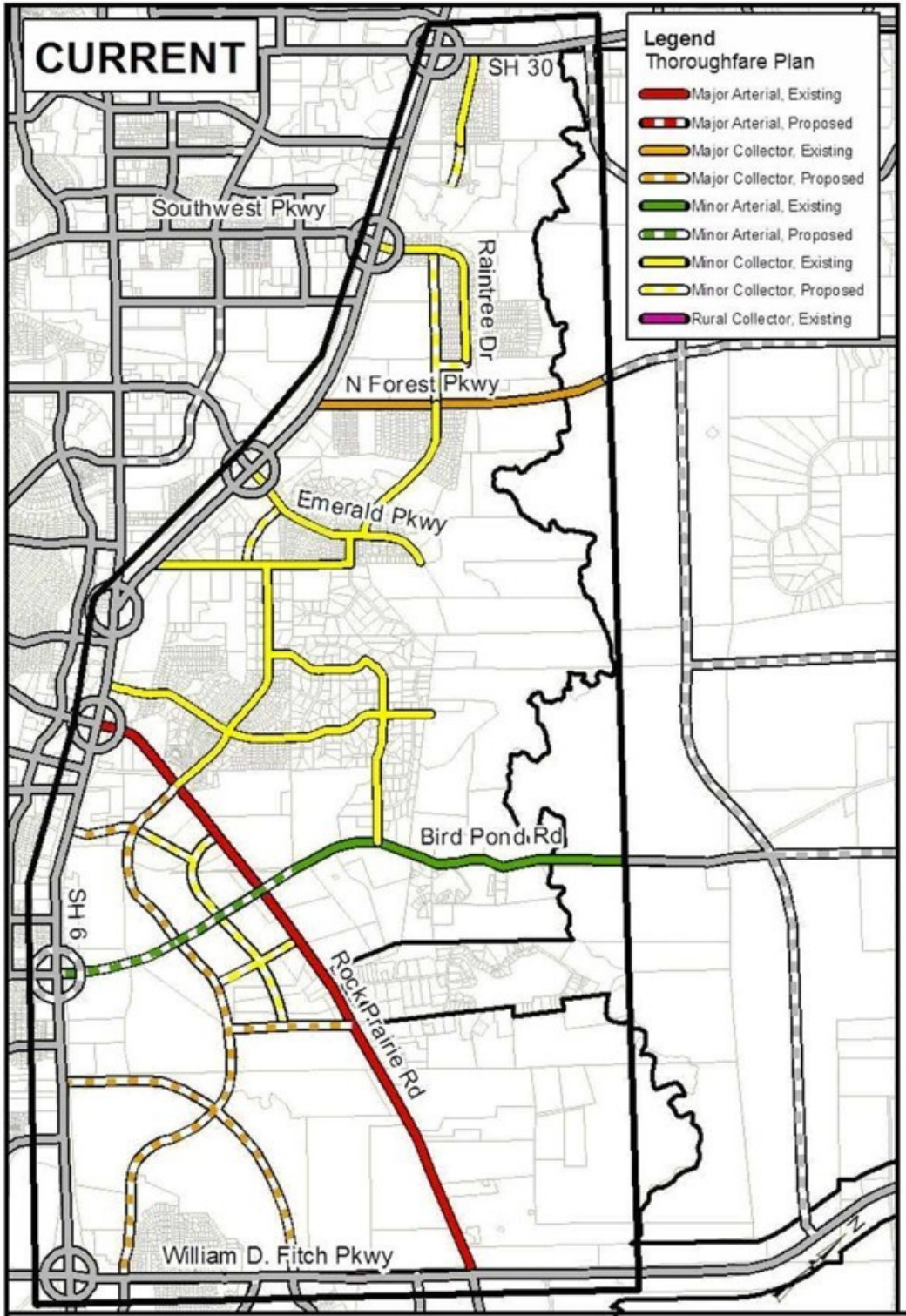
CITY OF COLLEGE STATION
PLANNING & DEVELOPMENT

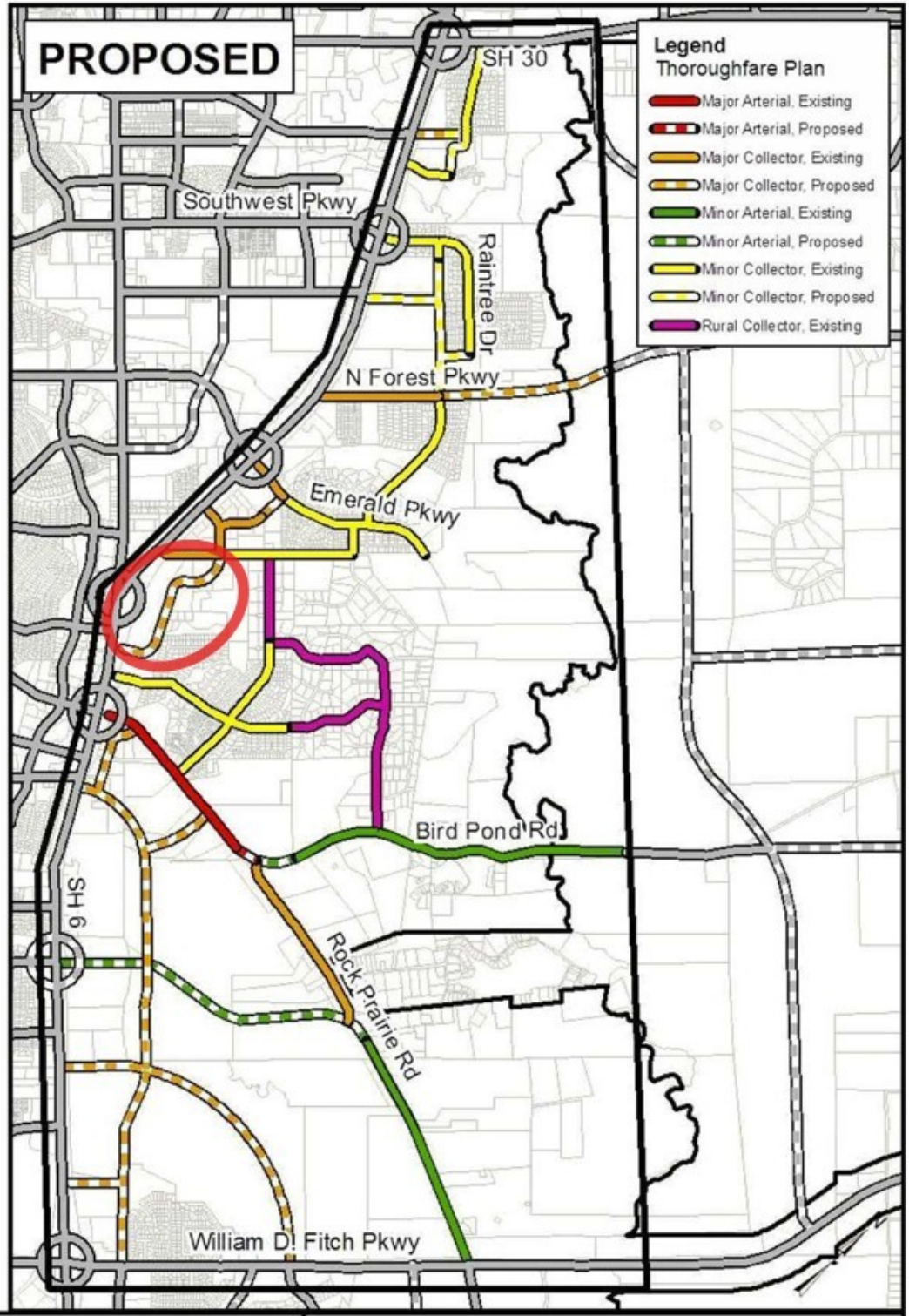
Proposed Bicycle Plan Amendment - Pavilion Avenue

Sidewalk - Existing/Funded/Proposed

Shared-use Path - Existing/Funded/Proposed

Grade Separation - Existing/Funded/Proposed





East College Station Transportation Study
Thoroughfare Plan Amendment

Case:
07-263

Project Type: Comprehensive Plan Amendment
Project Subtype: Thoroughfare Plan
Short Description: Pavilion Avenue Thoroughfare Amendment

APPLICATION FEES:

Rezoning App Fee:	N/A	(All fees for CSISD are waived)
Total:	**N/A**	

COMP PLAN:

Total Acreage:

Total site acreage is 40.943.

Community Character: **This application is related to Community Character.**

Not Applicable.

Transportation: **This application is related to Transportation.**

Applicable.

Other: **This application is related to other (please explain below).**

Not Applicable.

Element & Loc Amended: **What specific element of the Comprehensive Plan (for example, Land Use & Character designation, Thoroughfare Plan Context Class, or thoroughfare alignment) and at what specific location (if applicable) is requested to be amended?**

Thoroughfare alignment (including the Pedestrian and Bicycle alignments) of the proposed two-lane Minor Collector that is currently shown to extend the existing portion of Pavilion Avenue from Sebesta Road to State Highway 6. The roadway alignment removal is a change to the Thoroughfare Plan and the removal of the bike lane/sidewalks is a change to the Bicycle, Pedestrian, and Greenways Master Plan.

Amendment Request: **Please list the amendment(s) requested.**

Our request is to delete the segment of Pavilion Avenue from where it is proposed to be extended from Sebesta Road to State Highway 6 from the Thoroughfare Plan. This would include the proposed bike lanes, sidewalks and vehicle travel lanes. The removal of the bike lane/sidewalks is a change to the Bicycle, Pedestrian, and Greenways Master Plan.

Reason for the Amendment: **Please explain the reason for the amendment(s).**

We are requesting this amendment for two reasons. First, the purpose of this roadway is to provide an alternative north south connection parallel to State Highway 6 (SH6). However, because this roadway route extends from Sebesta Road to the one-way northbound frontage road there is very limited southbound movement to four existing lots (three of which are

developed a car dealerships) that already have north-south connectivity from Sebesta Road via a private access easement and a single undeveloped tract south of the dealerships with access to the SH6 frontage road. The second is since this roadway would only provide parallel southbound access to one 19.95-acre undeveloped tract, the expected connectivity in this area does not necessitate the construction cost for a Minor Collector roadway.

Changed Conditions: Please explain the changed or changing conditions in the subject area of the City.

The properties in College Station along this proposed roadway extension are mostly built out and traffic patterns are unlikely to change significantly in the future along this proposed route. As mentioned above, since 2018, three (3) car dealerships were constructed that all have north-south connectivity from Sebesta Road via a private access easement. This leaves a single undeveloped 19.95-acre tract south of the dealerships with access to the SH6 frontage road that this proposed Minor Collector would provide secondary access to since this proposed roadway would only connect to a one-way northbound frontage road.

Existing Element: Please show the compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the city as a whole.

The properties in College Station along this proposed roadway extension are mostly built out and traffic patterns are unlikely to change significantly in the future along this proposed route. As mentioned above, since 2018, three (3) car dealerships were constructed that all have north-south connectivity from Sebesta Road via a private access easement. This leaves a single undeveloped 19.95-acre tract south of the dealerships with access to the SH6 frontage road that this proposed Minor Collector would provide secondary access to since this proposed roadway would only connect to a one-way northbound frontage road.

ADDITIONAL INFORMATION:

Environment Impact: Please list any impacts on environmentally sensitive and natural areas.

The planned alignment of this roadway extension does not necessitate a crossing of any creeks and/or any other environmentally sensitive and natural areas.

Infrastructure Impact: List any impacts on infrastructure, including water, wastewater, drainage and transportation network.

There are no planned utility extensions along the Pavilion Avenue extension route. Therefore, there would be no impact to existing water, wastewater, or drainage networks. As mentioned previously, this area is mostly built out except for CSISD's property and three other properties. Any required infrastructure for this future development has already been constructed. Existing waterlines are located along Sebesta Road and the SH6 Frontage Road with existing sewer already extended to the rear of all the undeveloped properties.

Goals & Objectives: Explain consistency with the goals and strategies set forth in the Comprehensive Plan.

The goal of ***Chapter 8 – Managed Growth*** in the City's Comprehensive Plan is to have "Fiscally responsible and carefully managed development that is aligned with growth expectations and the ability to provide safe, timely, and efficient infrastructure and services."

As the Comprehensive Plan states, “the purpose of this chapter is to establish the necessary policy guidance and associated strategic actions to enable the City of College Station to manage its ongoing physical growth and development in a ***sensible, predictable, and fiscally responsible*** manner.”

The construction of this roadway is not sensible nor fiscally responsible because it does not serve the intended purpose of providing north-south connectivity since it loops back to a one-way frontage road. Only one undeveloped tract benefits from this access. Therefore, the benefit of the roadway does not mitigate the high construction cost to build it.

Additional Properties:

Not applicable.

ACKNOWLEDGEMENTS:

Acknowledgement (1): The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true, correct, and complete.

Agreed.

Acknowledgement (2): IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement from the owner. If there is more than one owner, all owners must sign the application or the power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Understood.

Project Proposal Meeting Acknowledgement: Applicant acknowledges that they understand a Project Proposal Meeting with neighborhood representatives is required for all CPAs requesting changes to the Future Land Use & Character Map, as stated in UDO Section 3.22.

Understood.

LOCATION:

Address:	1404 Sebesta Road
Parcel Number:	004601-0041-0000

Applicant Information:

Name:	Mitchell & Morgan, LLP C/O Veronica Morgan
Address:	3204 Earl Rudder Freeway South
City:	College Station
State:	Texas
Zip Code:	77845-6457
Phone:	979-260-6963
Email Address:	v@mitchellandmorgan.com

Owner Information:

Name:	College Station ISD C/O Paul Buckner
Address:	1812 Welsh Avenue
City:	College Station
State:	Texas
Zip Code:	77840
Phone:	979-764-5443
Email Address:	pbuckner@csisd.org

Contact Primary Information:

Name:	Mitchell & Morgan, LLP C/O Veronica Morgan
Address:	3204 Earl Rudder Freeway South
City:	College Station
State:	Texas
Zip Code:	77845-6457
Phone:	979-260-6963
Email Address:	v@mitchellandmorgan.com

Contact Secondary Information:

Name:	Mitchell & Morgan, LLP C/O Kerry Pillow
Address:	3204 Earl Rudder Freeway South
City:	College Station
State:	Texas
Zip Code:	77845-6457
Phone:	979-260-6963
Email Address:	kerry@mitchellandmorgan.com

Contact Tertiary Information:

Name:	Mitchell & Morgan, LLP C/O Tina Weido
Address:	3204 Earl Rudder Freeway South
City:	College Station
State:	Texas
Zip Code:	77845-6457
Phone:	979-260-6963
Email Address:	tina@mitchellandmorgan.com

Engineer Information:

Name:	Mitchell & Morgan, LLP C/O Veronica Morgan
Address:	3204 Earl Rudder Freeway South
City:	College Station
State:	Texas
Zip Code:	77845-6457
Phone:	979-260-6963
Email Address:	v@mitchellandmorgan.com

May 18, 2026
Item No. 9.2.

Sponsor: Lindsey Pressler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.103 acre 15-foot-wide Sewer Easement, said easement lying over, across, and upon Lot 'C' and Lot 'D' of The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, generally located at 603 Cherry St, according to the instruments recorded in Volume 145, Page 333 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

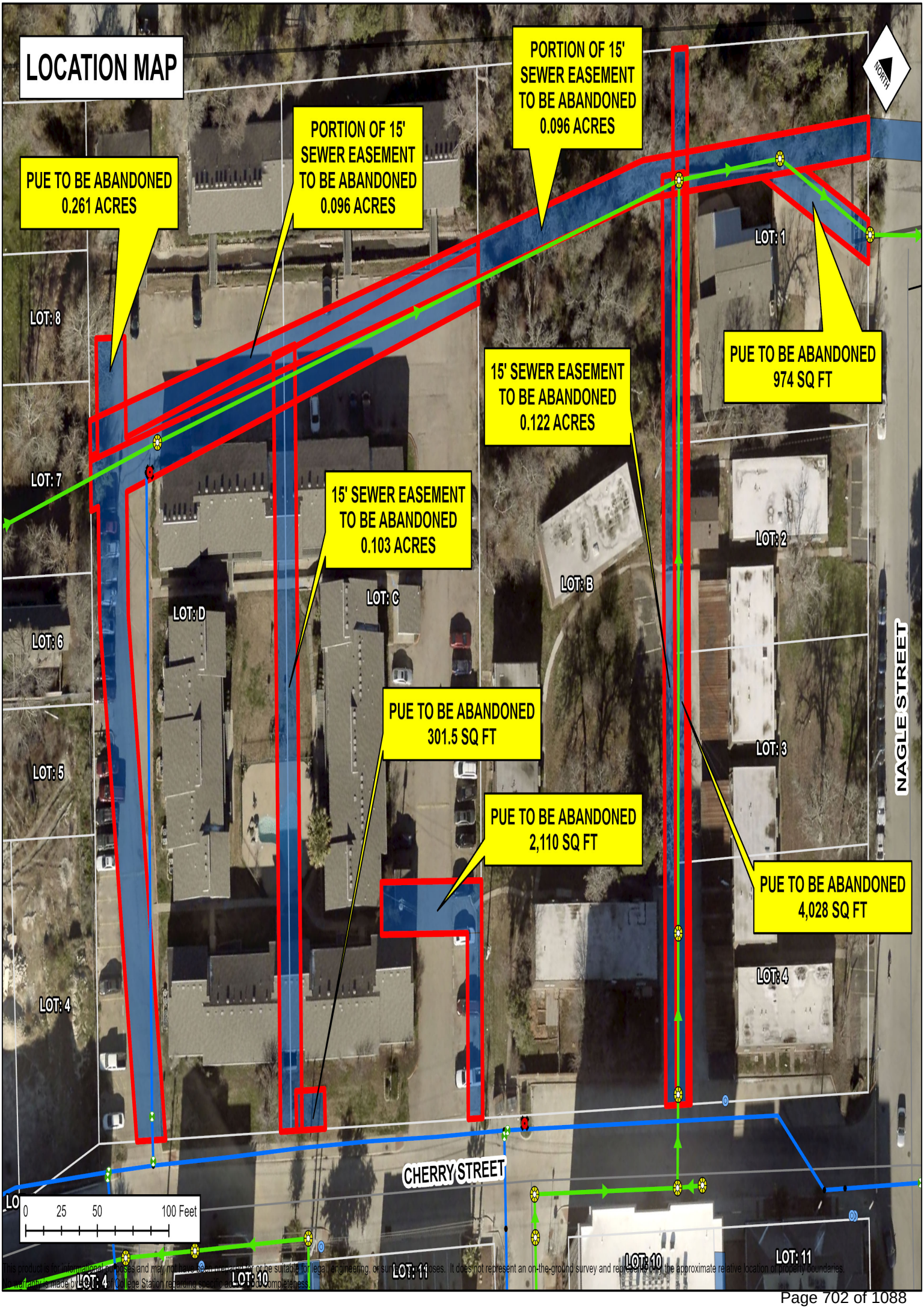
Recommendation(s): Staff recommends approval of the abandonment.

Summary: The abandonment of the utility easement is being requested by the applicant in order to build an apartment complex over existing easements on the site. The proposed layout necessitates relocating the easements and utility lines along Cherry St, Nagle St, and the northern lot lines of the The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, the Tauber Addition, and the Matt Cooley Subdivision.

The utility easement is located approximately four hundred and twenty (420) feet southwest of the intersection of Cherry St and Nagle St.

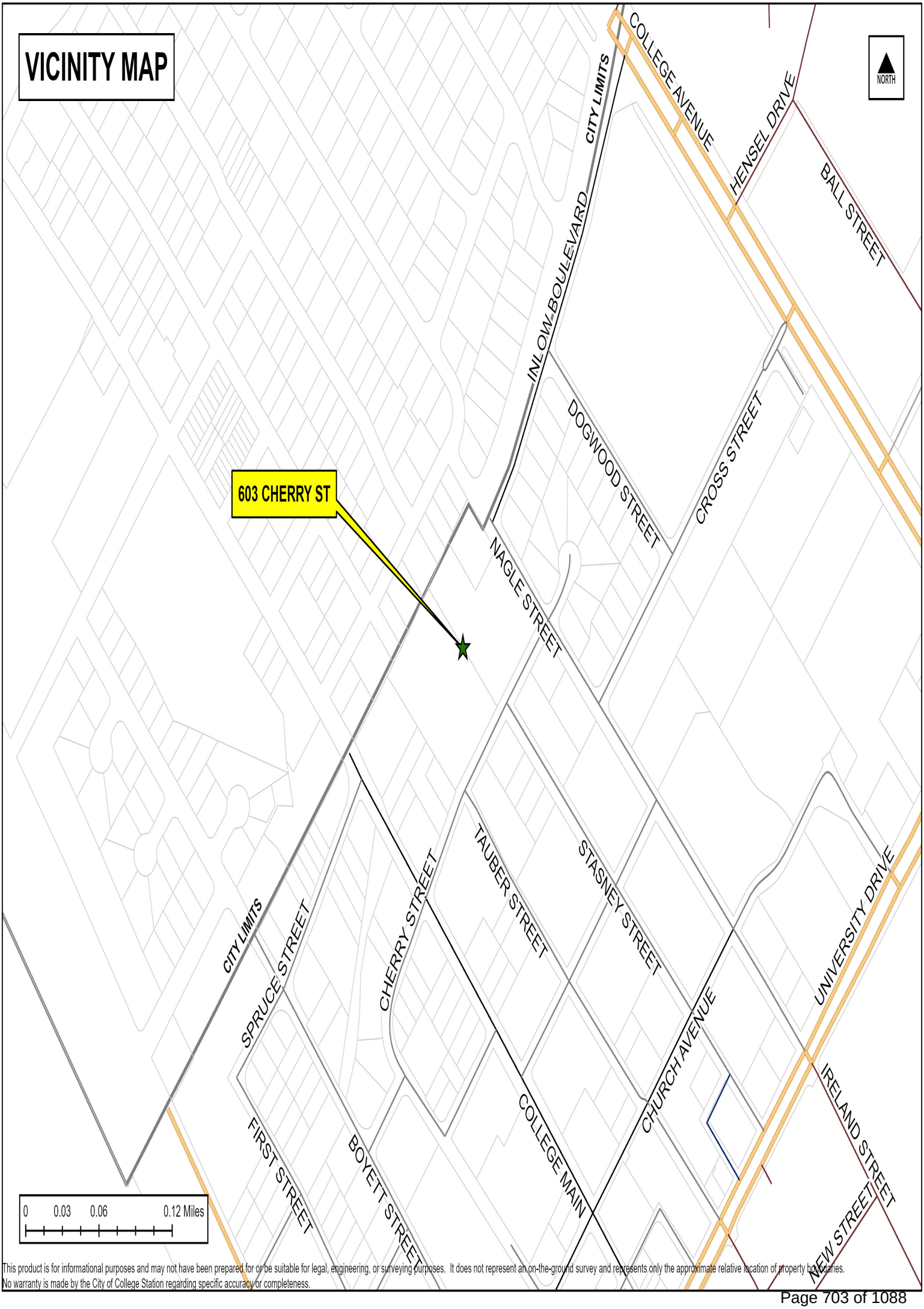
Budget & Financial Summary: N/A

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



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

VICINITY MAP



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

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

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ■ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ■ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ■ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ■ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- N/A For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ■ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

20' WIDE UTILITY EASEMENT - A (2888/337 ORBCT) ITEM 10d, 10' WIDE UTILITY EASEMENT - B (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - C (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - D (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - E (2888/337 ORBCT) ITEM 10d, 15' WIDE SEWER EASEMENT (145/33 DRBCT) ITEM 10g, 10' WIDE UTILITY EASEMENT (177/219 DRBCT) ITEM 10e

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Preston Jacks, P.E. E-mail preston.jacks@kimley-horn.com

Street Address 614 Holleman Drive E, Suite 1100

City College Station State TX Zip Code 77840

Phone Number 979-446-0780 Fax Number

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Core College Station Nagle, LLC E-mail _ Street Address:

1400 N Kingsbury, 3rd Floor City

Chicago State IL Zip Code 60642

Phone Number 8476449302 Fax Number

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

2/13/2026
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name Aggie Villas LLC E-mail _____

Street Address 12418 Boheme Dr

City Houston State TX Zip Code 77024

Reason consent was not obtained:
See below.

If objecting, points of objection:

Applicant / Developer has made several good faith attempts to communicate with the neighbor to discuss this form and City requirement. The neighbor has repeatedly refused to reasonably engage and discuss this form and the City's requirement related to the easement abandonment. As a result, the Applicant / Developer has not received a signature from the neighbor, and furthermore does not expect to receive a signature despite good faith efforts being made to obtain it.

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The easements proposed for abandonment are all on our site. None of the adjacent properties access public roadways through our site.

8. That there is no current public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

10. That all public utilities have access to serve current and future customers because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

11. Such public right-of-way/easement has been and is being used as follows:

The easements are currently used to contain existing utilities. These existing utilities will be abandoned and rerouted for the proposed development.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Chief Development Officer — Signature and title

2/13/2026 — Date

STATE OF ~~TEXAS~~ Illinois §
§ ACKNOWLEDGEMENT
COUTY OF ~~BRAZOS~~ Cook §

Subscribed and sworn to before me, a Notary Public, this 13th day of February, 2026 by Chad Matesi.

Notary Public in and for the State of Illinois

Official Seal
MADELAINE RAUSCH FLANAGAN
Notary Public, State of Illinois
Commission No. 1015025
My Commission Expires August 7, 2029

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A **EASEMENT #1 (0.261 ACRES)**

FIELD NOTES DESCRIPTION

OF

TWO 20' WIDE UTILITY EASEMENTS

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF TWO 20' WIDE UTILITY EASEMENTS PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'D' AND 'E' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch iron pipe found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the east corner of W.C. Boyett Estate Partition, filed in Volume 100, Page 440 (DRBCT) and being the south corner of said Lot 'D', from which a 1/2 inch iron rod with a yellow plastic cap stamped "STRONG RPLS 4961" found bears S 57° 23' 16" E, a distance of 5.10 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **N 41° 50' 39" E**, for a distance of **26.26 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 02' 48" W, a distance of 1,468.20 feet;

THENCE, across said Lot 'D', for the following three (3) courses and distances:

1) **N 53° 28' 46" W**, for a distance of **200.78 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **42.85 feet** to a point for corner;
3) **S 27° 36' 51" W**, for a distance of **5.18 feet** to a point for corner in the common line of said W.C. Boyett Estate Partition and said Lot 'D';

THENCE, with the common line of said W.C. Boyett Estate Partition and said Lot 'D', **N 47° 24' 06" W**, for a distance of **20.70 feet** to a point for corner;

THENCE, across said Lot 'D' for the following four (4) courses and distances:

1) **N 27° 36' 51" E**, for a distance of **5.18 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **43.58 feet** to a point for corner;
3) **N 42° 35' 54" E**, for a distance of **20.00 feet** to a point for corner;
4) **S 47° 24' 06" E**, for a distance of **38.23 feet** to a point for corner;

THENCE, continuing across said Lot 'D', **N 27° 36' 51" E**, and passing at a distance of 115.07 feet the common line of said Lot 'D' and said Lot 'C' and continuing across said Lot 'C' for a total distance of **256.37 feet** to a point for corner in the common line of said Lot 'C' and Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **20.78 feet** to a point for corner;

THENCE, across said Lot 'C', **S 27° 36' 51" W**, and passing at a distance of 141.14 feet the common line of said Lot 'C' and said Lot 'D' and continuing across said Lot 'D' for a total distance of **256.07 feet** to a point for corner;

THENCE, continuing across said Lot 'D' for the following two (2) courses and distances:

1) **S 47° 24' 06" E**, for a distance of **47.15 feet** to a point for corner;
2) **S 53° 28' 46" E**, for a distance of **201.58 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street, from which a 3/8 inch square iron rod found bears N 41° 50' 39" E, a distance of 221.72 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.09 feet** to the **POINT OF BEGINNING** hereof and containing **0.261 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT1_S.
Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

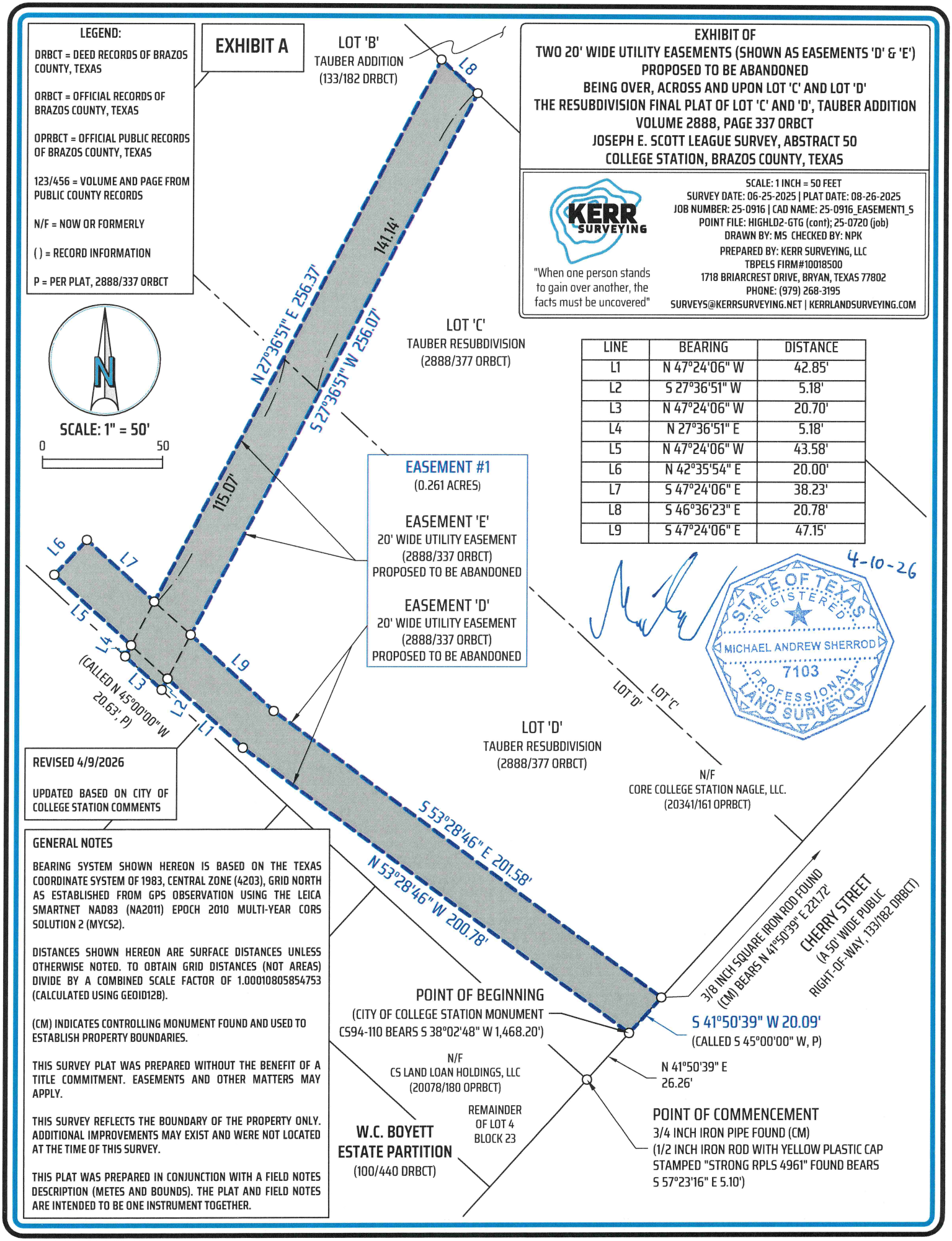

LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
P = PER PLAT, 2888/337 ORBCT
EXHIBIT A
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'D' & 'E')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT1_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
N
SCALE: 1" = 50'
0
50
LOT 'C'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
N 27°36'51" E 256.37'
S 27°36'51" W 256.07'
141.14'
115.07'
EASEMENT #1
(0.261 ACRES)
EASEMENT 'E'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
EASEMENT 'D'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
LINE | BEARING | DISTANCE
L1 | N 47°24'06" W | 42.85'
L2 | S 27°36'51" W | 5.18'
L3 | N 47°24'06" W | 20.70'
L4 | N 27°36'51" E | 5.18'
L5 | N 47°24'06" W | 43.58'
L6 | N 42°35'54" E | 20.00'
L7 | S 47°24'06" E | 38.23'
L8 | S 46°36'23" E | 20.78'
L9 | S 47°24'06" E | 47.15'
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
LOT 'D'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
LOT 'D'
LOT 'C'
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
(CALLED N 45°00'00" W 20.63', P)
S 53°28'46" E 201.58'
N 53°28'46" W 200.78'
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°02'48" W 1,468.20')
N/F
CS LAND LOAN HOLDINGS, LLC
(20078/180 OPRBCT)
REMAINDER OF LOT 4 BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
3/8 INCH SQUARE IRON ROD FOUND (CM) BEARS N 41°50'39" E 221.72'
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
S 41°50'39" W 20.09'
(CALLED S 45°00'00" W, P)
N 41°50'39" E 26.26'
POINT OF COMMENCEMENT
3/4 INCH IRON PIPE FOUND (CM)
(1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STRONG RPLS 4961" FOUND BEARS S 57°23'16" E 5.10')

EXHIBIT A **EASEMENT #2 (~301.5 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENT 'C' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C';

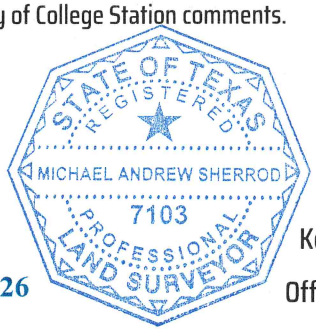
THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **110.03 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 21' 33" W, a distance of 1,599.71 feet;

THENCE, continuing with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.00 feet** to a point for corner , from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 138.04 feet;

THENCE, across said Lot 'C', for the following three (3) courses and distances:

1) **N 48° 11' 07" W**, for a distance of **15.07 feet** to a point for corner;
2) **N 41° 48' 53" E**, for a distance of **20.00 feet** to a point for corner;
3) **S 48° 11' 07" E**, for a distance of **15.08 feet** to the **POINT OF BEGINNING** hereof and containing **301.5 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.



4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
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Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

LEGEND:

ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C') AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B') PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 ORBCT)

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #3 (~2,110 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'A' AND 'B' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C', from which the City of College Station Monument CS94-110 bears S 38° 35' 00" W, a distance of 1,709.56 feet;

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.06 feet** to a point for corner, from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 258.01 feet;

THENCE, across said Lot 'C' for the following four (4) courses and distances:

1) **N 46° 35' 53" W**, for a distance of **70.91 feet** to a point for corner;
2) **S 43° 24' 07" W**, for a distance of **59.86 feet** to a point for corner;
3) **N 46° 35' 53" W**, for a distance of **20.00 feet** to a point for corner;
4) **N 43° 24' 07" E**, for a distance of **69.91 feet** to a point for corner in the common line of said Lot 'B' and said Lot 'C' and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **90.64 feet** to the **POINT OF BEGINNING** hereof and containing **2,110 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

KERR SURVEYING
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ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

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N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C')
AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

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THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #4 (0.122 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT), for the east corner of said Lot 4;

THENCE, with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **126.70 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 50' 06" W, a distance of 1,852.40 feet;

THENCE, continuing with the common line of said Lot 4, said Lot 'B' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.01 feet** to a point for corner in the common line of said Lot 'B' and Cherry Street;

THENCE, across said Lot 'B', **N 46° 26' 58" W**, for a distance of **354.47 feet** to a point for corner;

THENCE, across said Lot 'B' and crossing into said Lot 1, **N 38° 02' 18" E**, for a distance of **15.07 feet** to a point for corner within said Lot 1;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **355.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.122 acres**, more or less.

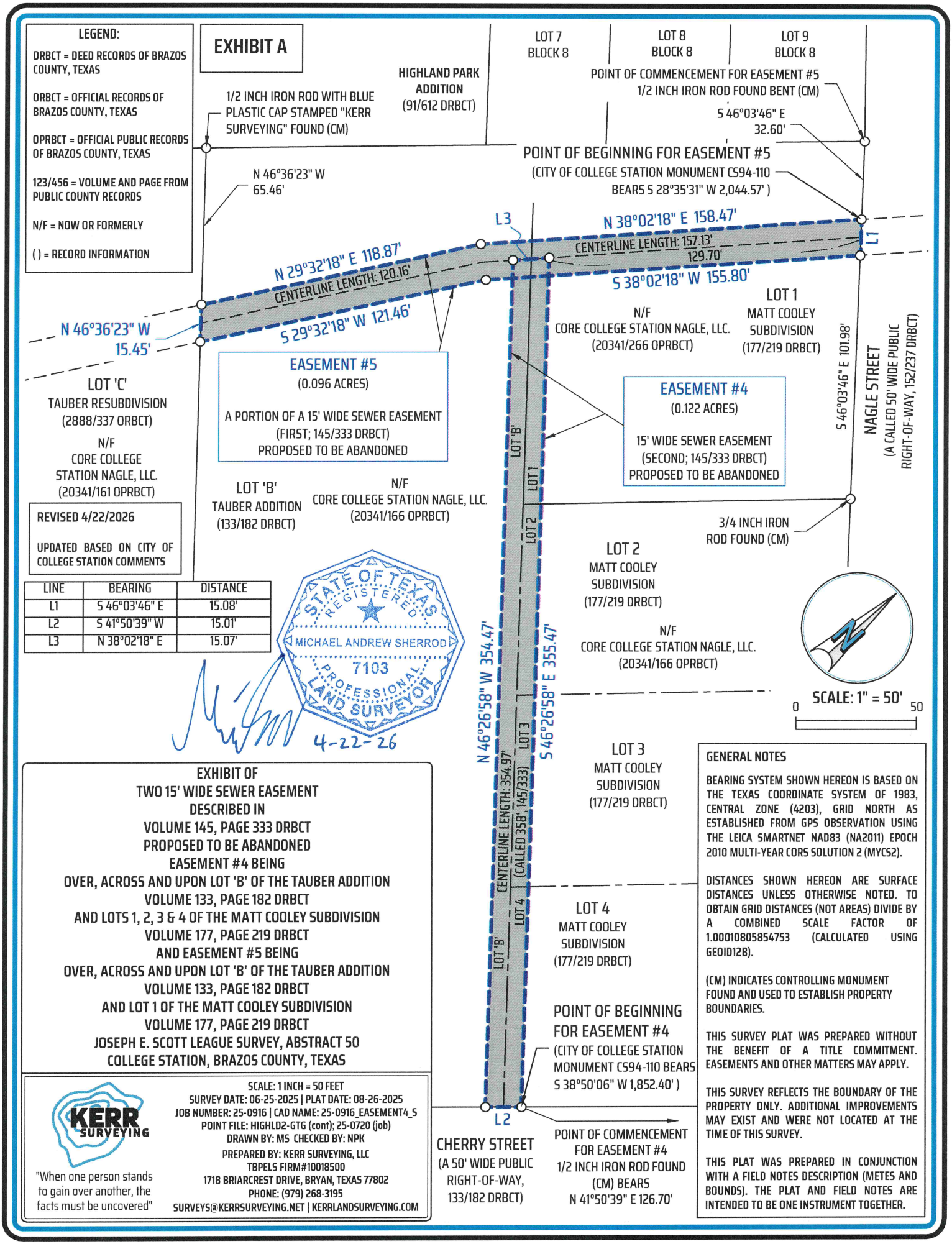
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 46°03'46" E	15.08'
L2	S 41°50'39" W	15.01'
L3	N 38°02'18" E	15.07'

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and Nagle Street, **S 46° 03' 46" E**, for a distance of **32.60 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 28° 35' 31" W, a distance of 2,044.57 feet;

THENCE, continuing with the common line of said Lot 1, **S 46° 03' 46" E**, for a distance of **15.08 feet** to a point for corner, from which a 3/4 inch iron rod found bears S 46° 03' 46" E, a distance of 101.98 feet;

THENCE, across said Lot 1 and crossing into said Lot 'B', **S 38° 02' 18" W**, for a distance of **155.80 feet** to a point for corner within said Lot 'B';

THENCE, continuing across said Lot 'B', **S 29° 32' 18" W**, for a distance of **121.46 feet** to a point for corner in the common line of said Lot 'B' and Lot 'C' of the Tauber Resubdivision filed in Volume 2888, Page 337 of the Official Records of Brazos County, Texas (ORBCT);

THENCE, with the common line of said Lot 'B' and said Lot 'C', **N 46° 36' 23" W**, for a distance of **15.45 feet** to a point for corner, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears N 46° 36' 23" W, a distance of 65.46 feet;

THENCE, across said Lot 'B', **N 29° 32' 18" E**, for a distance of **118.87 feet** to a point for corner;

THENCE, across said Lot 'B' and said Lot 1, **N 38° 02' 18" E**, for a distance of **158.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

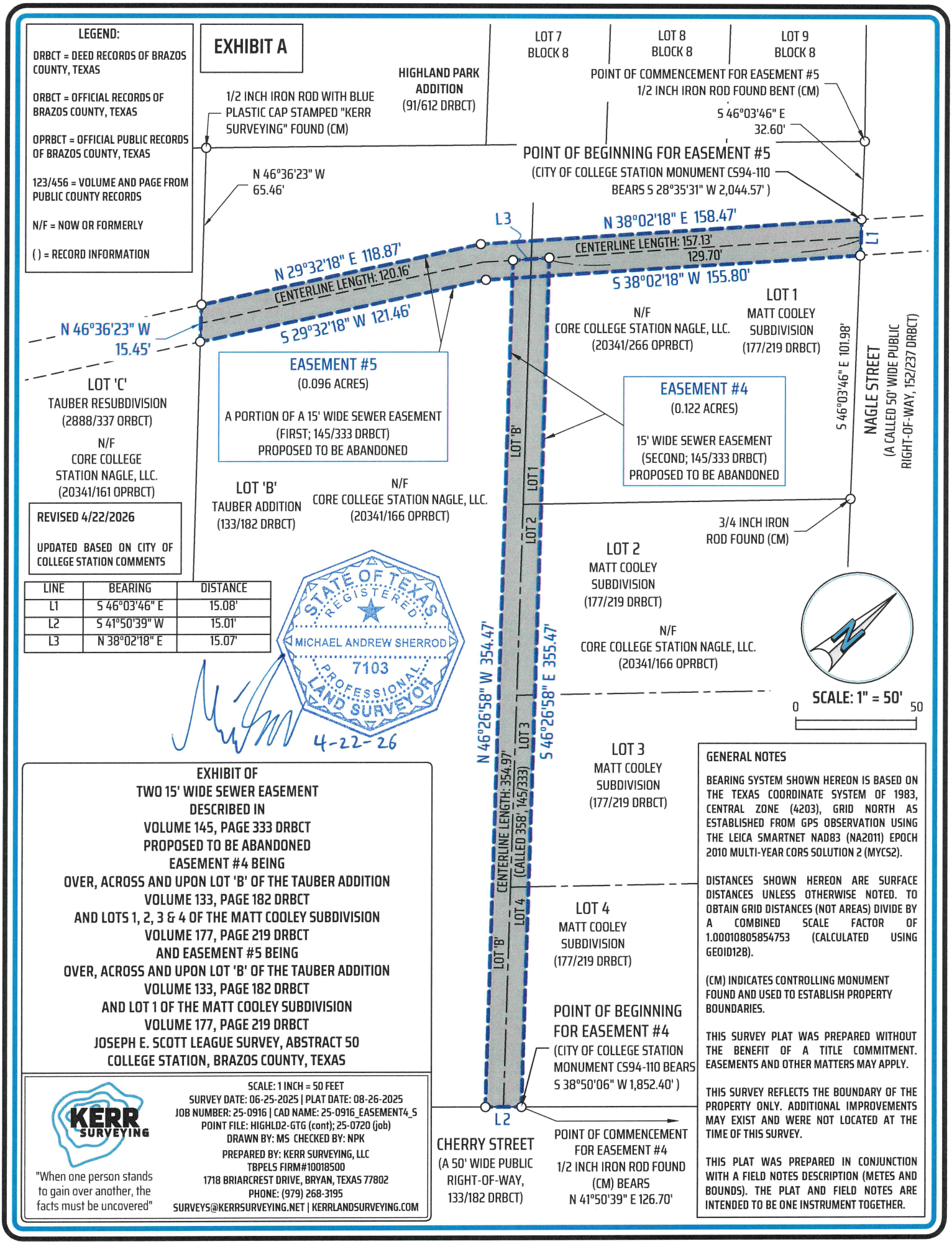


4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500


LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 7 BLOCK 8
LOT 8 BLOCK 8
LOT 9 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #5
1/2 INCH IRON ROD FOUND BENT (CM)
S 46°03'46" E 32.60'
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
POINT OF BEGINNING FOR EASEMENT #5
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 28°35'31" W 2,044.57')
N 46°36'23" W 65.46'
L3
N 38°02'18" E 158.47'
CENTERLINE LENGTH: 157.13'
129.70'
L1
N 29°32'18" E 118.87'
CENTERLINE LENGTH: 120.16'
S 38°02'18" W 155.80'
S 29°32'18" W 121.46'
N 46°36'23" W 15.45'
LOT 1
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/266 OPRBCT)
S 46°03'46" E 101.98'
NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)
EASEMENT #5
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
EASEMENT #4
(0.122 ACRES)
15' WIDE SEWER EASEMENT
(SECOND; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'B'
LOT 1
LOT 2
LOT 3
LOT 4
3/4 INCH IRON ROD FOUND (CM)
LOT 2
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N 46°26'58" W 354.47'
S 46°26'58" E 355.47'
CENTERLINE LENGTH: 354.97'
(CALLED 358', 145/333)
LOT 3
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
LOT 4
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
POINT OF BEGINNING FOR EASEMENT #4
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°50'06" W 1,852.40')
L2
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #4
1/2 INCH IRON ROD FOUND (CM) BEARS N 41°50'39" E 126.70'
SCALE: 1" = 50'
0
50
REVISED 4/22/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
LINE | BEARING | DISTANCE
L1 | S 46°03'46" E | 15.08'
L2 | S 41°50'39" W | 15.01'
L3 | N 38°02'18" E | 15.07'
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
4-22-26
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
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VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
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THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 10' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT HAVING BEEN DEDICATED PER MATT COOLEY SUBDIVISION PLAT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and said Highland Park Addition, **S 41° 12' 57" W**, for a distance of **126.97 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 26° 50' 04" W, a distance of 1,930.20 feet;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **402.82 feet** to a point for corner in the common line of said Lot 4 and Cherry Street (a 50' wide public right-of-way, 133/182 DRBCT) and being the east corner hereof;

THENCE with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.00 feet** to a point for corner, for the south corner of said Lot 4 and being the east corner of Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT);

THENCE, with the common line of said Lot 'B' and said Matt Cooley Subdivision, **N 46° 26' 58" W**, for a distance of **402.71 feet** to a point for corner in the southeast line of said Highland Park Addition, for the north corner of said Lot 'B' and being the west corner of said Lot 1, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears S 41° 12' 57" W, a distance of 136.71 feet;

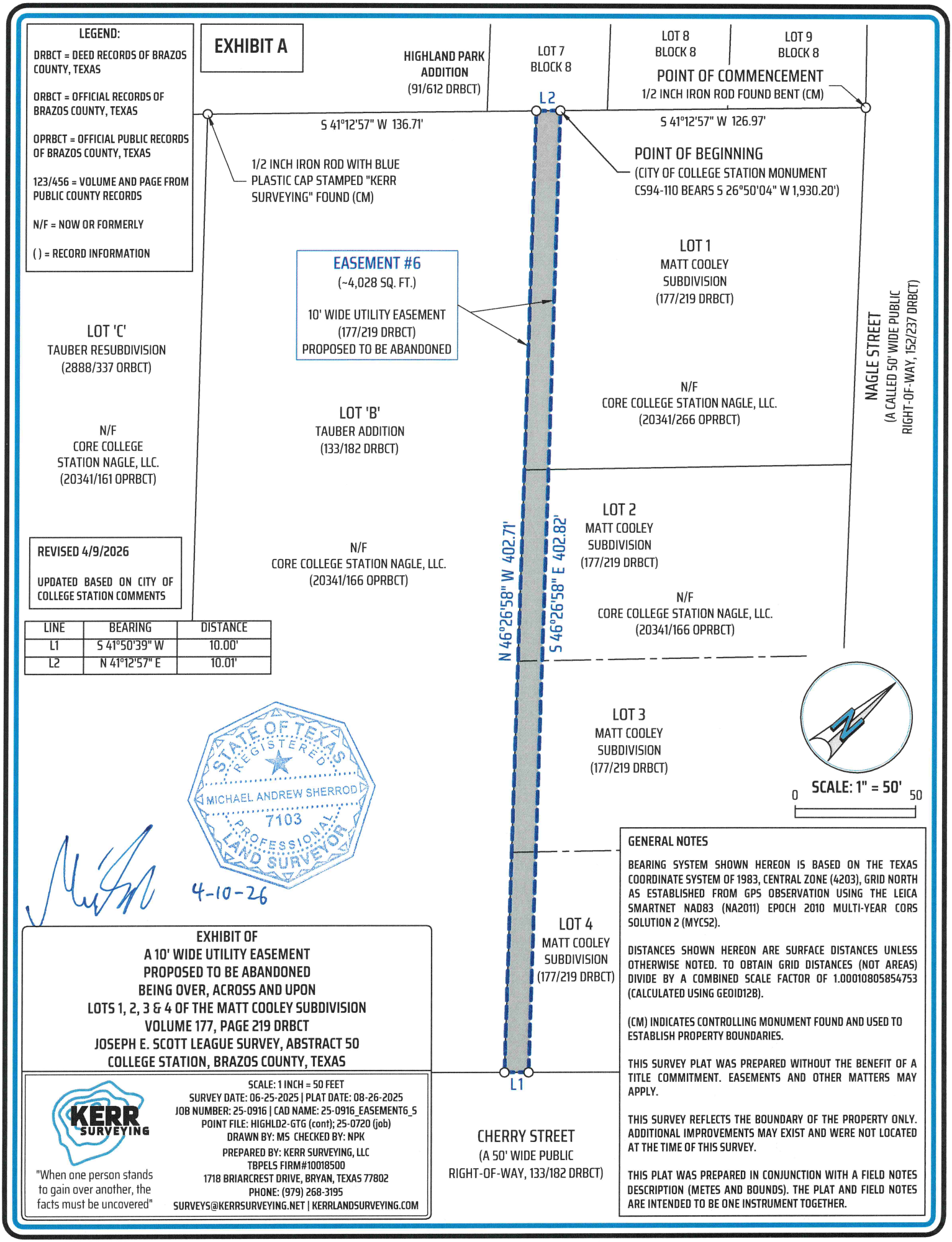
THENCE, with the common line of said Highland Park Addition and said Lot 1, **N 41° 12' 57" E**, for a distance of **10.01 feet** to the **POINT OF BEGINNING** hereof and containing **4,028 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT6_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26
Michael Andrew Sherrod
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LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.00'
L2	N 41°12'57" E	10.01'

EXHIBIT A **EASEMENT #7 (0.103 ACRES)**

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, of the Deed Records of Brazos County, Texas; DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT);

THENCE, with the northwest line of Cherry Street, **S 41° 50' 39" W**, for a distance of **396.04 feet** to a point for corner in the common line of said Lot 'C' and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 19' 24" W, a distance of 1,583.49 feet;

THENCE, continuing with the common line of said Lot 'C', said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.00 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street;

THENCE, across said Lot 'D', **N 47° 02' 17" W**, for a distance of **296.44 feet** to a point for corner;

THENCE, across said Lot 'D' and crossing into said Lot 'C', **N 29° 32' 18" E**, for a distance of **15.42 feet** to a point for corner within said Lot 'C';

THENCE, across said Lot 'C', **S 47° 02' 17" E**, for a distance of **299.73 feet** to the **POINT OF BEGINNING** hereof and containing **0.103 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod

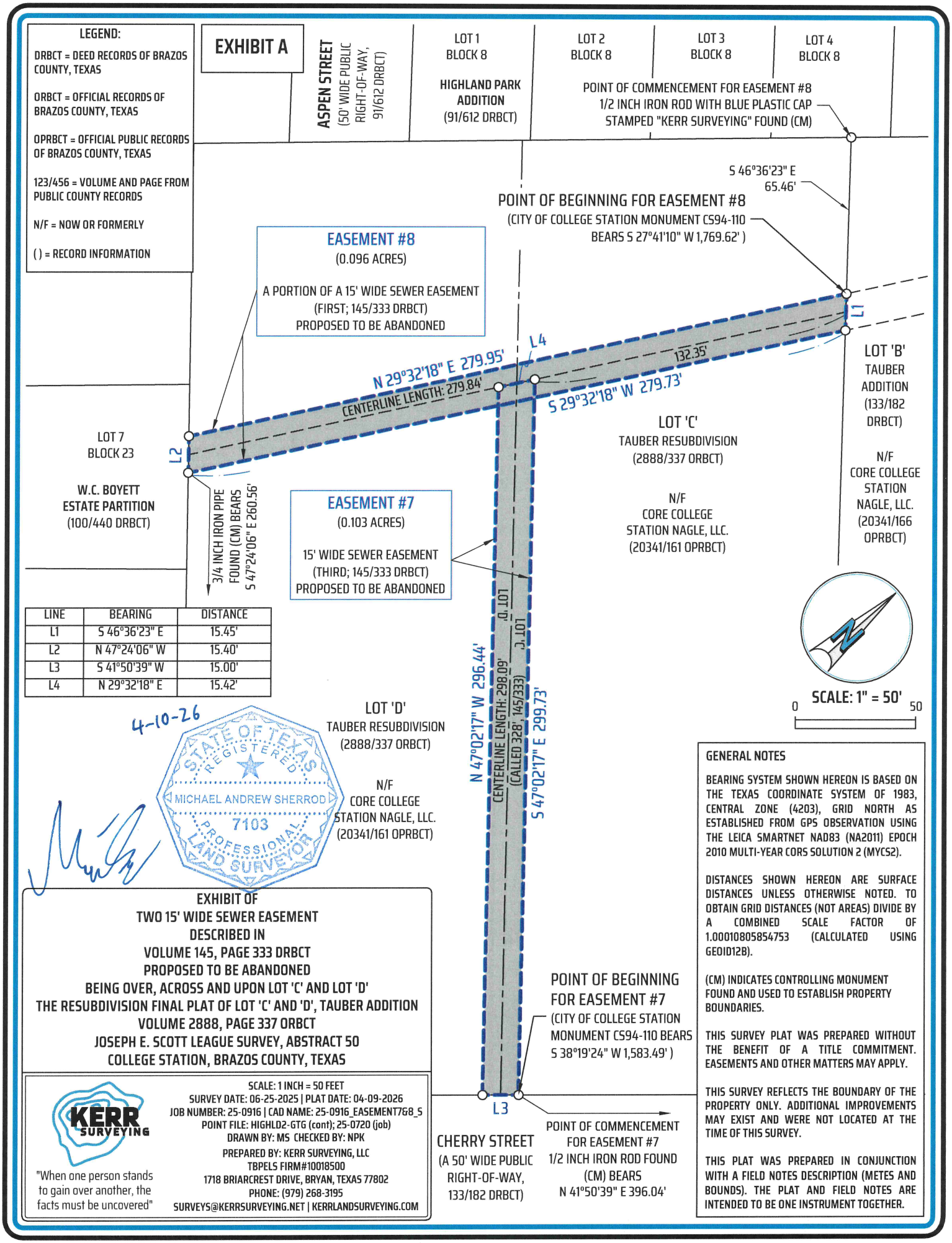
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LINE	BEARING	DISTANCE
L1	S 46°36'23" E	15.45'
L2	N 47°24'06" W	15.40'
L3	S 41°50'39" W	15.00'
L4	N 29°32'18" E	15.42'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

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EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
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PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A **EASEMENT #8 (0.096 ACRES)**

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A PORTION OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with blue plastic cap stamped 'KERR SURVEYING' on the southeast line of Lot 4, Block 8, Highland Park Addition filed in Volume 91, Page 612 of the Deed Records of Brazos County, Texas (DRBCT) marking the northwest common corner of said Lots 'C' and 'D';

THENCE, S 46° 36' 23" E with the common line of said Lots 'C' and 'D' a distance of 65.46 feet to a point for corner in said common line being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 27° 41' 10" W, a distance of 1,769.62 feet;

THENCE, with said common line, **S 46° 36' 23" E,** for a distance of **15.45 feet** to a point for corner in said common line;

THENCE, over, across, and upon said Lots 'C' and 'D', **S 29° 32' 18" W,** for a distance of **279.73 feet** to a point for corner in the northeast line of Lot 7, Block 23, W.C. Boyett Estate Partition filed in Volume 100, Page 440 (DRBCT) and the southwest line of said Lot 'D', from which a 3/4 inch iron pipe found bears S 47° 24' 06" E a distance of 260.56 feet;

THENCE, with said Lot 7, Block 23 and said Lot 'D', **N 47° 24' 06" W,** for a distance of **15.40 feet** to a point for corner;

THENCE, over, across, and upon said Lots 'D' and 'C', **N 29° 32' 18" E,** for a distance of **279.95 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S. Revised 04/09/2026: Updated per City of College Station comments.

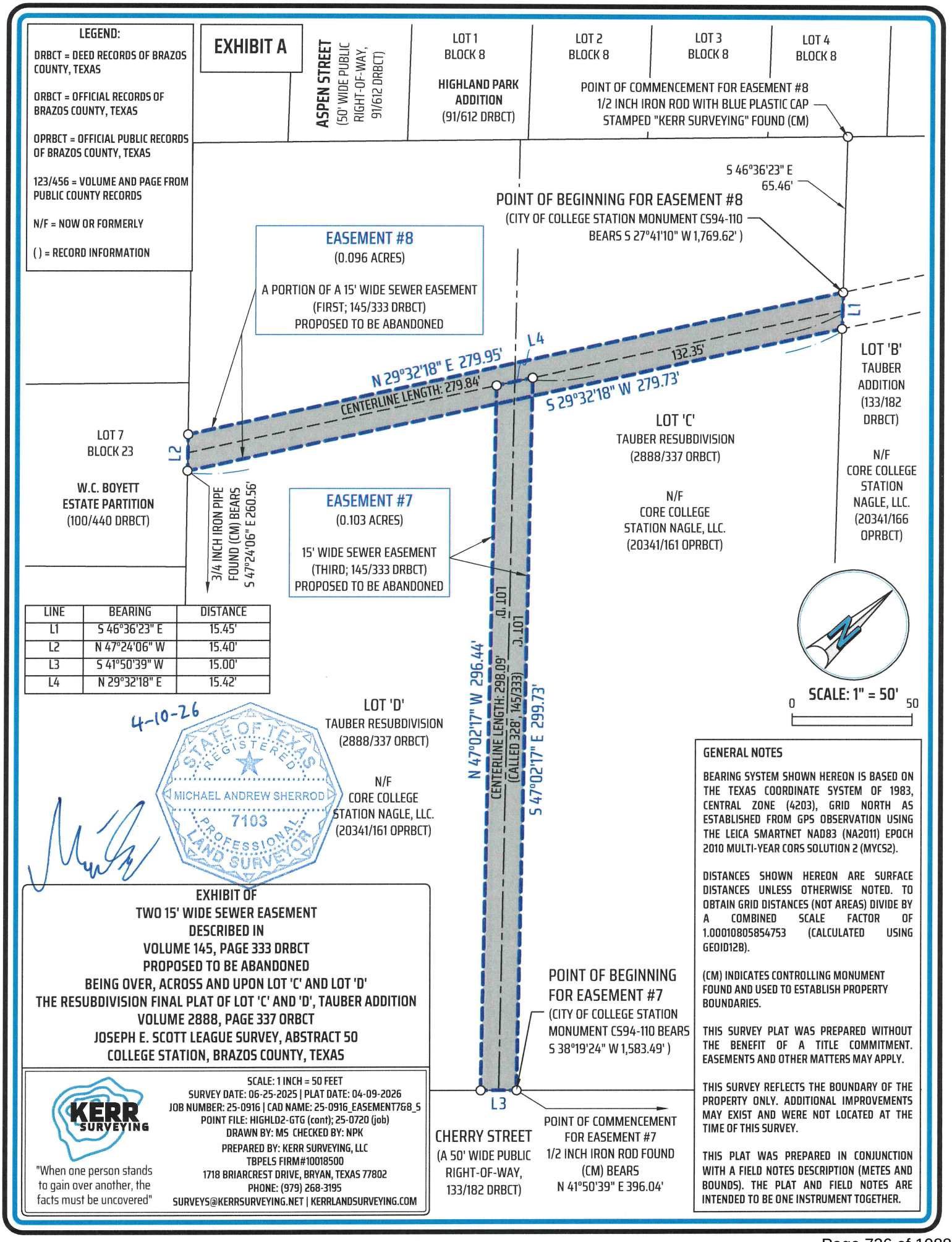
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 46°36'23" E	15.45'
L2	N 47°24'06" W	15.40'
L3	S 41°50'39" W	15.00'
L4	N 29°32'18" E	15.42'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A

FIELD NOTES DESCRIPTION

OF A

15' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE 15 FOOT UTILITY EASEMENT RECORDED IN VOLUME 3865, PAGE 300 OPRBCT OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the northeast line of said Lot 1 and on the southwest right-of-way of Nagle Street (called 50 foot wide public right-of-way, 152/237 DRBCT) from which the City of College Station monument CS94-110 bears S 29° 39' 14" W a distance of 2,034.57 feet; also from which a 1/2 inch iron rod found bent on said southwest right-of-way marking the north corner of said Lot 1 bears N 46° 03' 46" W a distance of 71.71 feet;

THENCE, with said right-of-way common with said northeast line of Lot 1, **S 46° 03' 46" E a distance of 16.38 feet** to a point from which a 3/4 inch iron rod found bears S 46° 03' 46" E a distance of 61.58 feet;

THENCE, over, across, and upon said Lot 1 for the following three (3) courses and distances:

1) **S 67° 37' 22" W a distance of 81.41 feet** to a point on the southeast line of another 15-foot wide sewer easement (145/333 DRBCT);
2) **N 38° 02' 18" E** with said southeast line of 15-foot wide sewer easement (145/333 DRBCT) **a distance of 30.38 feet;**

3) **N 67° 37' 22" E** a distance of **48.41 feet** to the **POINT OF BEGINNING** hereof and containing **974 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared October 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-1194-S Abandon Esmt.



4/20/26

Michael Andrew Sherrod

Registered Professional Land Surveyor No. 7103

Revised labels per city request 4-2-2026

Revised to add "Exhibit A" per city request 4-20-2026

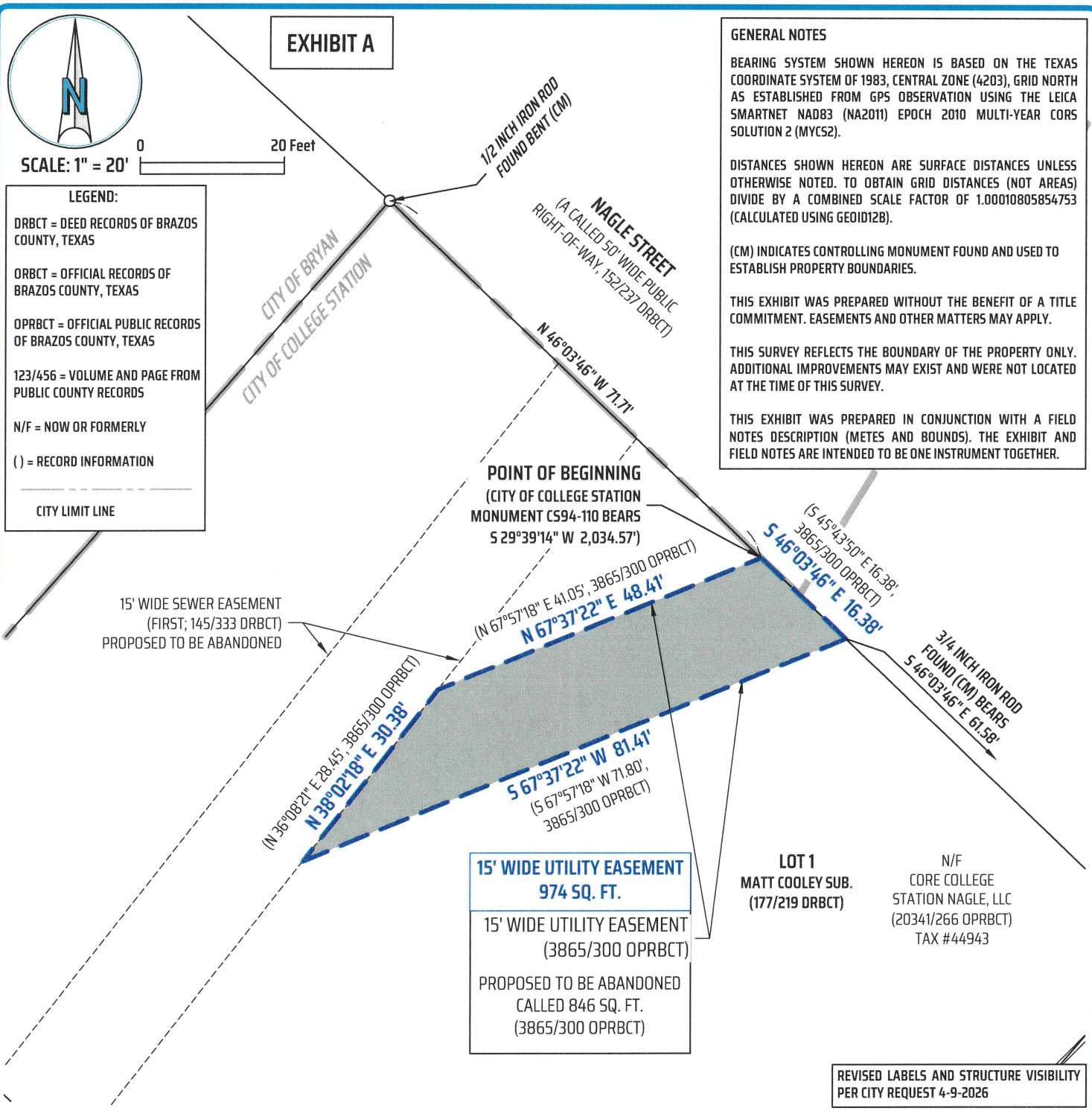
KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT A



LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

CITY LIMIT LINE

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE EXHIBIT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

REVISED LABELS AND STRUCTURE VISIBILITY PER CITY REQUEST 4-9-2026

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4-10-26

EXHIBIT OF
A 15' WIDE UTILITY EASEMENT DEDICATED IN VOLUME 3865, PAGE 300, OPRBCT, PROPOSED TO BE ABANDONED BEING OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUB. VOLUME 177, PAGE 219, DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
FIELD SURVEY DATE: 06-25-2025 | PLAT DATE: 10-03-2025
JOB NUMBER: 25-1194 | CAD NAME: 25-1194-S Abandon Esmt
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: TJF CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



Core Spaces NG SH - Easement Abandonment Exhibit

College Station, Texas
APRIL 2026

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: Michael R Zwernemann

Title: OSP Engineer

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: Construction Ops Lead

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____ (Eric Armke)

Title: Electrical Engineer

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: GENERAL MANAGER

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter
City Engineer
City of College Station

Brian Binford
Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

William Glenn Gavit
Electric Department
City of College Station

Water Services Department
City of College Station

Emily Fisher
Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Cale Kobza

ADDRESS: 21 Lakeside Lane

Hockley, TX 77447

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.103 ACRE 15-FOOT-WIDE SEWER EASEMENT, SAID EASEMENT LYING OVER, ACROSS, AND UPON LOTS 'C' AND 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, ACCORDING TO THE INSTURMENTS RECORDED IN VOLUME 145, PAGE 333 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.103 acre 15-foot-wide Sewer Easement, said easement lying over, across, and upon Lot 'C' and 'D' of the Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, according to the instruments recorded in Volume 145, Page 333 as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Easement"); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Easement.

3. There is no anticipated future public need or use for the Easement.

4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easement as described in **Exhibit "A"** be abandoned and vacated by the City.

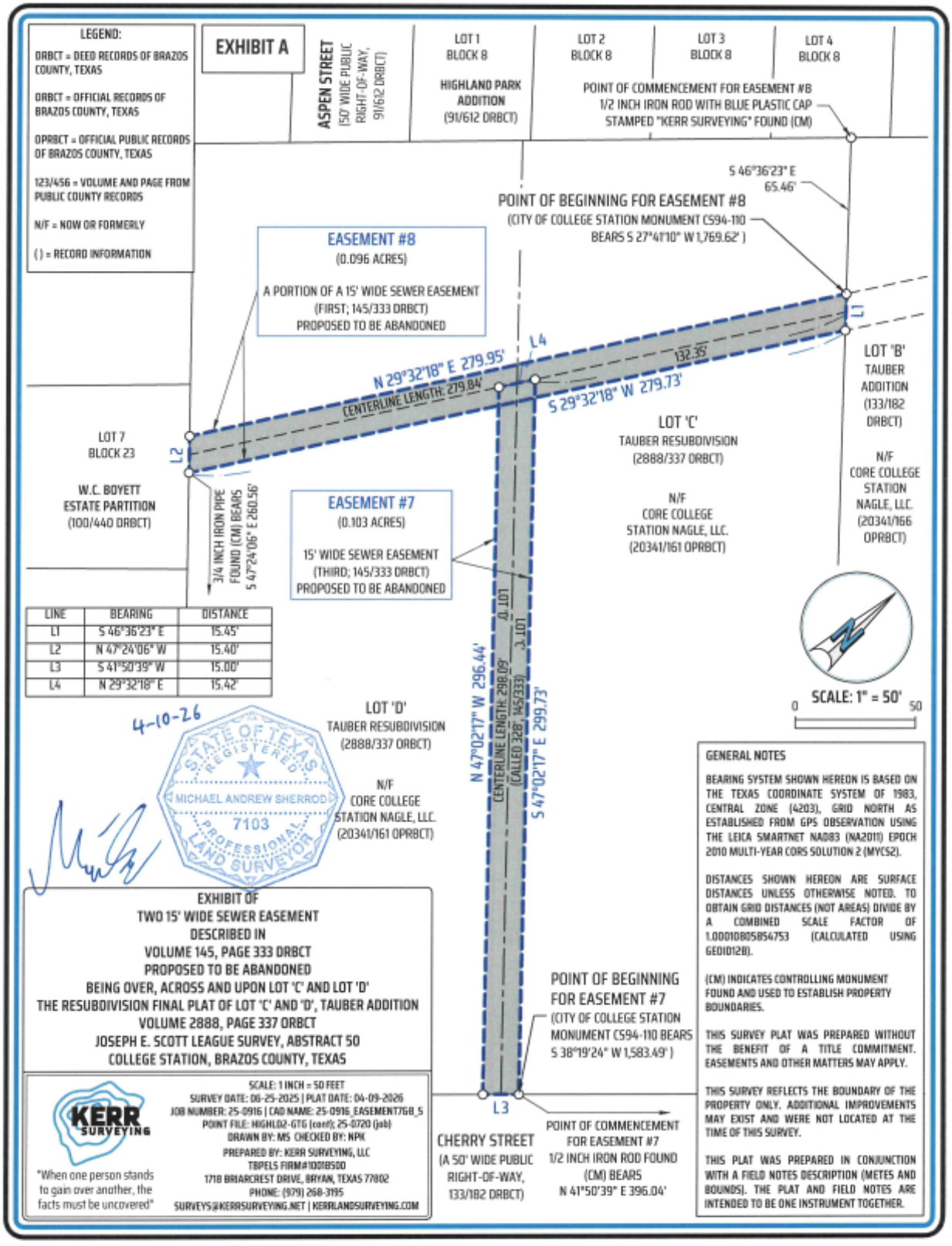
PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney



LINE	BEARING	DISTANCE
L1	S 46°36'23" E	15.45'
L2	N 47°24'06" W	15.40'
L3	S 41°50'39" W	15.00'
L4	N 29°32'18" E	15.42'

EXHIBIT A **EASEMENT #7 (0.103 ACRES)**

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, of the Deed Records of Brazos County, Texas; DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT);

THENCE, with the northwest line of Cherry Street, **S 41° 50' 39" W**, for a distance of **396.04 feet** to a point for corner in the common line of said Lot 'C' and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 19' 24" W, a distance of 1,583.49 feet;

THENCE, continuing with the common line of said Lot 'C', said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.00 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street;

THENCE, across said Lot 'D', **N 47° 02' 17" W**, for a distance of **296.44 feet** to a point for corner;

THENCE, across said Lot 'D' and crossing into said Lot 'C', **N 29° 32' 18" E**, for a distance of **15.42 feet** to a point for corner within said Lot 'C';

THENCE, across said Lot 'C', **S 47° 02' 17" E**, for a distance of **299.73 feet** to the **POINT OF BEGINNING** hereof and containing **0.103 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

1 | Page

25-0916_M&B_E7.docx

May 18, 2026
Item No. 9.3.
Utility Easement - 603 Cherry

Sponsor: Lindsey Pressler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning two utility easements totaling 2,110 square feet, said easements lying over, across, and upon Lot 'C' of The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, generally located at 603 Cherry St, according to the instruments recorded in Volume 2888, Page 337 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary: The abandonment of the utility easements is being requested by the applicant in order to build an apartment complex over existing easements on the site. The proposed layout necessitates relocating the easements and utility lines along Cherry St, Nagle St, and the northern lot lines of the The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, the Tauber Addition, and the Matt Cooley Subdivision.

The utility easements are located approximately three hundred feet (300 ft) southwest from the intersection of Nagle and Cherry.

Budget & Financial Summary: N/A

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

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

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ■ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ■ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ■ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ■ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- N/A For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ■ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

20' WIDE UTILITY EASEMENT - A (2888/337 ORBCT) ITEM 10d, 10' WIDE UTILITY EASEMENT - B (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - C (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - D (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - E (2888/337 ORBCT) ITEM 10d, 15' WIDE SEWER EASEMENT (145/33 DRBCT) ITEM 10g, 10' WIDE UTILITY EASEMENT (177/219 DRBCT) ITEM 10e

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Preston Jacks, P.E. E-mail preston.jacks@kimley-horn.com

Street Address 614 Holleman Drive E, Suite 1100

City College Station State TX Zip Code 77840

Phone Number 979-446-0780 Fax Number

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Core College Station Nagle, LLC E-mail _ Street Address:

1400 N Kingsbury, 3rd Floor City

Chicago State IL Zip Code 60642

Phone Number 8476449302 Fax Number

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

2/13/2026
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name Aggie Villas LLC E-mail _____

Street Address 12418 Boheme Dr

City Houston State TX Zip Code 77024

Reason consent was not obtained:
See below.

If objecting, points of objection:

Applicant / Developer has made several good faith attempts to communicate with the neighbor to discuss this form and City requirement. The neighbor has repeatedly refused to reasonably engage and discuss this form and the City's requirement related to the easement abandonment. As a result, the Applicant / Developer has not received a signature from the neighbor, and furthermore does not expect to receive a signature despite good faith efforts being made to obtain it.

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The easements proposed for abandonment are all on our site. None of the adjacent properties access public roadways through our site.

8. That there is no current public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

10. That all public utilities have access to serve current and future customers because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

11. Such public right-of-way/easement has been and is being used as follows:

The easements are currently used to contain existing utilities. These existing utilities will be abandoned and rerouted for the proposed development.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Chief Development Officer — Signature and title

2/13/2026 — Date

STATE OF ~~TEXAS~~ Illinois §
§ ACKNOWLEDGEMENT
COUTY OF ~~BRAZOS~~ Cook §

Subscribed and sworn to before me, a Notary Public, this 13th day of February, 2026 by Chad Matesi.

Notary Public in and for the State of Illinois

Official Seal
MADELAINE RAUSCH FLANAGAN
Notary Public, State of Illinois
Commission No. 1015025
My Commission Expires August 7, 2029

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A **EASEMENT #1 (0.261 ACRES)**

FIELD NOTES DESCRIPTION

OF

TWO 20' WIDE UTILITY EASEMENTS

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF TWO 20' WIDE UTILITY EASEMENTS PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'D' AND 'E' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch iron pipe found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the east corner of W.C. Boyett Estate Partition, filed in Volume 100, Page 440 (DRBCT) and being the south corner of said Lot 'D', from which a 1/2 inch iron rod with a yellow plastic cap stamped "STRONG RPLS 4961" found bears S 57° 23' 16" E, a distance of 5.10 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **N 41° 50' 39" E**, for a distance of **26.26 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 02' 48" W, a distance of 1,468.20 feet;

THENCE, across said Lot 'D', for the following three (3) courses and distances:

1) **N 53° 28' 46" W**, for a distance of **200.78 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **42.85 feet** to a point for corner;
3) **S 27° 36' 51" W**, for a distance of **5.18 feet** to a point for corner in the common line of said W.C. Boyett Estate Partition and said Lot 'D';

THENCE, with the common line of said W.C. Boyett Estate Partition and said Lot 'D', **N 47° 24' 06" W**, for a distance of **20.70 feet** to a point for corner;

THENCE, across said Lot 'D' for the following four (4) courses and distances:

1) **N 27° 36' 51" E**, for a distance of **5.18 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **43.58 feet** to a point for corner;
3) **N 42° 35' 54" E**, for a distance of **20.00 feet** to a point for corner;
4) **S 47° 24' 06" E**, for a distance of **38.23 feet** to a point for corner;

THENCE, continuing across said Lot 'D', **N 27° 36' 51" E**, and passing at a distance of 115.07 feet the common line of said Lot 'D' and said Lot 'C' and continuing across said Lot 'C' for a total distance of **256.37 feet** to a point for corner in the common line of said Lot 'C' and Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **20.78 feet** to a point for corner;

THENCE, across said Lot 'C', **S 27° 36' 51" W**, and passing at a distance of 141.14 feet the common line of said Lot 'C' and said Lot 'D' and continuing across said Lot 'D' for a total distance of **256.07 feet** to a point for corner;

THENCE, continuing across said Lot 'D' for the following two (2) courses and distances:

1) **S 47° 24' 06" E**, for a distance of **47.15 feet** to a point for corner;
2) **S 53° 28' 46" E**, for a distance of **201.58 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street, from which a 3/8 inch square iron rod found bears N 41° 50' 39" E, a distance of 221.72 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.09 feet** to the **POINT OF BEGINNING** hereof and containing **0.261 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT1_S.
Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

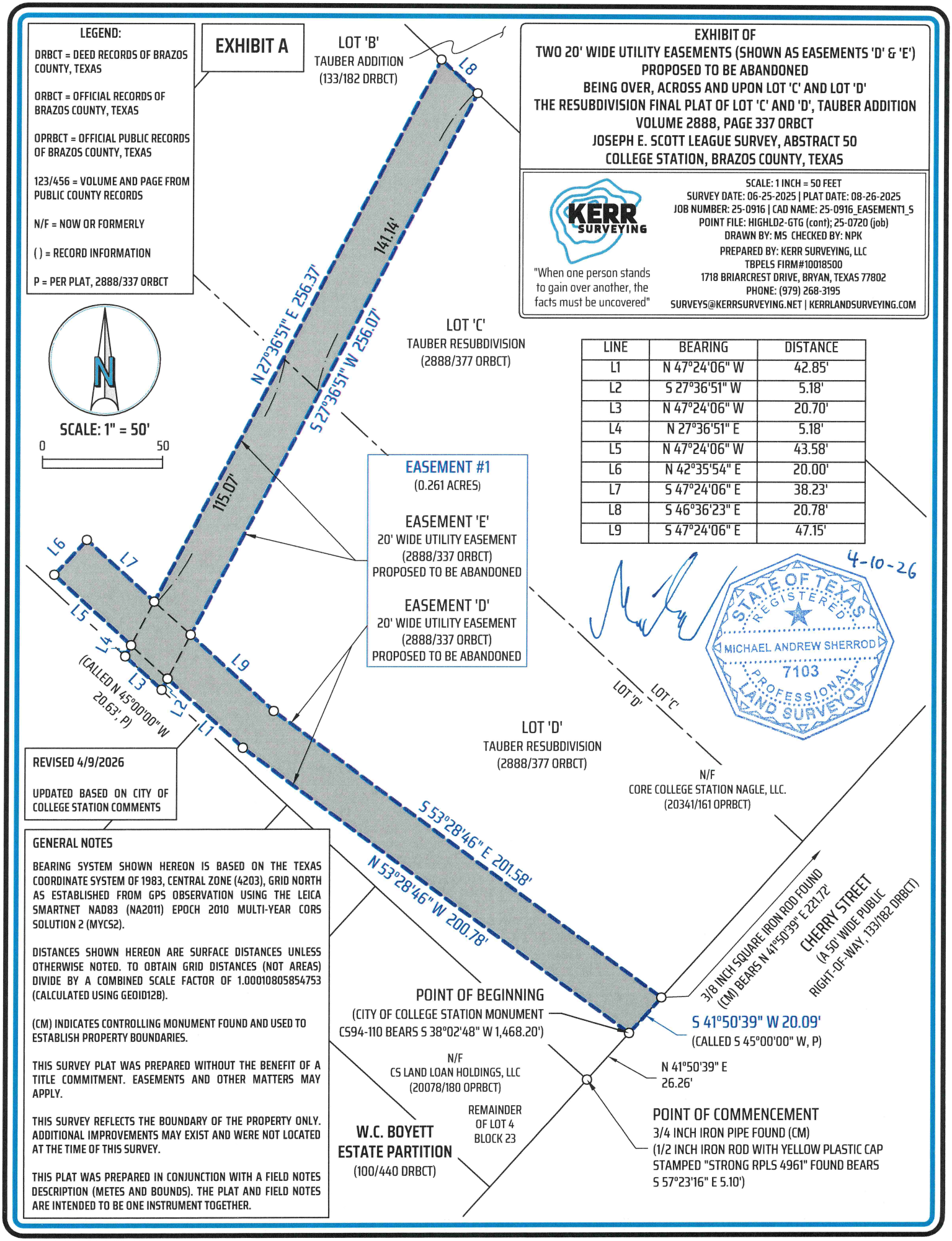

LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
P = PER PLAT, 2888/337 ORBCT
EXHIBIT A
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'D' & 'E')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT1_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
N
SCALE: 1" = 50'
0
50
LOT 'C'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
N 27°36'51" E 256.37'
S 27°36'51" W 256.07'
141.14'
115.07'
EASEMENT #1
(0.261 ACRES)
EASEMENT 'E'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
EASEMENT 'D'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
L1 N 47°24'06" W 42.85'
L2 S 27°36'51" W 5.18'
L3 N 47°24'06" W 20.70'
L4 N 27°36'51" E 5.18'
L5 N 47°24'06" W 43.58'
L6 N 42°35'54" E 20.00'
L7 S 47°24'06" E 38.23'
L8 S 46°36'23" E 20.78'
L9 S 47°24'06" E 47.15'
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
(CALLED N 45°00'00" W 20.63', P)
LOT 'D'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
LOT 'D'
LOT 'C'
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
S 53°28'46" E 201.58'
N 53°28'46" W 200.78'
3/8 INCH SQUARE IRON ROD FOUND
(CM) BEARS N 41°50'39" E 221.72'
CHERRY STREET
(A 50' WIDE PUBLIC
RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT
CS94-110 BEARS S 38°02'48" W 1,468.20')
S 41°50'39" W 20.09'
(CALLED S 45°00'00" W, P)
N 41°50'39" E
26.26'
POINT OF COMMENCEMENT
3/4 INCH IRON PIPE FOUND (CM)
(1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP
STAMPED "STRONG RPLS 4961" FOUND BEARS
S 57°23'16" E 5.10')
N/F
CS LAND LOAN HOLDINGS, LLC
(20078/180 OPRBCT)
REMAINDER
OF LOT 4
BLOCK 23
W.C. BOYETT
ESTATE PARTITION
(100/440 DRBCT)
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #2 (~301.5 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENT 'C' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C';

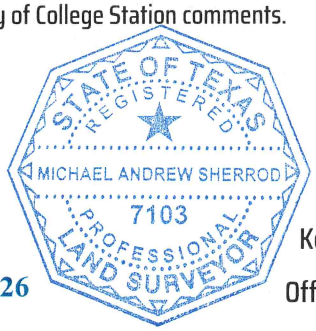
THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **110.03 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 21' 33" W, a distance of 1,599.71 feet;

THENCE, continuing with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.00 feet** to a point for corner , from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 138.04 feet;

THENCE, across said Lot 'C', for the following three (3) courses and distances:

1) **N 48° 11' 07" W**, for a distance of **15.07 feet** to a point for corner;
2) **N 41° 48' 53" E**, for a distance of **20.00 feet** to a point for corner;
3) **S 48° 11' 07" E**, for a distance of **15.08 feet** to the **POINT OF BEGINNING** hereof and containing **301.5 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.



4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

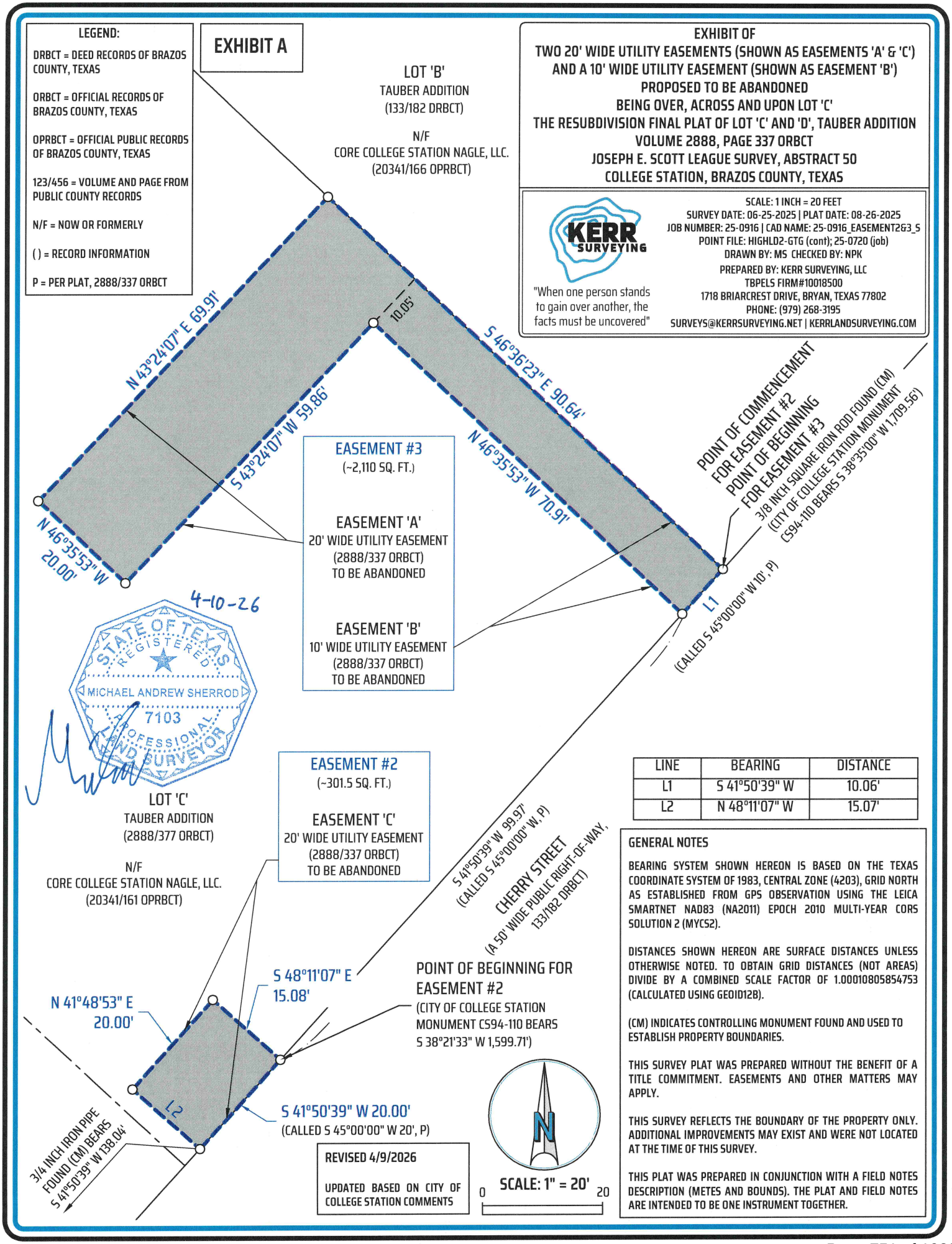

LEGEND:
ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
P = PER PLAT, 2888/337 ORBCT
EXHIBIT A
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C')
AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
N 43°24'07" E 69.91'
10.05'
S 46°36'23" E 90.64'
S 43°24'07" W 59.86'
N 46°35'53" W 70.91'
N 46°35'53" W 20.00'
POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')
L1
(CALLED S 45°00'00" W 10', P)
EASEMENT #3
(~2,110 SQ. FT.)
EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED
EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
EASEMENT #2
(~301.5 SQ. FT.)
EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED
S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 ORBCT)
S 48°11'07" E 15.08'
N 41°48'53" E 20.00'
POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')
L2
S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)
3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'
N
SCALE: 1" = 20'
0
20
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
LINE | BEARING | DISTANCE
L1 | S 41°50'39" W | 10.06'
L2 | N 48°11'07" W | 15.07'
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #3 (~2,110 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'A' AND 'B' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C', from which the City of College Station Monument CS94-110 bears S 38° 35' 00" W, a distance of 1,709.56 feet;

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.06 feet** to a point for corner, from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 258.01 feet;

THENCE, across said Lot 'C' for the following four (4) courses and distances:

1) **N 46° 35' 53" W**, for a distance of **70.91 feet** to a point for corner;
2) **S 43° 24' 07" W**, for a distance of **59.86 feet** to a point for corner;
3) **N 46° 35' 53" W**, for a distance of **20.00 feet** to a point for corner;
4) **N 43° 24' 07" E**, for a distance of **69.91 feet** to a point for corner in the common line of said Lot 'B' and said Lot 'C' and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **90.64 feet** to the **POINT OF BEGINNING** hereof and containing **2,110 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

LEGEND:

ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C') AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B') PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 ORBCT)

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #4 (0.122 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT), for the east corner of said Lot 4;

THENCE, with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **126.70 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 50' 06" W, a distance of 1,852.40 feet;

THENCE, continuing with the common line of said Lot 4, said Lot 'B' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.01 feet** to a point for corner in the common line of said Lot 'B' and Cherry Street;

THENCE, across said Lot 'B', **N 46° 26' 58" W**, for a distance of **354.47 feet** to a point for corner;

THENCE, across said Lot 'B' and crossing into said Lot 1, **N 38° 02' 18" E**, for a distance of **15.07 feet** to a point for corner within said Lot 1;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **355.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.122 acres**, more or less.

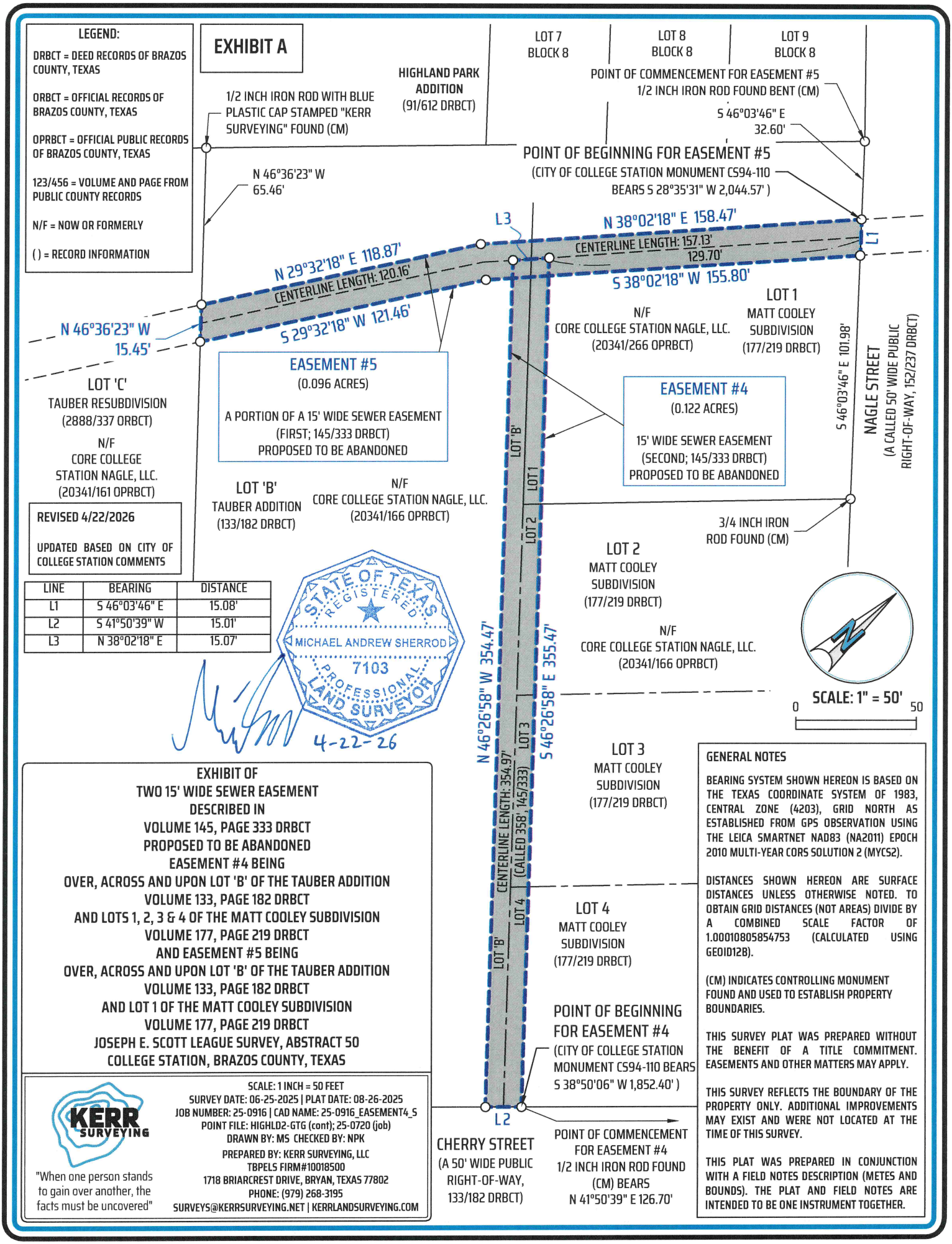
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

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N/F = NOW OR FORMERLY
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EXHIBIT A
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 7 BLOCK 8
LOT 8 BLOCK 8
LOT 9 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #5
1/2 INCH IRON ROD FOUND BENT (CM)
S 46°03'46" E 32.60'
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
POINT OF BEGINNING FOR EASEMENT #5
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 28°35'31" W 2,044.57')
N 46°36'23" W 65.46'
L3
N 38°02'18" E 158.47'
CENTERLINE LENGTH: 157.13'
129.70'
L1
N 29°32'18" E 118.87'
CENTERLINE LENGTH: 120.16'
S 38°02'18" W 155.80'
S 29°32'18" W 121.46'
N 46°36'23" W 15.45'
LOT 1
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/266 OPRBCT)
S 46°03'46" E 101.98'
NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)
EASEMENT #5
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
EASEMENT #4
(0.122 ACRES)
15' WIDE SEWER EASEMENT
(SECOND; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'B'
LOT 1
LOT 2
LOT 3
LOT 4
3/4 INCH IRON ROD FOUND (CM)
LOT 2
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N 46°26'58" W 354.47'
S 46°26'58" E 355.47'
CENTERLINE LENGTH: 354.97'
(CALLED 358', 145/333)
LOT 3
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
LOT 4
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
POINT OF BEGINNING FOR EASEMENT #4
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°50'06" W 1,852.40')
L2
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #4
1/2 INCH IRON ROD FOUND (CM) BEARS
N 41°50'39" E 126.70'
SCALE: 1" = 50'
0
50
REVISED 4/22/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
LINE | BEARING | DISTANCE
L1 | S 46°03'46" E | 15.08'
L2 | S 41°50'39" W | 15.01'
L3 | N 38°02'18" E | 15.07'
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
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PROFESSIONAL
LAND SURVEYOR
4-22-26
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
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JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
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OF A PORTION OF A
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COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and Nagle Street, **S 46° 03' 46" E**, for a distance of **32.60 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 28° 35' 31" W, a distance of 2,044.57 feet;

THENCE, continuing with the common line of said Lot 1, **S 46° 03' 46" E**, for a distance of **15.08 feet** to a point for corner, from which a 3/4 inch iron rod found bears S 46° 03' 46" E, a distance of 101.98 feet;

THENCE, across said Lot 1 and crossing into said Lot 'B', **S 38° 02' 18" W**, for a distance of **155.80 feet** to a point for corner within said Lot 'B';

THENCE, continuing across said Lot 'B', **S 29° 32' 18" W**, for a distance of **121.46 feet** to a point for corner in the common line of said Lot 'B' and Lot 'C' of the Tauber Resubdivision filed in Volume 2888, Page 337 of the Official Records of Brazos County, Texas (ORBCT);

THENCE, with the common line of said Lot 'B' and said Lot 'C', **N 46° 36' 23" W**, for a distance of **15.45 feet** to a point for corner, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears N 46° 36' 23" W, a distance of 65.46 feet;

THENCE, across said Lot 'B', **N 29° 32' 18" E**, for a distance of **118.87 feet** to a point for corner;

THENCE, across said Lot 'B' and said Lot 1, **N 38° 02' 18" E**, for a distance of **158.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

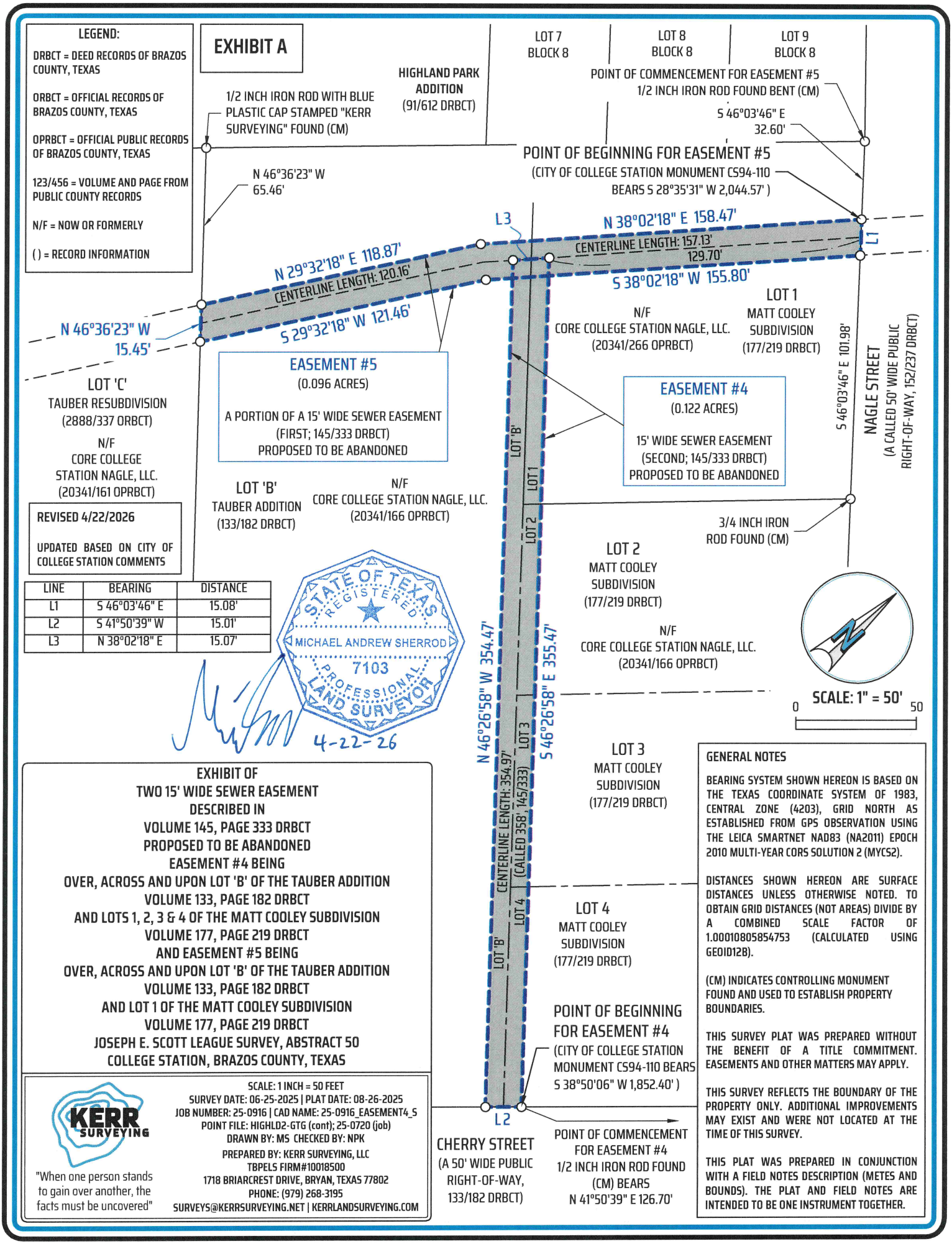


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LOT 8 BLOCK 8
LOT 9 BLOCK 8
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OF A

10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 10' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT HAVING BEEN DEDICATED PER MATT COOLEY SUBDIVISION PLAT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and said Highland Park Addition, **S 41° 12' 57" W**, for a distance of **126.97 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 26° 50' 04" W, a distance of 1,930.20 feet;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **402.82 feet** to a point for corner in the common line of said Lot 4 and Cherry Street (a 50' wide public right-of-way, 133/182 DRBCT) and being the east corner hereof;

THENCE with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.00 feet** to a point for corner, for the south corner of said Lot 4 and being the east corner of Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT);

THENCE, with the common line of said Lot 'B' and said Matt Cooley Subdivision, **N 46° 26' 58" W**, for a distance of **402.71 feet** to a point for corner in the southeast line of said Highland Park Addition, for the north corner of said Lot 'B' and being the west corner of said Lot 1, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears S 41° 12' 57" W, a distance of 136.71 feet;

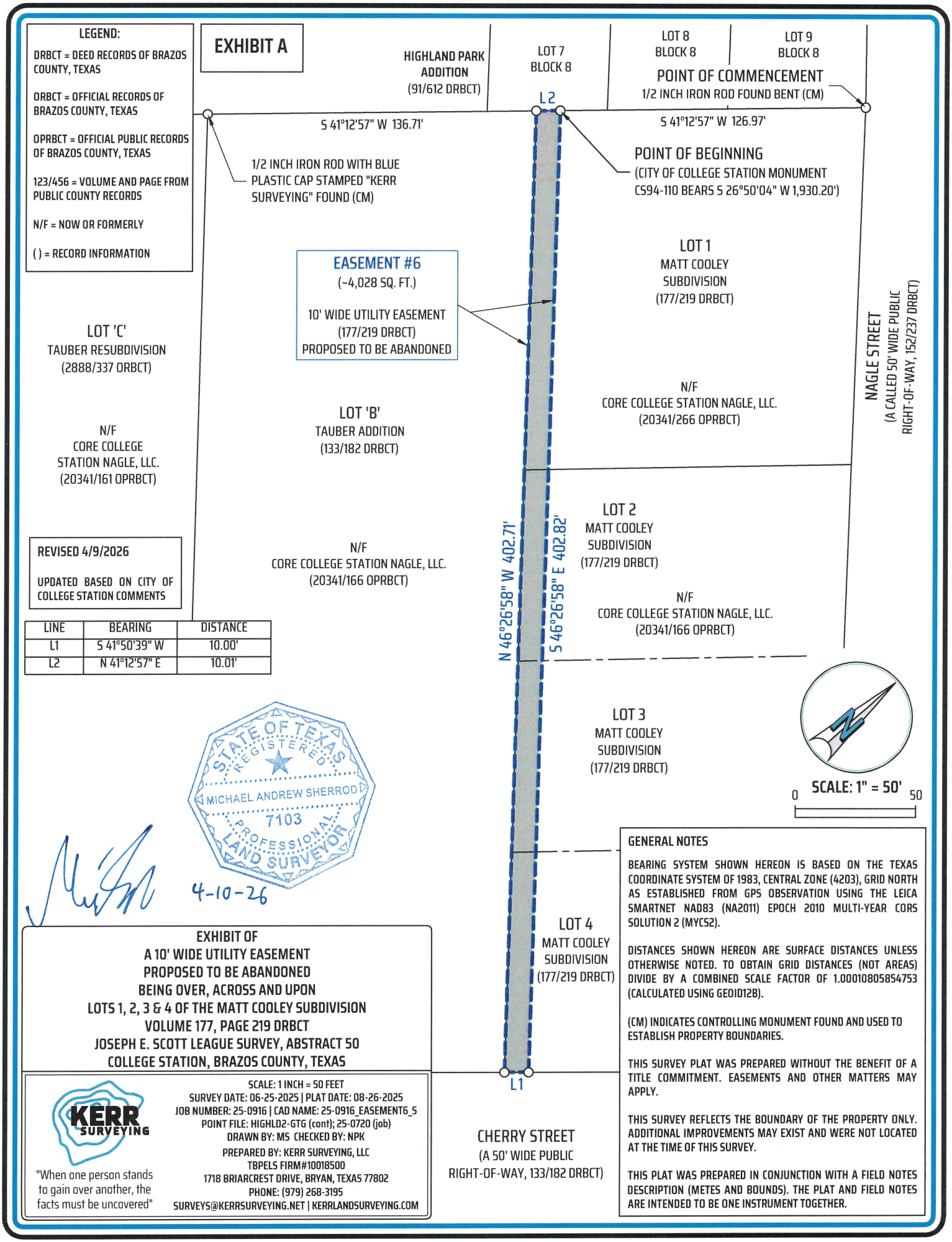
THENCE, with the common line of said Highland Park Addition and said Lot 1, **N 41° 12' 57" E**, for a distance of **10.01 feet** to the **POINT OF BEGINNING** hereof and containing **4,028 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT6_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26
Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.00'
L2	N 41°12'57" E	10.01'

EXHIBIT OF
A 10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON
LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT6_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #7 (0.103 ACRES)**

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, of the Deed Records of Brazos County, Texas; DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT);

THENCE, with the northwest line of Cherry Street, **S 41° 50' 39" W**, for a distance of **396.04 feet** to a point for corner in the common line of said Lot 'C' and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 19' 24" W, a distance of 1,583.49 feet;

THENCE, continuing with the common line of said Lot 'C', said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.00 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street;

THENCE, across said Lot 'D', **N 47° 02' 17" W**, for a distance of **296.44 feet** to a point for corner;

THENCE, across said Lot 'D' and crossing into said Lot 'C', **N 29° 32' 18" E**, for a distance of **15.42 feet** to a point for corner within said Lot 'C';

THENCE, across said Lot 'C', **S 47° 02' 17" E**, for a distance of **299.73 feet** to the **POINT OF BEGINNING** hereof and containing **0.103 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

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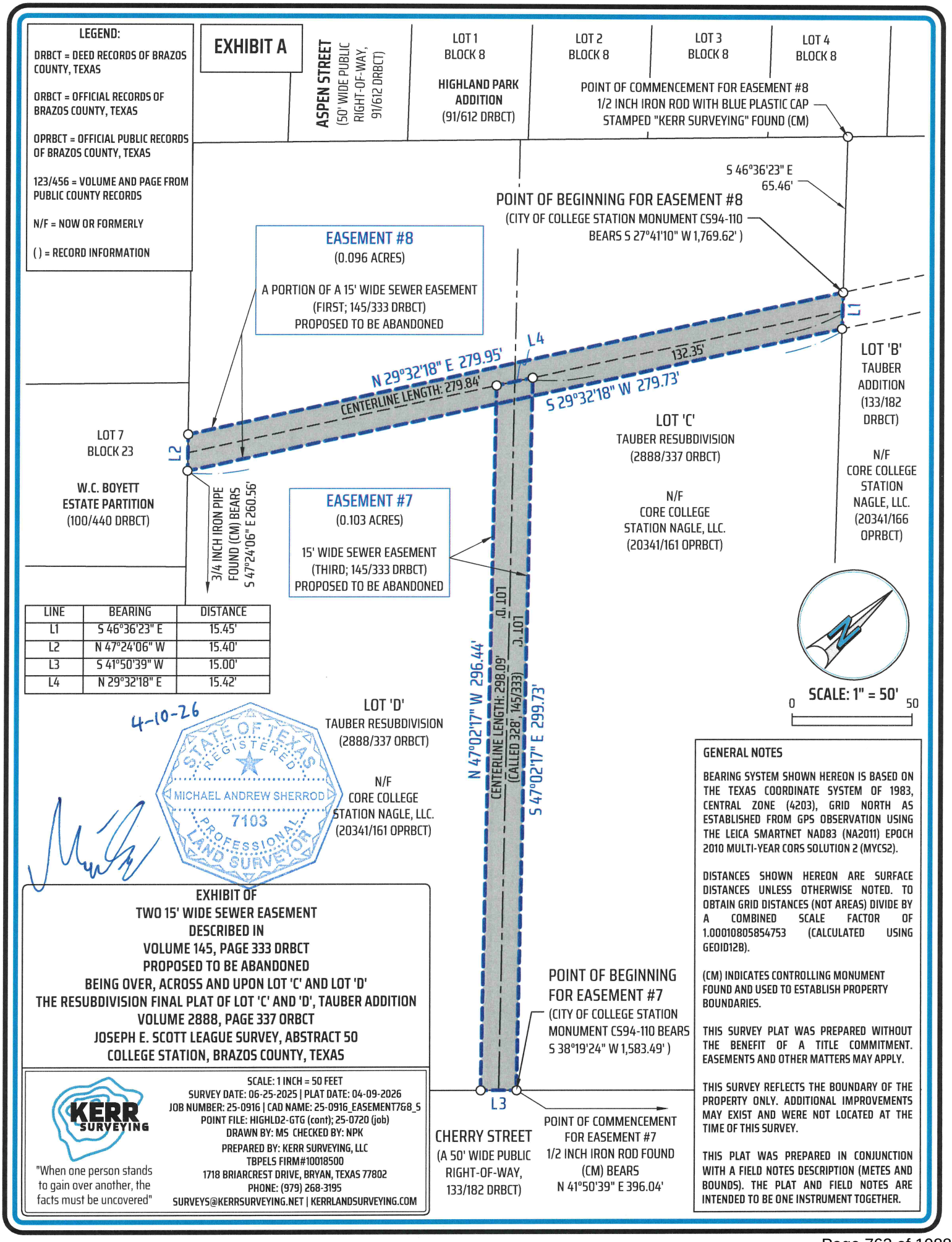

LEGEND:
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OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
ASPEN STREET (50' WIDE PUBLIC RIGHT-OF-WAY, 91/612 DRBCT)
LOT 1 BLOCK 8
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 2 BLOCK 8
LOT 3 BLOCK 8
LOT 4 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #8
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
S 46°36'23" E 65.46'
POINT OF BEGINNING FOR EASEMENT #8
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 27°41'10" W 1,769.62')
EASEMENT #8
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 29°32'18" E 279.95'
CENTERLINE LENGTH: 279.84'
L4
132.35'
S 29°32'18" W 279.73'
L1
L2
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 7
BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
3/4 INCH IRON PIPE FOUND (CM) BEARS S 47°24'06" E 260.56'
EASEMENT #7
(0.103 ACRES)
15' WIDE SEWER EASEMENT
(THIRD; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 47°02'17" W 296.44'
CENTERLINE LENGTH: 298.09'
(CALLED 328', 145/333)
.0.101
.0.101
S 47°02'17" E 299.73'
LINE | BEARING | DISTANCE
L1 | S 46°36'23" E | 15.45'
L2 | N 47°24'06" W | 15.40'
L3 | S 41°50'39" W | 15.00'
L4 | N 29°32'18" E | 15.42'
SCALE: 1" = 50'
0
50
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR
LOT 'D'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
POINT OF BEGINNING FOR EASEMENT #7
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°19'24" W 1,583.49')
L3
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #7
1/2 INCH IRON ROD FOUND (CM) BEARS N 41°50'39" E 396.04'
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
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EXHIBIT A **EASEMENT #8 (0.096 ACRES)**

FIELD NOTES DESCRIPTION

OF A PORTION OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

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COMMENCING at a 1/2 inch iron rod found with blue plastic cap stamped 'KERR SURVEYING' on the southeast line of Lot 4, Block 8, Highland Park Addition filed in Volume 91, Page 612 of the Deed Records of Brazos County, Texas (DRBCT) marking the northwest common corner of said Lots 'C' and 'D';

THENCE, S 46° 36' 23" E with the common line of said Lots 'C' and 'D' a distance of 65.46 feet to a point for corner in said common line being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 27° 41' 10" W, a distance of 1,769.62 feet;

THENCE, with said common line, **S 46° 36' 23" E,** for a distance of **15.45 feet** to a point for corner in said common line;

THENCE, over, across, and upon said Lots 'C' and 'D', **S 29° 32' 18" W,** for a distance of **279.73 feet** to a point for corner in the northeast line of Lot 7, Block 23, W.C. Boyett Estate Partition filed in Volume 100, Page 440 (DRBCT) and the southwest line of said Lot 'D', from which a 3/4 inch iron pipe found bears S 47° 24' 06" E a distance of 260.56 feet;

THENCE, with said Lot 7, Block 23 and said Lot 'D', **N 47° 24' 06" W,** for a distance of **15.40 feet** to a point for corner;

THENCE, over, across, and upon said Lots 'D' and 'C', **N 29° 32' 18" E,** for a distance of **279.95 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S. Revised 04/09/2026: Updated per City of College Station comments.

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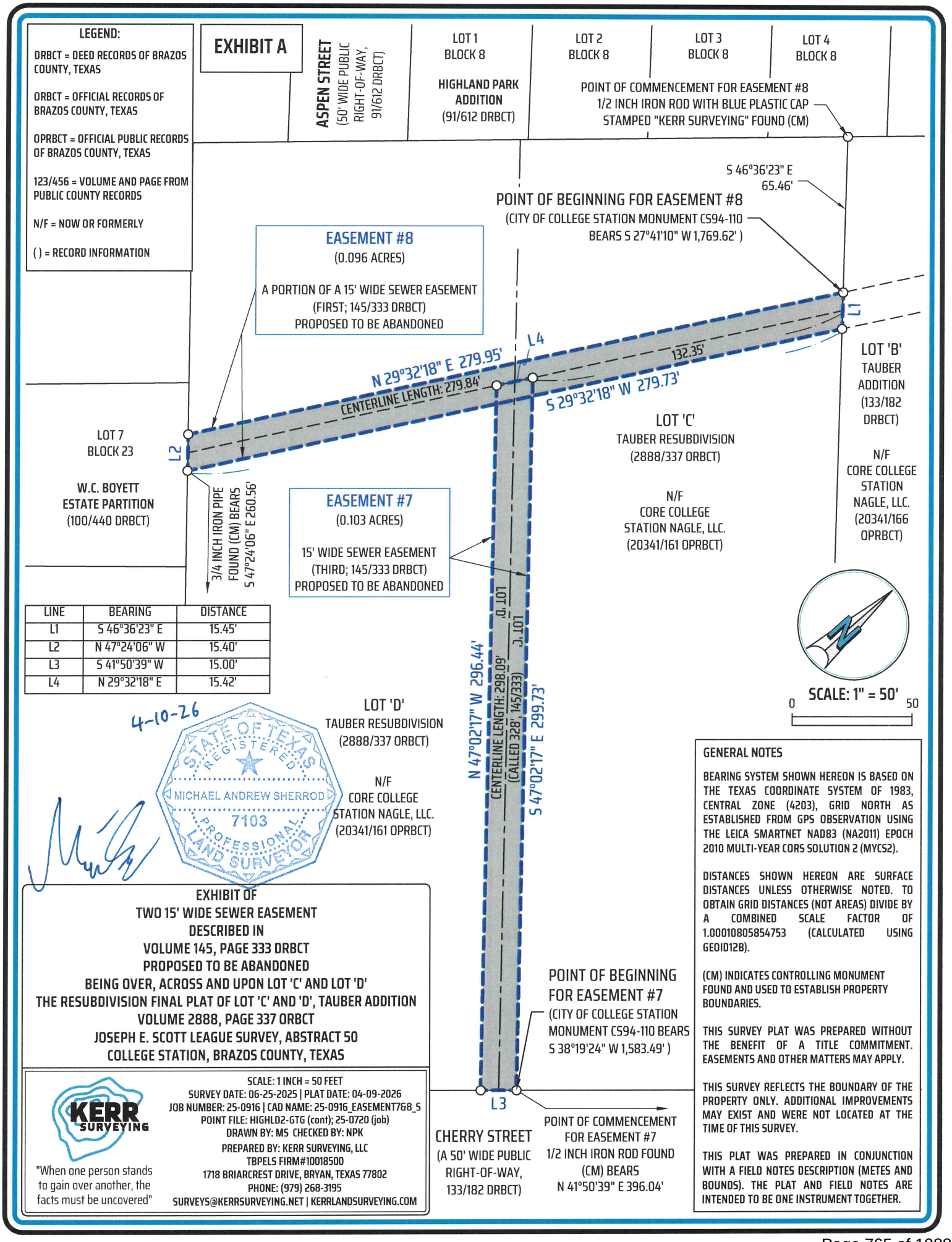

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LOT 2 BLOCK 8
LOT 3 BLOCK 8
LOT 4 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #8
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
S 46°36'23" E 65.46'
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EXHIBIT A

FIELD NOTES DESCRIPTION

OF A

15' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE 15 FOOT UTILITY EASEMENT RECORDED IN VOLUME 3865, PAGE 300 OPRBCT OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the northeast line of said Lot 1 and on the southwest right-of-way of Nagle Street (called 50 foot wide public right-of-way, 152/237 DRBCT) from which the City of College Station monument CS94-110 bears S 29° 39' 14" W a distance of 2,034.57 feet; also from which a 1/2 inch iron rod found bent on said southwest right-of-way marking the north corner of said Lot 1 bears N 46° 03' 46" W a distance of 71.71 feet;

THENCE, with said right-of-way common with said northeast line of Lot 1, **S 46° 03' 46" E a distance of 16.38 feet** to a point from which a 3/4 inch iron rod found bears S 46° 03' 46" E a distance of 61.58 feet;

THENCE, over, across, and upon said Lot 1 for the following three (3) courses and distances:

1) **S 67° 37' 22" W a distance of 81.41 feet** to a point on the southeast line of another 15-foot wide sewer easement (145/333 DRBCT);
2) **N 38° 02' 18" E** with said southeast line of 15-foot wide sewer easement (145/333 DRBCT) **a distance of 30.38 feet;**

3) **N 67° 37' 22" E** a distance of **48.41 feet** to the **POINT OF BEGINNING** hereof and containing **974 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared October 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-1194-S Abandon Esmt.



4/20/26

Michael Andrew Sherrod

Registered Professional Land Surveyor No. 7103

Revised labels per city request 4-2-2026

Revised to add "Exhibit A" per city request 4-20-2026

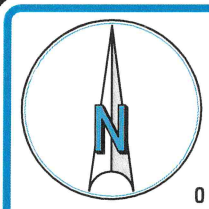
KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT A



SCALE: 1" = 0 20 Feet

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

CITY LIMIT LINE

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE EXHIBIT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

1/2 INCH IRON ROD FOUND BENT (CM)

CITY OF BRYAN

CITY OF COLLEGE STATION

NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)

N 46°03'46" W 71.71'

POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 29°39'14" W 2,034.57')

(S 45°43'50" E 16.38', 3865/300 OPRBCT)
S 46°03'46" E 16.38'

(N 67°57'18" E 41.05', 3865/300 OPRBCT)
N 67°37'22" E 48.41'

15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED

(N 36°08'21" E 28.45', 3865/300 OPRBCT)
N 38°02'18" E 30.38'

S 67°37'22" W 81.41'
(S 67°57'18" W 71.80', 3865/300 OPRBCT)

3/4 INCH IRON ROD FOUND (CM) BEARS S 46°03'46" E 61.58'

15' WIDE UTILITY EASEMENT
974 SQ. FT.

15' WIDE UTILITY EASEMENT
(3865/300 OPRBCT)

PROPOSED TO BE ABANDONED
CALLED 846 SQ. FT.
(3865/300 OPRBCT)

LOT 1
MATT COOLEY SUB.
(177/219 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC
(20341/266 OPRBCT)
TAX #44943

REVISED LABELS AND STRUCTURE VISIBILITY PER CITY REQUEST 4-9-2026

EXHIBIT OF
A 15' WIDE UTILITY EASEMENT DEDICATED IN VOLUME 3865, PAGE 300, OPRBCT, PROPOSED TO BE ABANDONED BEING OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUB. VOLUME 177, PAGE 219, DRBCT JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50 COLLEGE STATION, BRAZOS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4-10-26

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
FIELD SURVEY DATE: 06-25-2025 | PLAT DATE: 10-03-2025
JOB NUMBER: 25-1194 | CAD NAME: 25-1194-S Abandon Esmt
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: TJF CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



Core Spaces NG SH - Easement Abandonment Exhibit

College Station, Texas
APRIL 2026

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: Michael R Zwernemann

Title: OSP Engineer

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: Construction Ops Lead

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____ (Eric Armke)

Title: Electrical Engineer

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: GENERAL MANAGER

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter
City Engineer
City of College Station

Brian Binford
Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

William Glenn Gavit
Electric Department
City of College Station

Water Services Department
City of College Station

Emily Fisher
Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Cale Kobza

ADDRESS: 21 Lakeside Lane

Hockley, TX 77447

NAME: _____

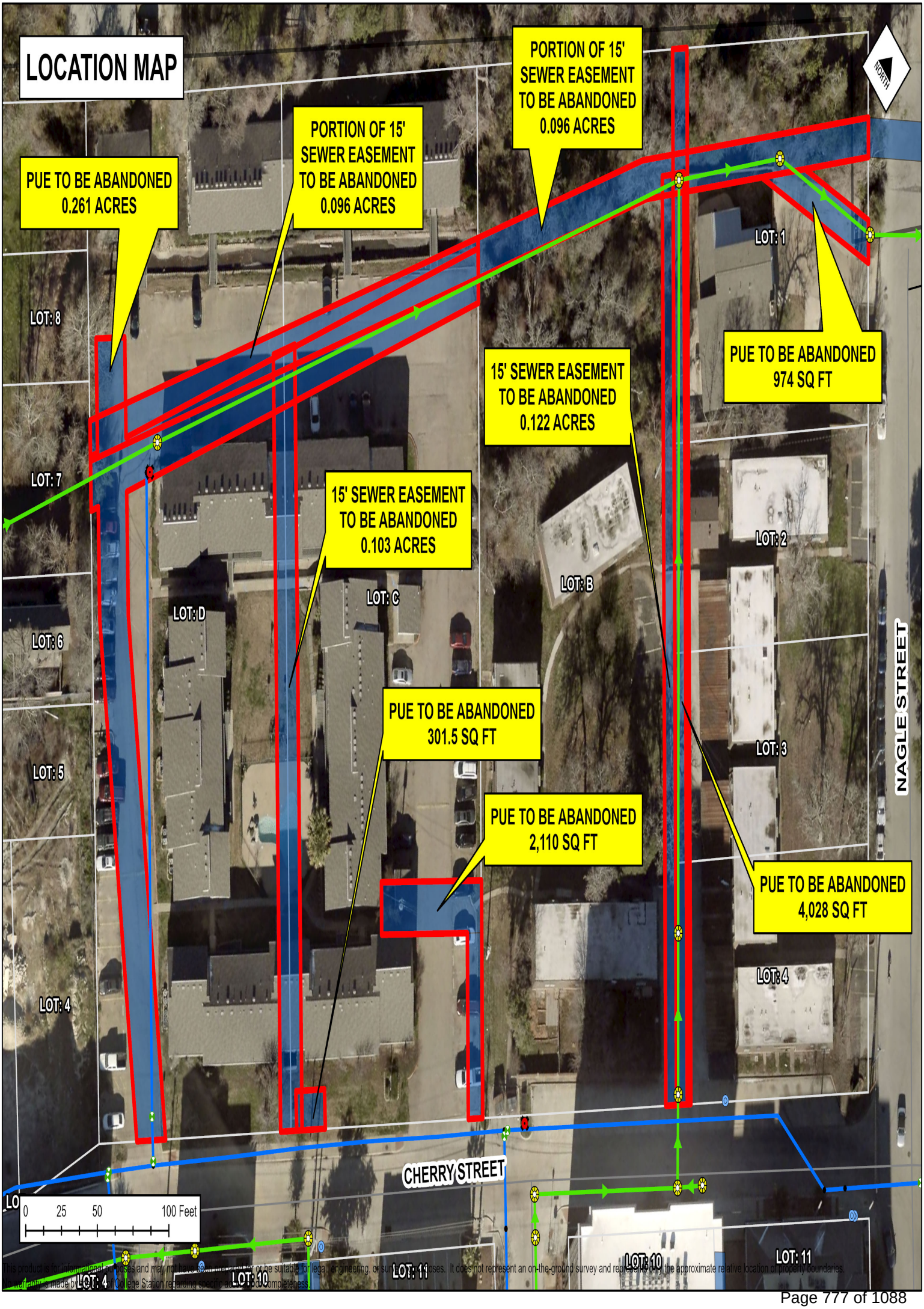
ADDRESS: _____

NAME: _____

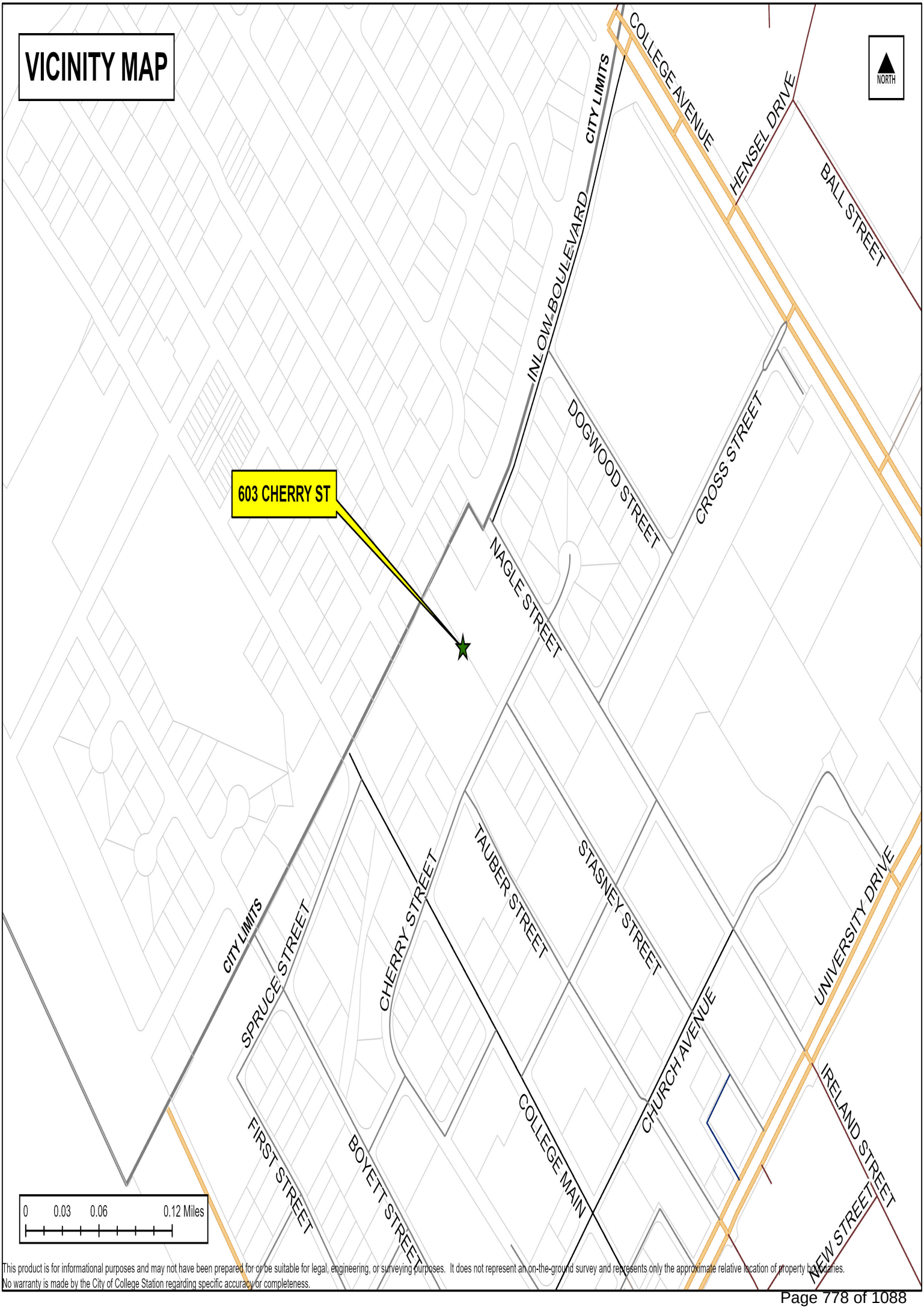
ADDRESS: _____

NAME: _____

ADDRESS: _____



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



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

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING TWO UTILITY EASEMENTS TOTALING 2,110 SQUARE FEET, SAID EASEMENTS LYING OVER, ACROSS, AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, ACCORDING TO THE INSTRUMENTS RECORDED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of two Utility Easements totaling 2,110 square feet, said easements lying over, across, and upon Lot 'C' of The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, according to the instruments recorded in Volume 2888, Page 337, of the Official Records of Brazos County, Texas, as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Easements"); and

WHEREAS, in order for the Easements to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easements described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easements will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Easements.

3. There is no anticipated future public need or use for the Easements.

4. Abandonment of the Easements will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easements as described in **Exhibit "A"** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

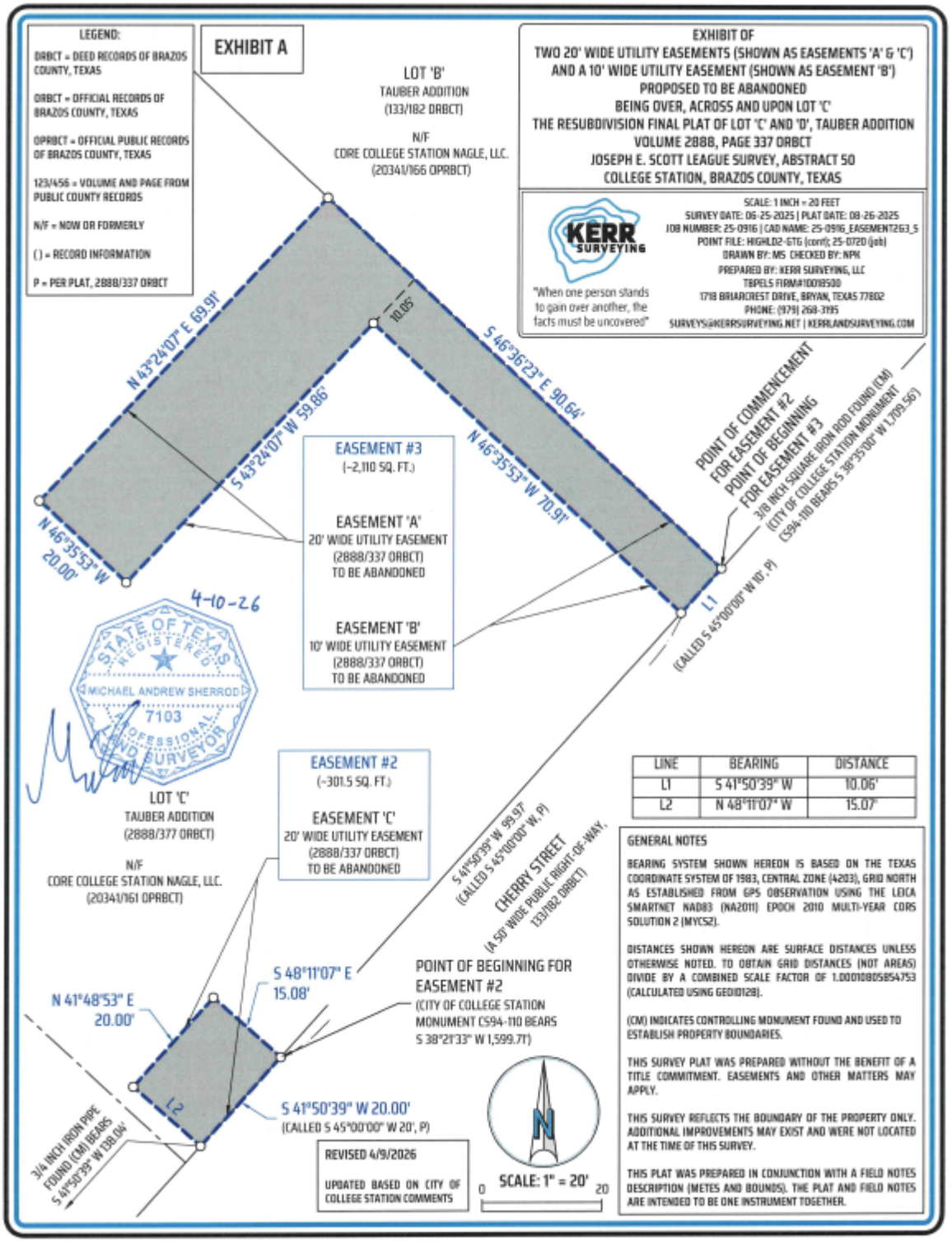

LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
P = PER PLAT, 2888/337 ORBCT
EXHIBIT A
EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C')
AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (conf); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N 43°24'07" E 69.91'
10.05'
S 46°36'23" E 90.64'
S 43°24'07" W 59.86'
N 46°35'53" W 70.91'
N 46°35'53" W 20.00'
POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'08" W 1,709.56')
L1
(CALLED S 45°00'00" W 10', P)
EASEMENT #3
(~2,110 SQ. FT.)
EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED
EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
EASEMENT #2
(~301.5 SQ. FT.)
EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED
S 41°50'39" W 59.97'
(CALLED S 45°00'00" W, P)
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY,
133/182 DRBCT)
S 48°11'07" E
15.08'
POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')
N 41°48'53" E
20.00'
L2
S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)
3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
N
SCALE: 1" = 20'
0
20
LINE | BEARING | DISTANCE
L1 | S 41°50'39" W | 10.06'
L2 | N 48°11'07" W | 15.07'
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #3 (~2,110 SQ. FT.)**

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'A' AND 'B' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C', from which the City of College Station Monument CS94-110 bears S 38° 35' 00" W, a distance of 1,709.56 feet;

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.06 feet** to a point for corner, from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 258.01 feet;

THENCE, across said Lot 'C' for the following four (4) courses and distances:

1) **N 46° 35' 53" W**, for a distance of **70.91 feet** to a point for corner;
2) **S 43° 24' 07" W**, for a distance of **59.86 feet** to a point for corner;
3) **N 46° 35' 53" W**, for a distance of **20.00 feet** to a point for corner;
4) **N 43° 24' 07" E**, for a distance of **69.91 feet** to a point for corner in the common line of said Lot 'B' and said Lot 'C' and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **90.64 feet** to the **POINT OF BEGINNING** hereof and containing **2,110 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT263_S.
Revised 04/09/2026: Updated per City of College Station comments.

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

1 | Page

25-0916_M&B_E3.docx

May 18, 2026
Item No. 9.4.
Utility Easement Abandonment - 603 Cherry St

Sponsor: Lindsey Pressler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action reagarding an ordinance vacating and abandoning a 301.5 square-foot utility easement, said easement lying over, across, and upon Lot 'C' of The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, generally located at 603 Cherry St, according to the instruments recorded in Volume 2888, Page 337 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

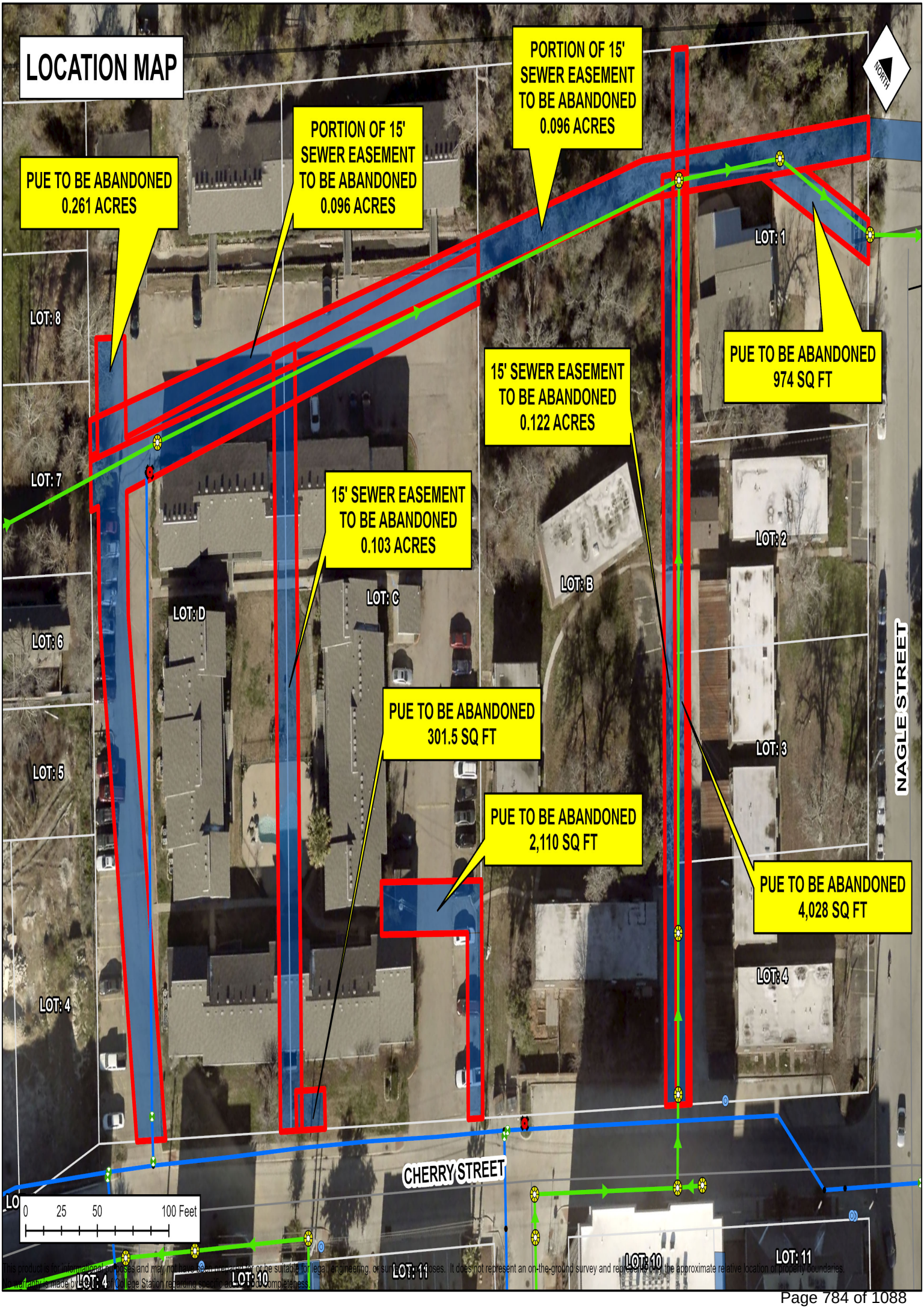
Recommendation(s): Staff recommends approval of the abandonment.

Summary: The abandonment of the utility easement is being requested by the applicant in order to build an apartment complex over existing easements on the site. The proposed layout necessitates relocating the easements and utility lines along Cherry St, Nagle St, and the northern lot lines of the The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, the Tauber Addition, and the Matt Cooley Subdivision.

The utility easement is located approximately four hundred feet (400 ft) southwest from the intersection of Nagle and Cherry.

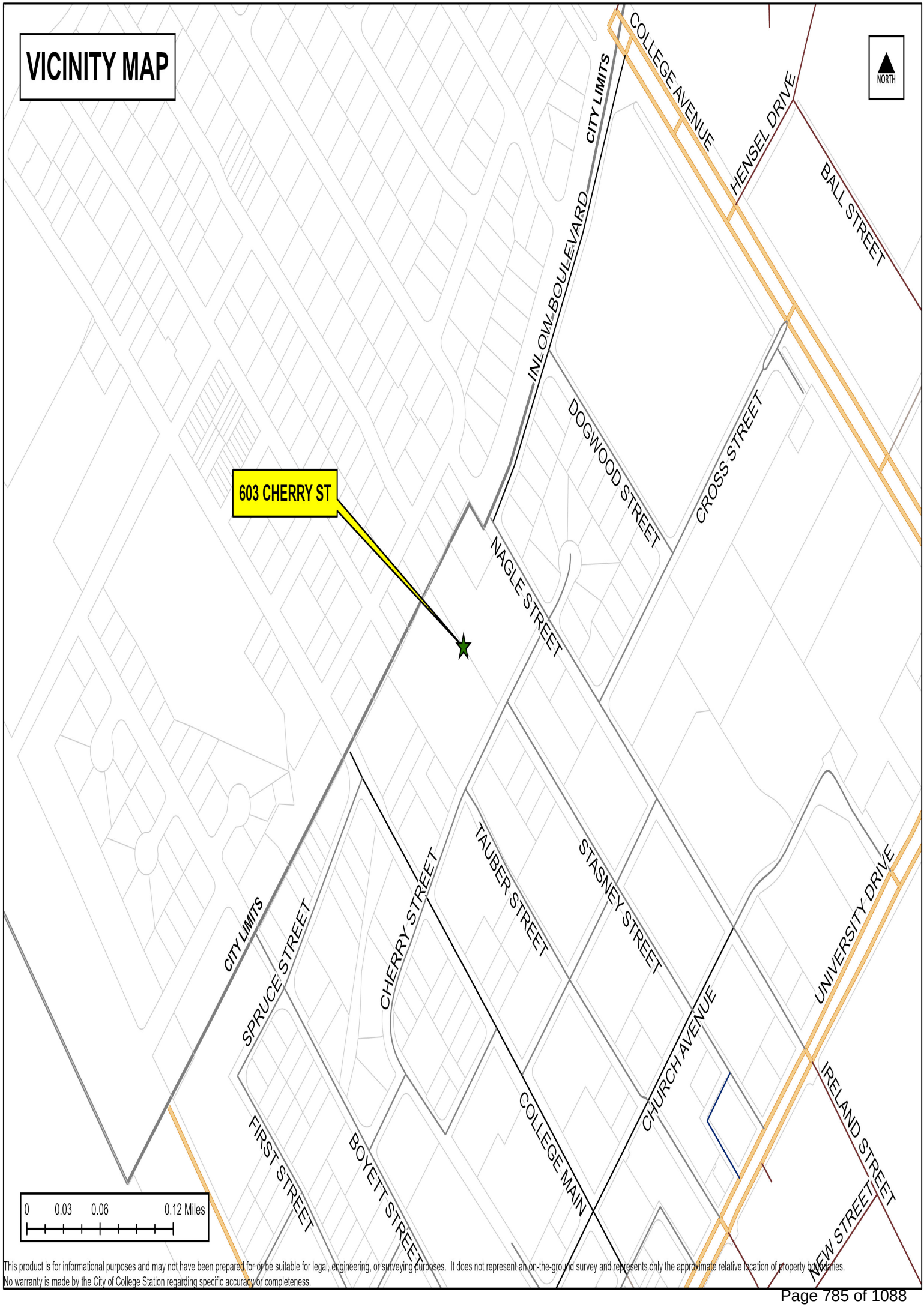
Budget & Financial Summary: N/A

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



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VICINITY MAP



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

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ■ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ■ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ■ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ■ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- N/A For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ■ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

20' WIDE UTILITY EASEMENT - A (2888/337 ORBCT) ITEM 10d, 10' WIDE UTILITY EASEMENT - B (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - C (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - D (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - E (2888/337 ORBCT) ITEM 10d, 15' WIDE SEWER EASEMENT (145/33 DRBCT) ITEM 10g, 10' WIDE UTILITY EASEMENT (177/219 DRBCT) ITEM 10e

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Preston Jacks, P.E. E-mail preston.jacks@kimley-horn.com

Street Address 614 Holleman Drive E, Suite 1100

City College Station State TX Zip Code 77840

Phone Number 979-446-0780 Fax Number

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Core College Station Nagle, LLC E-mail _ Street Address:

1400 N Kingsbury, 3rd Floor City

Chicago State IL Zip Code 60642

Phone Number 8476449302 Fax Number

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

2/13/2026
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name Aggie Villas LLC E-mail _____

Street Address 12418 Boheme Dr

City Houston State TX Zip Code 77024

Reason consent was not obtained:
See below.

If objecting, points of objection:

Applicant / Developer has made several good faith attempts to communicate with the neighbor to discuss this form and City requirement. The neighbor has repeatedly refused to reasonably engage and discuss this form and the City's requirement related to the easement abandonment. As a result, the Applicant / Developer has not received a signature from the neighbor, and furthermore does not expect to receive a signature despite good faith efforts being made to obtain it.

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:
_____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:
_____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The easements proposed for abandonment are all on our site. None of the adjacent properties access public roadways through our site.

8. That there is no current public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

10. That all public utilities have access to serve current and future customers because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

11. Such public right-of-way/easement has been and is being used as follows:

The easements are currently used to contain existing utilities. These existing utilities will be abandoned and rerouted for the proposed development.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Chief Development Officer — Signature and title

2/13/2026 — Date

STATE OF ~~TEXAS~~ Illinois §
§ ACKNOWLEDGEMENT
COUTY OF ~~BRAZOS~~ Cook §

Subscribed and sworn to before me, a Notary Public, this 13th day of February, 2026 by Chad Matesi.

Notary Public in and for the State of Illinois

Official Seal
MADELAINE RAUSCH FLANAGAN
Notary Public, State of Illinois
Commission No. 1015025
My Commission Expires August 7, 2029

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF

TWO 20' WIDE UTILITY EASEMENTS

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF TWO 20' WIDE UTILITY EASEMENTS PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'D' AND 'E' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch iron pipe found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the east corner of W.C. Boyett Estate Partition, filed in Volume 100, Page 440 (DRBCT) and being the south corner of said Lot 'D', from which a 1/2 inch iron rod with a yellow plastic cap stamped "STRONG RPLS 4961" found bears S 57° 23' 16" E, a distance of 5.10 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **N 41° 50' 39" E**, for a distance of **26.26 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 02' 48" W, a distance of 1,468.20 feet;

THENCE, across said Lot 'D', for the following three (3) courses and distances:

1) **N 53° 28' 46" W**, for a distance of **200.78 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **42.85 feet** to a point for corner;
3) **S 27° 36' 51" W**, for a distance of **5.18 feet** to a point for corner in the common line of said W.C. Boyett Estate Partition and said Lot 'D';

THENCE, with the common line of said W.C. Boyett Estate Partition and said Lot 'D', **N 47° 24' 06" W**, for a distance of **20.70 feet** to a point for corner;

THENCE, across said Lot 'D' for the following four (4) courses and distances:

1) **N 27° 36' 51" E**, for a distance of **5.18 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **43.58 feet** to a point for corner;
3) **N 42° 35' 54" E**, for a distance of **20.00 feet** to a point for corner;
4) **S 47° 24' 06" E**, for a distance of **38.23 feet** to a point for corner;

THENCE, continuing across said Lot 'D', **N 27° 36' 51" E**, and passing at a distance of 115.07 feet the common line of said Lot 'D' and said Lot 'C' and continuing across said Lot 'C' for a total distance of **256.37 feet** to a point for corner in the common line of said Lot 'C' and Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **20.78 feet** to a point for corner;

THENCE, across said Lot 'C', **S 27° 36' 51" W**, and passing at a distance of 141.14 feet the common line of said Lot 'C' and said Lot 'D' and continuing across said Lot 'D' for a total distance of **256.07 feet** to a point for corner;

THENCE, continuing across said Lot 'D' for the following two (2) courses and distances:

1) **S 47° 24' 06" E**, for a distance of **47.15 feet** to a point for corner;
2) **S 53° 28' 46" E**, for a distance of **201.58 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street, from which a 3/8 inch square iron rod found bears N 41° 50' 39" E, a distance of 221.72 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.09 feet** to the **POINT OF BEGINNING** hereof and containing **0.261 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT1_S.
Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

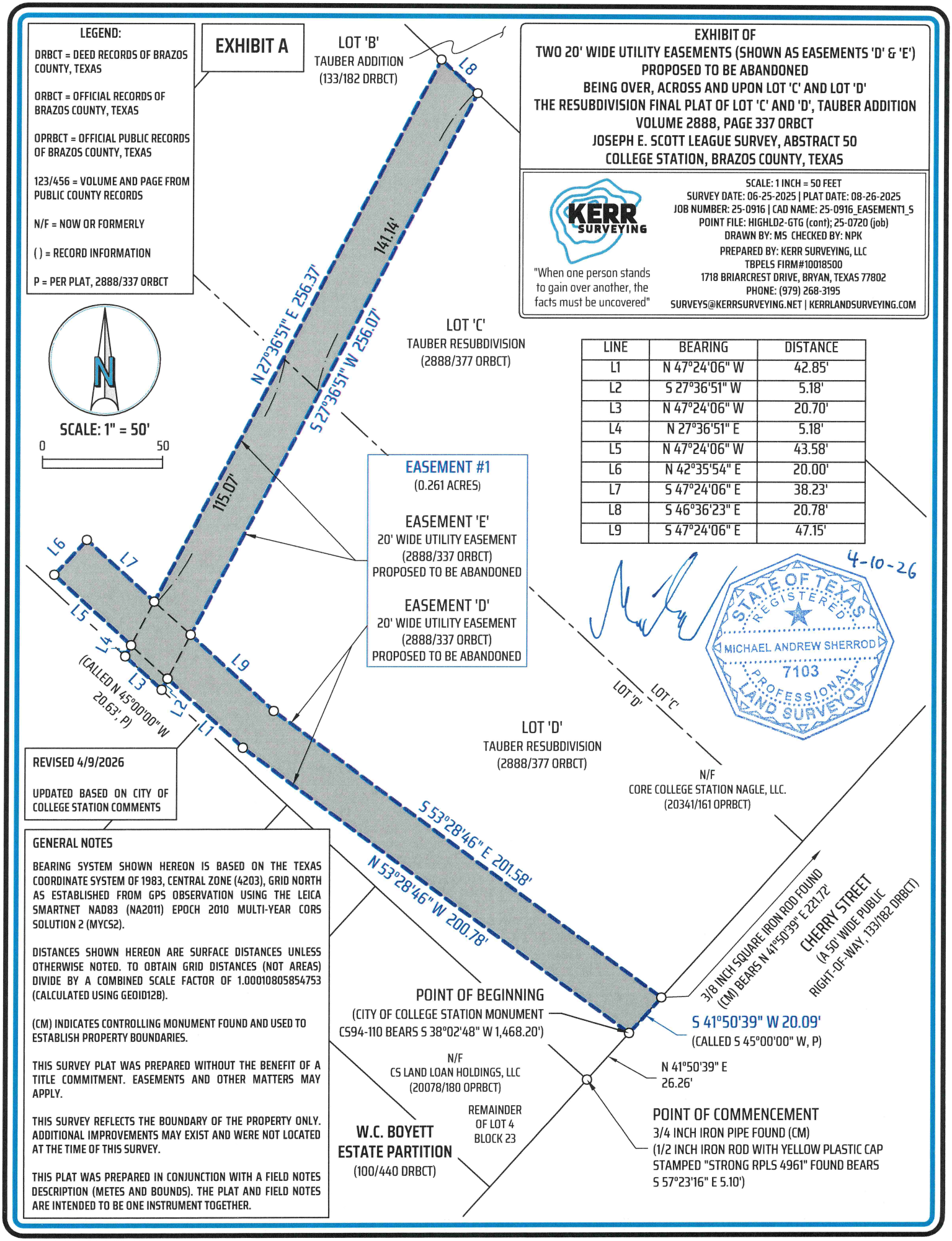

LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
P = PER PLAT, 2888/337 ORBCT
EXHIBIT A
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'D' & 'E')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT1_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
N
SCALE: 1" = 50'
0
50
LOT 'C'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
L8
141.14'
N 27°36'51" E 256.37'
S 27°36'51" W 256.07'
115.07'
EASEMENT #1
(0.261 ACRES)
EASEMENT 'E'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
EASEMENT 'D'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
L6
L7
L5
L4
L3
L2
L1
L9
(CALLED N 45°00'00" W 20.63', P)
LOT 'D'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
LOT 'D'
LOT 'C'
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
S 53°28'46" E 201.58'
N 53°28'46" W 200.78'
POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°02'48" W 1,468.20')
N/F
CS LAND LOAN HOLDINGS, LLC
(20078/180 OPRBCT)
REMAINDER OF LOT 4 BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
3/8 INCH SQUARE IRON ROD FOUND (CM) BEARS N 41°50'39" E 221.72'
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
S 41°50'39" W 20.09'
(CALLED S 45°00'00" W, P)
N 41°50'39" E 26.26'
POINT OF COMMENCEMENT
3/4 INCH IRON PIPE FOUND (CM)
(1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STRONG RPLS 4961" FOUND BEARS S 57°23'16" E 5.10')
LINE | BEARING | DISTANCE
L1 | N 47°24'06" W | 42.85'
L2 | S 27°36'51" W | 5.18'
L3 | N 47°24'06" W | 20.70'
L4 | N 27°36'51" E | 5.18'
L5 | N 47°24'06" W | 43.58'
L6 | N 42°35'54" E | 20.00'
L7 | S 47°24'06" E | 38.23'
L8 | S 46°36'23" E | 20.78'
L9 | S 47°24'06" E | 47.15'
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
4-10-26
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #2 (~301.5 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENT 'C' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C';

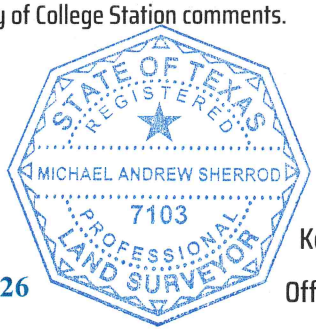
THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **110.03 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 21' 33" W, a distance of 1,599.71 feet;

THENCE, continuing with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.00 feet** to a point for corner , from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 138.04 feet;

THENCE, across said Lot 'C', for the following three (3) courses and distances:

1) **N 48° 11' 07" W**, for a distance of **15.07 feet** to a point for corner;
2) **N 41° 48' 53" E**, for a distance of **20.00 feet** to a point for corner;
3) **S 48° 11' 07" E**, for a distance of **15.08 feet** to the **POINT OF BEGINNING** hereof and containing **301.5 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.



4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

LEGEND:

ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C') AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B') PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 ORBCT)

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #3 (~2,110 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'A' AND 'B' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C', from which the City of College Station Monument CS94-110 bears S 38° 35' 00" W, a distance of 1,709.56 feet;

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.06 feet** to a point for corner, from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 258.01 feet;

THENCE, across said Lot 'C' for the following four (4) courses and distances:

1) **N 46° 35' 53" W**, for a distance of **70.91 feet** to a point for corner;
2) **S 43° 24' 07" W**, for a distance of **59.86 feet** to a point for corner;
3) **N 46° 35' 53" W**, for a distance of **20.00 feet** to a point for corner;
4) **N 43° 24' 07" E**, for a distance of **69.91 feet** to a point for corner in the common line of said Lot 'B' and said Lot 'C' and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **90.64 feet** to the **POINT OF BEGINNING** hereof and containing **2,110 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

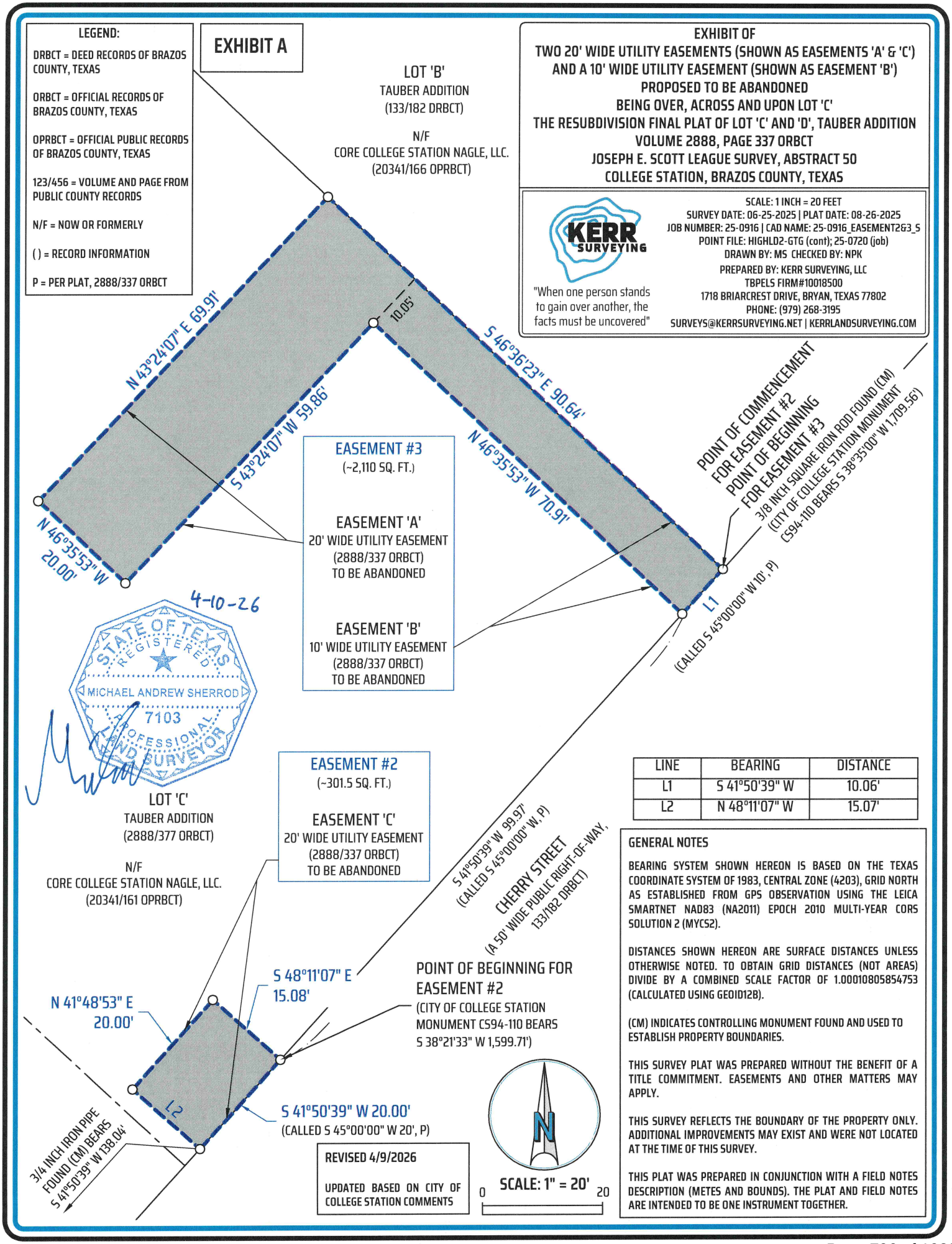

LEGEND:
ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
P = PER PLAT, 2888/337 ORBCT
EXHIBIT A
EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C')
AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N 43°24'07" E 69.91'
10.05'
S 46°36'23" E 90.64'
S 43°24'07" W 59.86'
N 46°35'53" W 70.91'
N 46°35'53" W 20.00'
POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')
L1
(CALLED S 45°00'00" W 10', P)
EASEMENT #3
(~2,110 SQ. FT.)
EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED
EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
EASEMENT #2
(~301.5 SQ. FT.)
EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED
S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
S 48°11'07" E 15.08'
N 41°48'53" E 20.00'
POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')
L2
S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)
3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'
N
SCALE: 1" = 20'
0
20
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
LINE | BEARING | DISTANCE
L1 | S 41°50'39" W | 10.06'
L2 | N 48°11'07" W | 15.07'
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #4 (0.122 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT), for the east corner of said Lot 4;

THENCE, with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **126.70 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 50' 06" W, a distance of 1,852.40 feet;

THENCE, continuing with the common line of said Lot 4, said Lot 'B' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.01 feet** to a point for corner in the common line of said Lot 'B' and Cherry Street;

THENCE, across said Lot 'B', **N 46° 26' 58" W**, for a distance of **354.47 feet** to a point for corner;

THENCE, across said Lot 'B' and crossing into said Lot 1, **N 38° 02' 18" E**, for a distance of **15.07 feet** to a point for corner within said Lot 1;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **355.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.122 acres**, more or less.

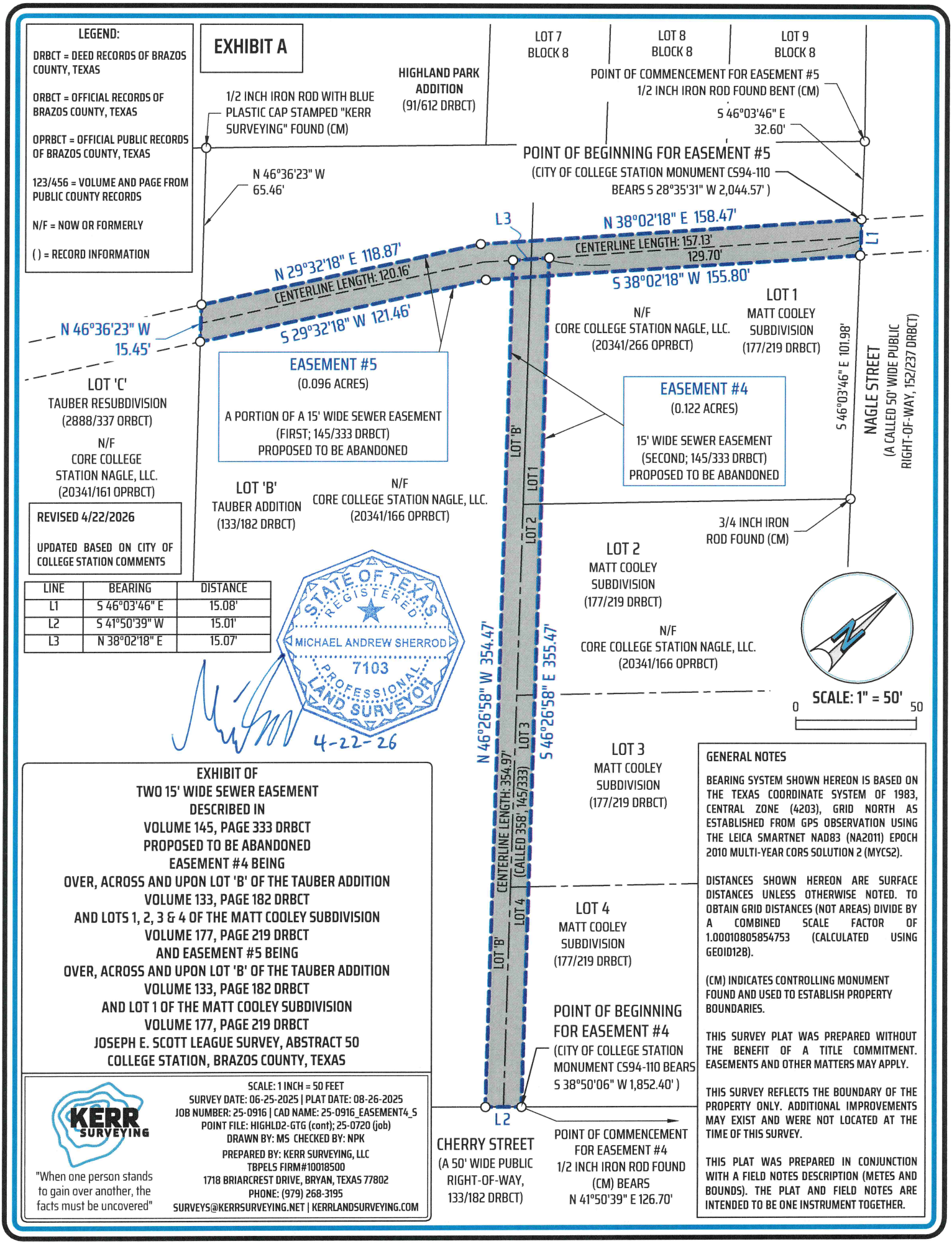
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



REVISED 4/22/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

LINE	BEARING	DISTANCE
L1	S 46°03'46" E	15.08'
L2	S 41°50'39" W	15.01'
L3	N 38°02'18" E	15.07'

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR

4-22-26

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and Nagle Street, **S 46° 03' 46" E**, for a distance of **32.60 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 28° 35' 31" W, a distance of 2,044.57 feet;

THENCE, continuing with the common line of said Lot 1, **S 46° 03' 46" E**, for a distance of **15.08 feet** to a point for corner, from which a 3/4 inch iron rod found bears S 46° 03' 46" E, a distance of 101.98 feet;

THENCE, across said Lot 1 and crossing into said Lot 'B', **S 38° 02' 18" W**, for a distance of **155.80 feet** to a point for corner within said Lot 'B';

THENCE, continuing across said Lot 'B', **S 29° 32' 18" W**, for a distance of **121.46 feet** to a point for corner in the common line of said Lot 'B' and Lot 'C' of the Tauber Resubdivision filed in Volume 2888, Page 337 of the Official Records of Brazos County, Texas (ORBCT);

THENCE, with the common line of said Lot 'B' and said Lot 'C', **N 46° 36' 23" W**, for a distance of **15.45 feet** to a point for corner, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears N 46° 36' 23" W, a distance of 65.46 feet;

THENCE, across said Lot 'B', **N 29° 32' 18" E**, for a distance of **118.87 feet** to a point for corner;

THENCE, across said Lot 'B' and said Lot 1, **N 38° 02' 18" E**, for a distance of **158.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

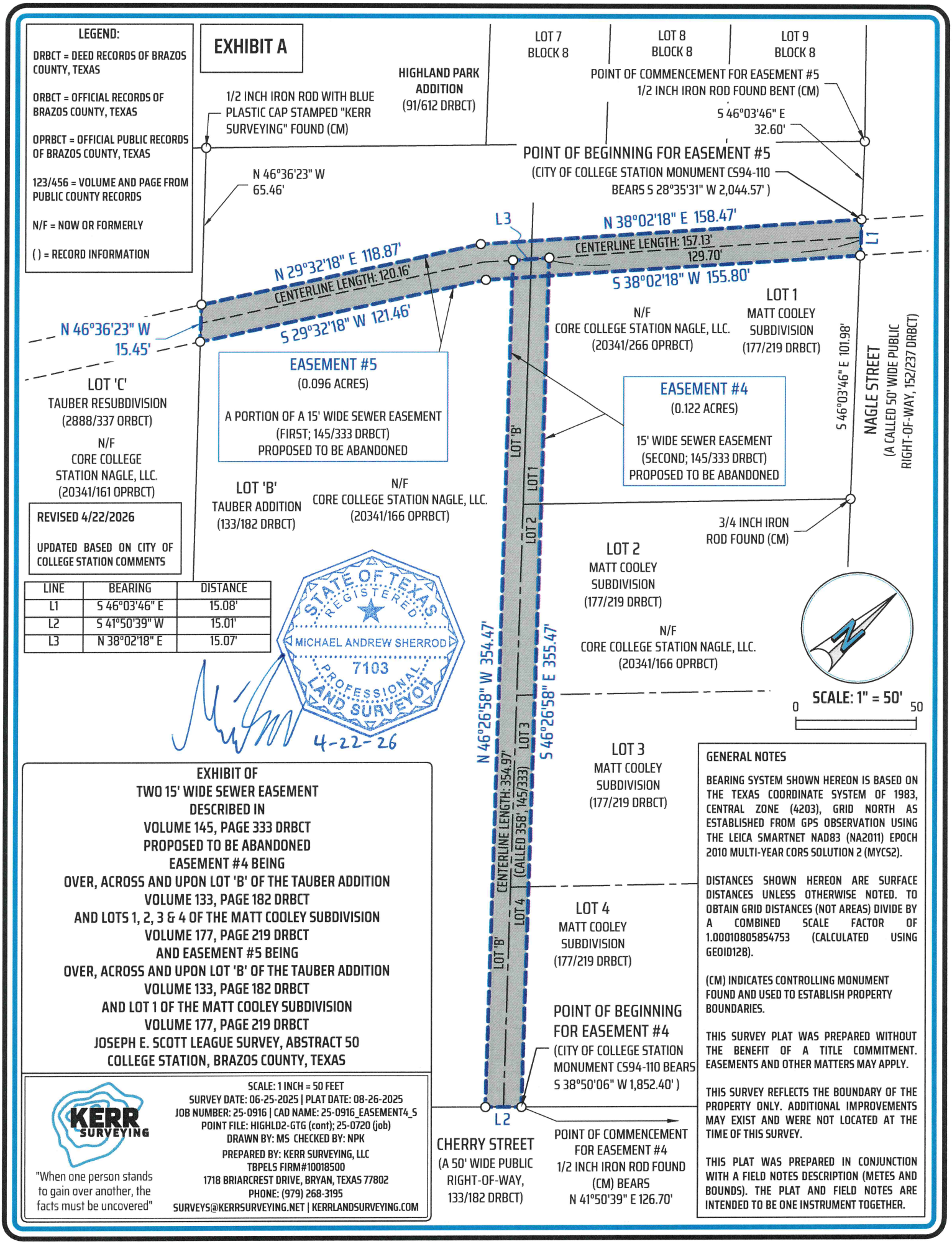


4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



REVISED 4/22/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

LINE	BEARING	DISTANCE
L1	S 46°03'46" E	15.08'
L2	S 41°50'39" W	15.01'
L3	N 38°02'18" E	15.07'

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR

4-22-26

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 10' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT HAVING BEEN DEDICATED PER MATT COOLEY SUBDIVISION PLAT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and said Highland Park Addition, **S 41° 12' 57" W**, for a distance of **126.97 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 26° 50' 04" W, a distance of 1,930.20 feet;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **402.82 feet** to a point for corner in the common line of said Lot 4 and Cherry Street (a 50' wide public right-of-way, 133/182 DRBCT) and being the east corner hereof;

THENCE with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.00 feet** to a point for corner, for the south corner of said Lot 4 and being the east corner of Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT);

THENCE, with the common line of said Lot 'B' and said Matt Cooley Subdivision, **N 46° 26' 58" W**, for a distance of **402.71 feet** to a point for corner in the southeast line of said Highland Park Addition, for the north corner of said Lot 'B' and being the west corner of said Lot 1, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears S 41° 12' 57" W, a distance of 136.71 feet;

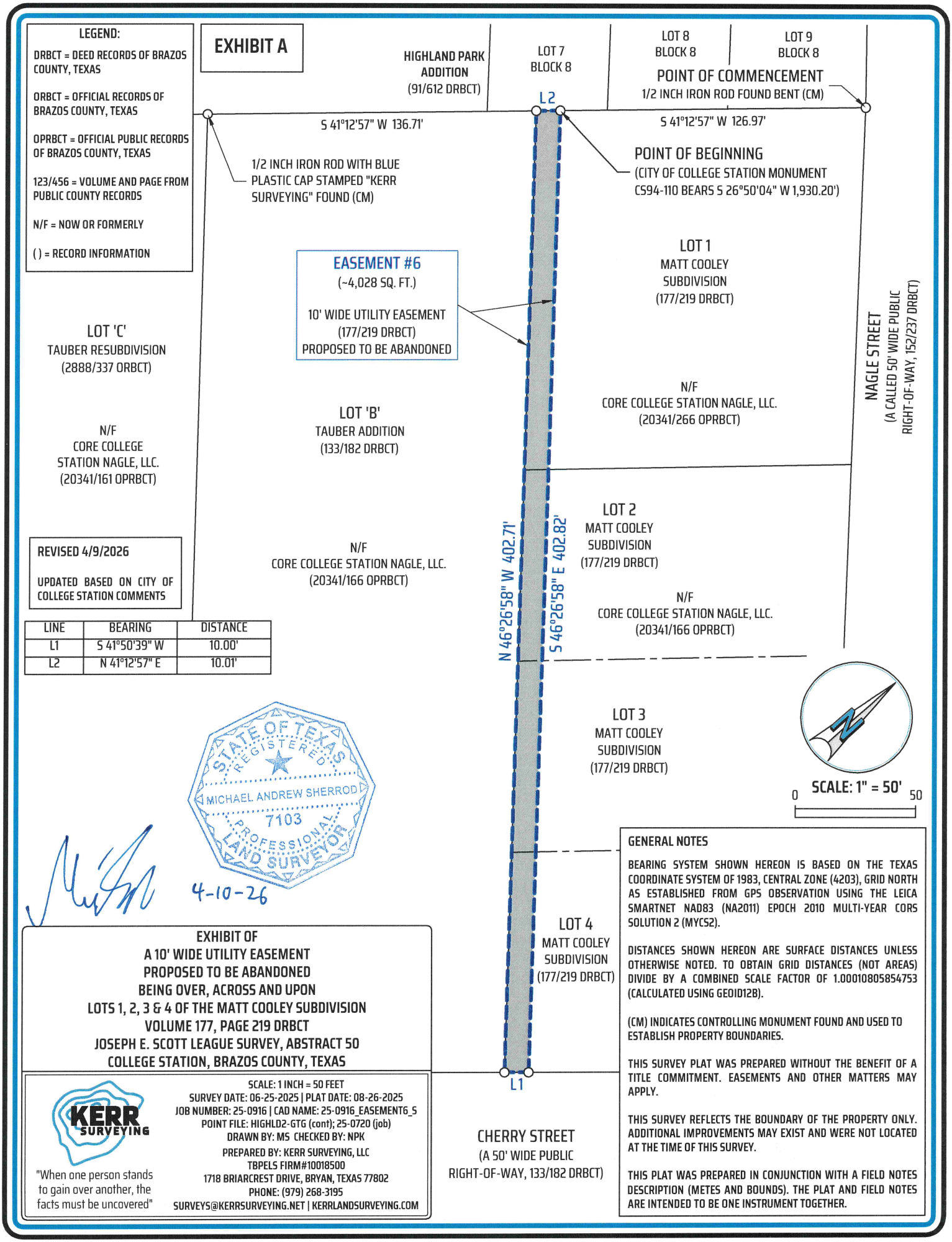
THENCE, with the common line of said Highland Park Addition and said Lot 1, **N 41° 12' 57" E**, for a distance of **10.01 feet** to the **POINT OF BEGINNING** hereof and containing **4,028 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT6_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26
Michael Andrew Sherrod
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LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.00'
L2	N 41°12'57" E	10.01'

EXHIBIT OF
A 10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON
LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT6_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #7 (0.103 ACRES)**

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, of the Deed Records of Brazos County, Texas; DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT);

THENCE, with the northwest line of Cherry Street, **S 41° 50' 39" W**, for a distance of **396.04 feet** to a point for corner in the common line of said Lot 'C' and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 19' 24" W, a distance of 1,583.49 feet;

THENCE, continuing with the common line of said Lot 'C', said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.00 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street;

THENCE, across said Lot 'D', **N 47° 02' 17" W**, for a distance of **296.44 feet** to a point for corner;

THENCE, across said Lot 'D' and crossing into said Lot 'C', **N 29° 32' 18" E**, for a distance of **15.42 feet** to a point for corner within said Lot 'C';

THENCE, across said Lot 'C', **S 47° 02' 17" E**, for a distance of **299.73 feet** to the **POINT OF BEGINNING** hereof and containing **0.103 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod

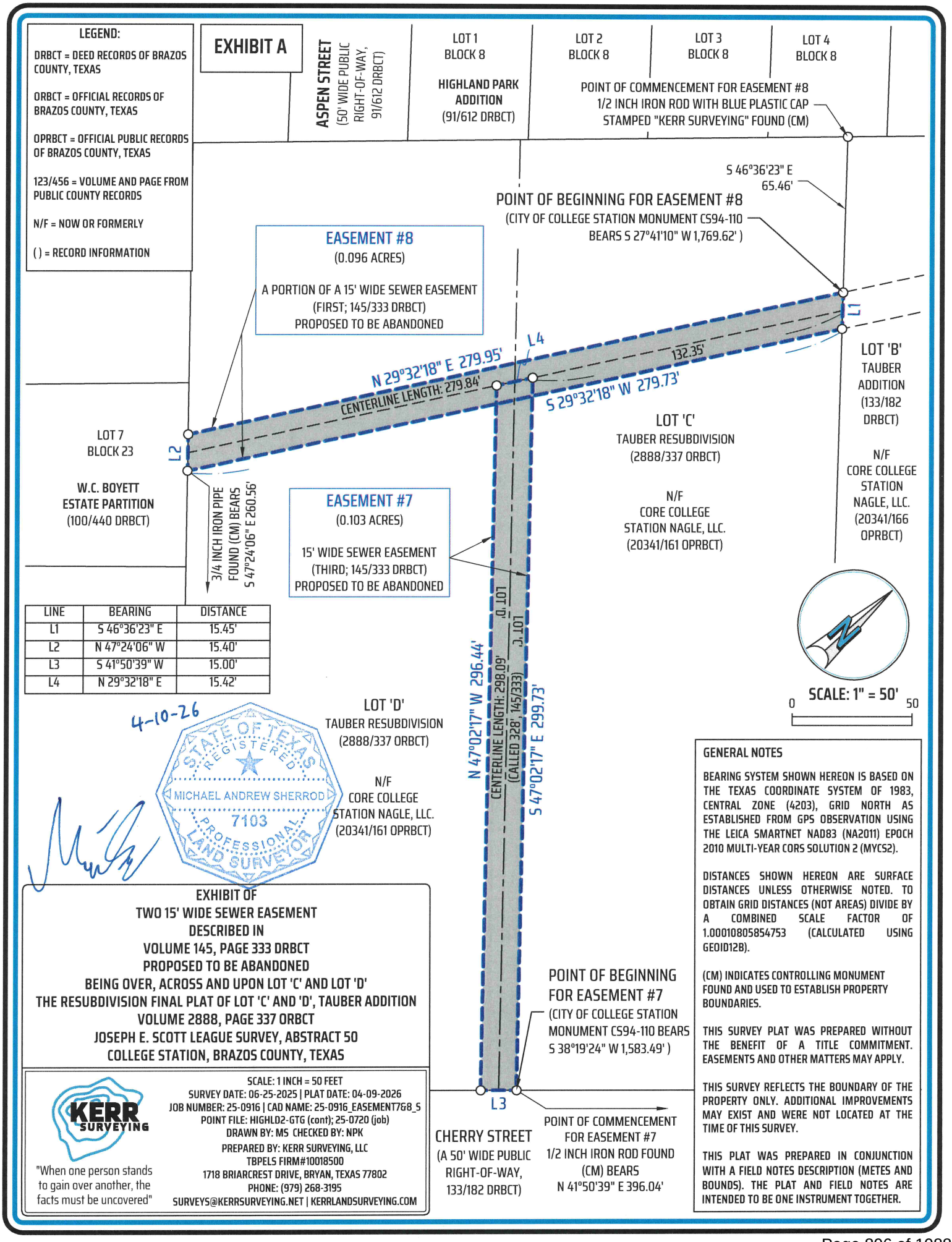
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 46°36'23" E	15.45'
L2	N 47°24'06" W	15.40'
L3	S 41°50'39" W	15.00'
L4	N 29°32'18" E	15.42'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A **EASEMENT #8 (0.096 ACRES)**

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A PORTION OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with blue plastic cap stamped 'KERR SURVEYING' on the southeast line of Lot 4, Block 8, Highland Park Addition filed in Volume 91, Page 612 of the Deed Records of Brazos County, Texas (DRBCT) marking the northwest common corner of said Lots 'C' and 'D';

THENCE, S 46° 36' 23" E with the common line of said Lots 'C' and 'D' a distance of 65.46 feet to a point for corner in said common line being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 27° 41' 10" W, a distance of 1,769.62 feet;

THENCE, with said common line, **S 46° 36' 23" E,** for a distance of **15.45 feet** to a point for corner in said common line;

THENCE, over, across, and upon said Lots 'C' and 'D', **S 29° 32' 18" W,** for a distance of **279.73 feet** to a point for corner in the northeast line of Lot 7, Block 23, W.C. Boyett Estate Partition filed in Volume 100, Page 440 (DRBCT) and the southwest line of said Lot 'D', from which a 3/4 inch iron pipe found bears S 47° 24' 06" E a distance of 260.56 feet;

THENCE, with said Lot 7, Block 23 and said Lot 'D', **N 47° 24' 06" W,** for a distance of **15.40 feet** to a point for corner;

THENCE, over, across, and upon said Lots 'D' and 'C', **N 29° 32' 18" E,** for a distance of **279.95 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S. Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

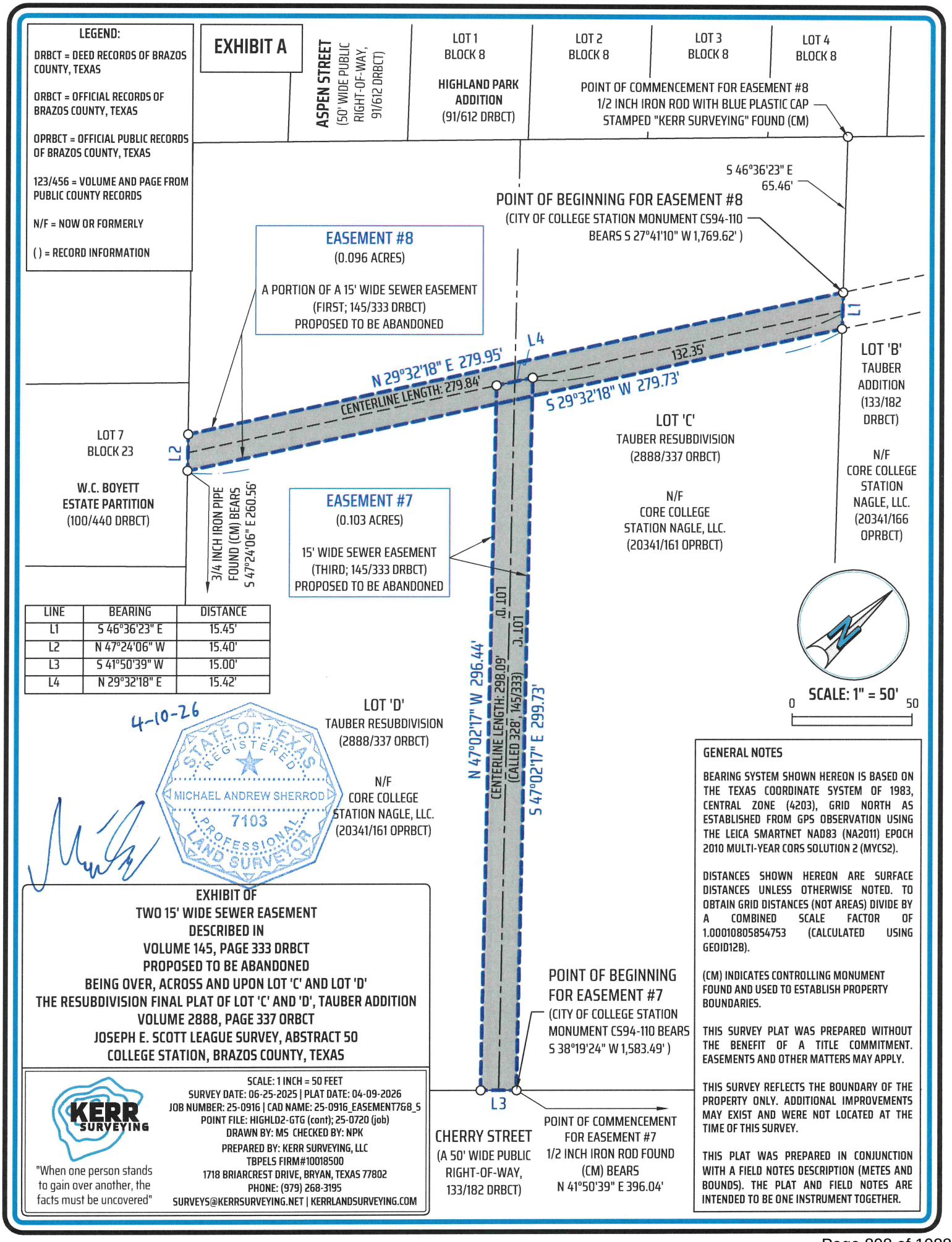

LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
ASPEN STREET
(50' WIDE PUBLIC RIGHT-OF-WAY, 91/612 DRBCT)
LOT 1 BLOCK 8
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 2 BLOCK 8
LOT 3 BLOCK 8
LOT 4 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #8
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
S 46°36'23" E 65.46'
POINT OF BEGINNING FOR EASEMENT #8
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 27°41'10" W 1,769.62')
EASEMENT #8
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 29°32'18" E 279.95'
CENTERLINE LENGTH: 279.84'
L4
132.35'
S 29°32'18" W 279.73'
L1
L2
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 7
BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
3/4 INCH IRON PIPE FOUND (CM) BEARS S 47°24'06" E 260.56'
EASEMENT #7
(0.103 ACRES)
15' WIDE SEWER EASEMENT
(THIRD; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
.0.101
.0.101
CENTERLINE LENGTH: 298.09'
(CALLED 328', 145/333)
N 47°02'17" W 296.44'
S 47°02'17" E 299.73'
LINE | BEARING | DISTANCE
L1 | S 46°36'23" E | 15.45'
L2 | N 47°24'06" W | 15.40'
L3 | S 41°50'39" W | 15.00'
L4 | N 29°32'18" E | 15.42'
N
SCALE: 1" = 50'
0
50
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR
LOT 'D'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
POINT OF BEGINNING FOR EASEMENT #7
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°19'24" W 1,583.49')
L3
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #7
1/2 INCH IRON ROD FOUND (CM) BEARS N 41°50'39" E 396.04'
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A

FIELD NOTES DESCRIPTION

OF A

15' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE 15 FOOT UTILITY EASEMENT RECORDED IN VOLUME 3865, PAGE 300 OPRBCT OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the northeast line of said Lot 1 and on the southwest right-of-way of Nagle Street (called 50 foot wide public right-of-way, 152/237 DRBCT) from which the City of College Station monument CS94-110 bears S 29° 39' 14" W a distance of 2,034.57 feet; also from which a 1/2 inch iron rod found bent on said southwest right-of-way marking the north corner of said Lot 1 bears N 46° 03' 46" W a distance of 71.71 feet;

THENCE, with said right-of-way common with said northeast line of Lot 1, **S 46° 03' 46" E a distance of 16.38 feet** to a point from which a 3/4 inch iron rod found bears S 46° 03' 46" E a distance of 61.58 feet;

THENCE, over, across, and upon said Lot 1 for the following three (3) courses and distances:

1) **S 67° 37' 22" W a distance of 81.41 feet** to a point on the southeast line of another 15-foot wide sewer easement (145/333 DRBCT);
2) **N 38° 02' 18" E** with said southeast line of 15-foot wide sewer easement (145/333 DRBCT) **a distance of 30.38 feet;**

3) **N 67° 37' 22" E** a distance of **48.41 feet** to the **POINT OF BEGINNING** hereof and containing **974 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared October 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-1194-S Abandon Esmt.



4/20/26

Michael Andrew Sherrod

Registered Professional Land Surveyor No. 7103

Revised labels per city request 4-2-2026

Revised to add "Exhibit A" per city request 4-20-2026

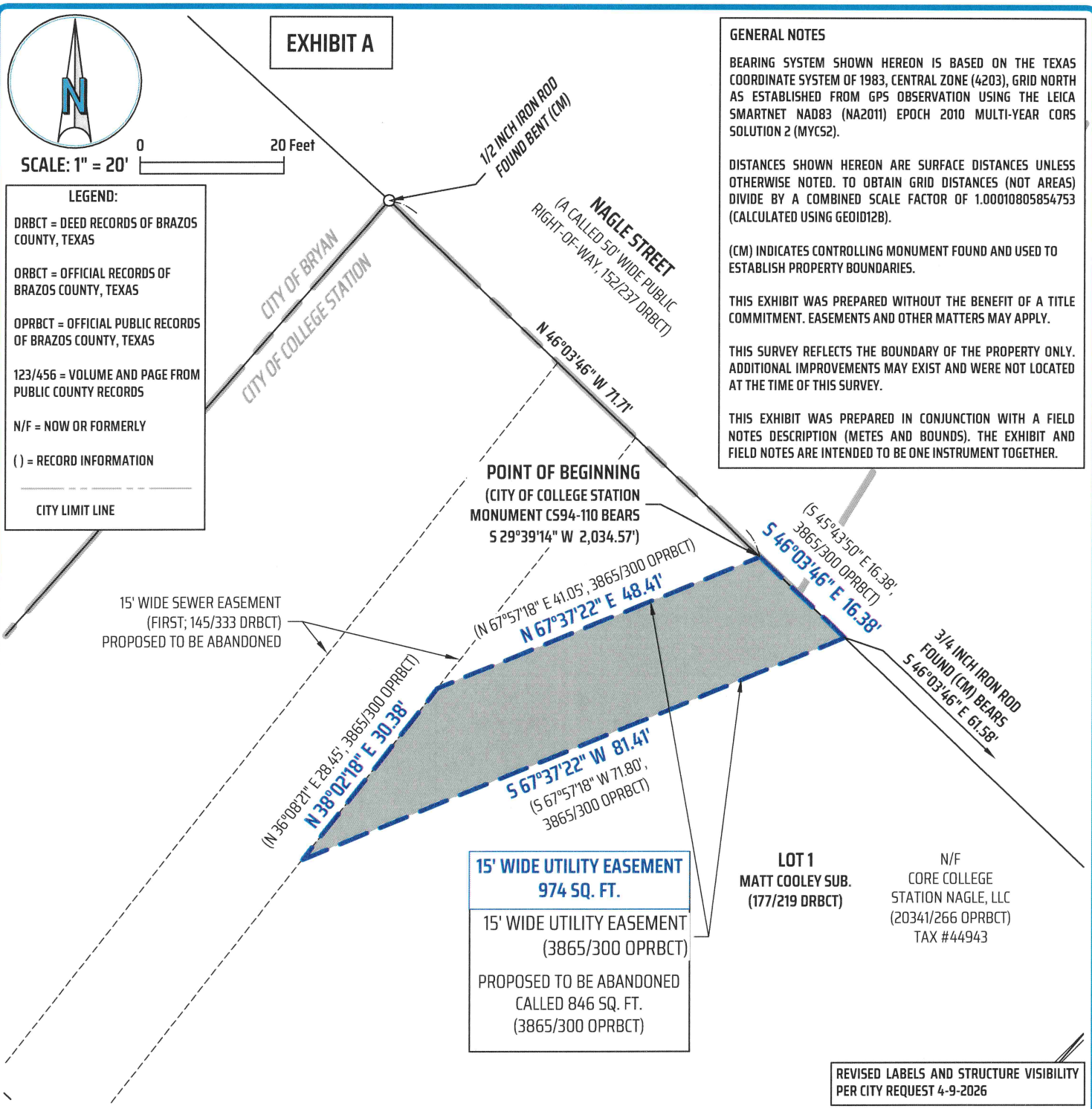
KERR SURVEYING

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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT A



LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

CITY LIMIT LINE

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE EXHIBIT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

REVISED LABELS AND STRUCTURE VISIBILITY PER CITY REQUEST 4-9-2026

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4-10-26

EXHIBIT OF
A 15' WIDE UTILITY EASEMENT DEDICATED IN VOLUME 3865, PAGE 300, OPRBCT, PROPOSED TO BE ABANDONED BEING OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUB. VOLUME 177, PAGE 219, DRBCT JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50 COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
FIELD SURVEY DATE: 06-25-2025 | PLAT DATE: 10-03-2025
JOB NUMBER: 25-1194 | CAD NAME: 25-1194-S Abandon Esmt
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: TJF CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



Core Spaces NG SH - Easement Abandonment Exhibit

College Station, Texas
APRIL 2026

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: Michael R Zwernemann

Title: OSP Engineer

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: Construction Ops Lead

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____ (Eric Armke)

Title: Electrical Engineer

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: GENERAL MANAGER

Location: *603 Cherry St - ABAN2026-000002*

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter
City Engineer
City of College Station

Brian Binford
Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

William Glenn Gavit
Electric Department
City of College Station

Water Services Department
City of College Station

Emily Fisher
Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Cale Kobza

ADDRESS: 21 Lakeside Lane

Hockley, TX 77447

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 301.5 SQUARE FOOT UTILITY EASEMENT, SAID EASEMENT LYING OVER, ACROSS, AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, ACCORDING TO THE INSTRUMENTS RECORDED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 301.5 square foot Utility Easement, said easement lying over, across, and upon Lot 'C' The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, according to the instruments recorded in Volume 2888, Page 337, of the Official Records of Brazos County, Texas, as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Easement"); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Easement.

3. There is no anticipated future public need or use for the Easement.

4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easement as described in **Exhibit "A"** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

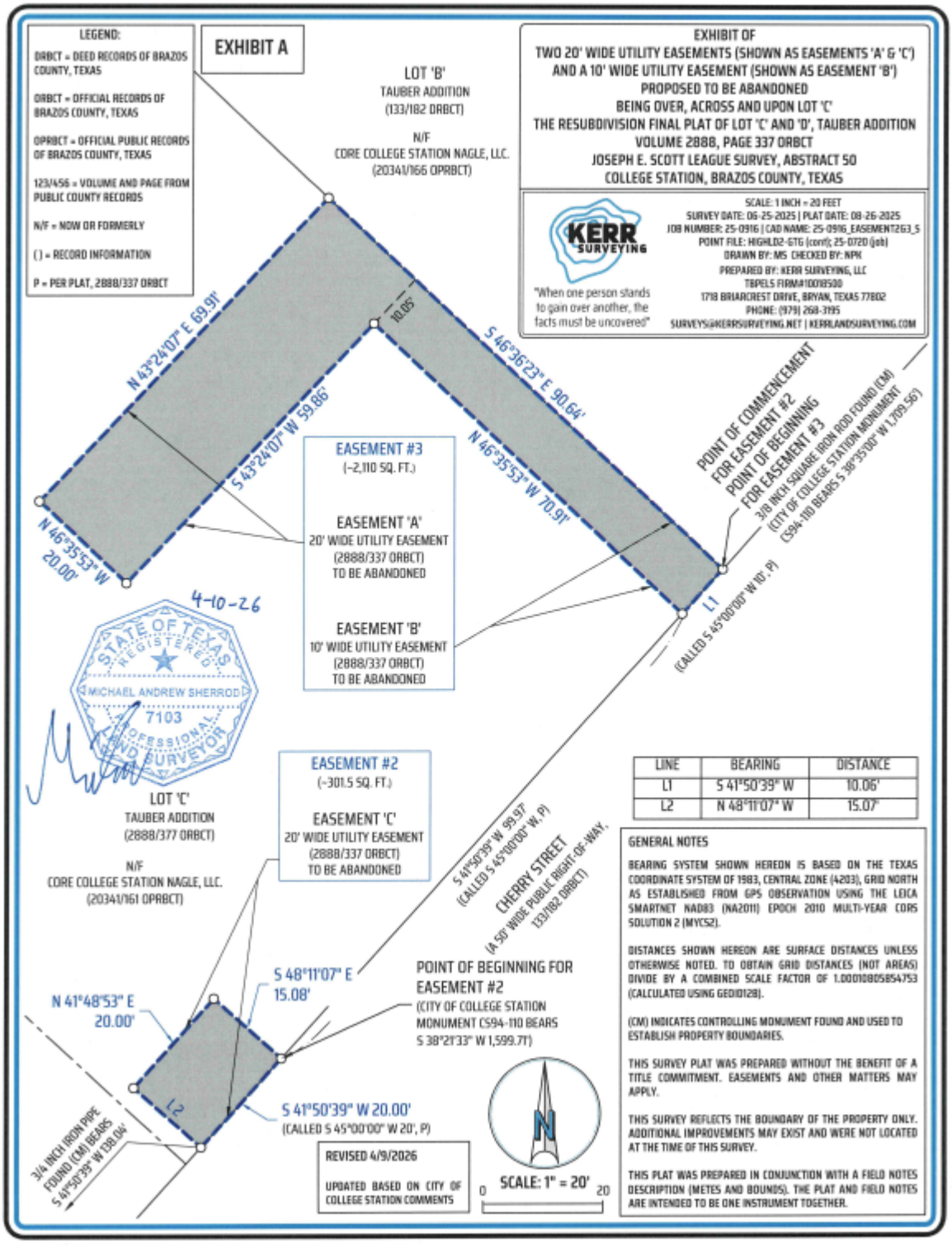

LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
P = PER PLAT, 2888/337 ORBCT
EXHIBIT A
LOT 'B'
TAUBER ADDITION
(133/182 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C')
AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (conf); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
N 43°24'07" E 69.91'
10.05'
S 46°36'23" E 90.64'
S 43°24'07" W 59.86'
N 46°35'53" W 70.91'
N 46°35'53" W 20.00'
EASEMENT #3
(~2,110 SQ. FT.)
EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED
EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED
POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')
L1
(CALLED S 45°00'00" W 10', P)
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
EASEMENT #2
(~301.5 SQ. FT.)
EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED
LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY)
133/182 ORBCT)
S 48°11'07" E 15.08'
N 41°48'53" E 20.00'
POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')
L2
S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)
3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
SCALE: 1" = 20'
0
20
LINE | BEARING | DISTANCE
L1 | S 41°50'39" W | 10.06'
L2 | N 48°11'07" W | 15.07'
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.000108058547S3 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #2 (~301.5 SQ. FT.)**

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
20' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENT 'C' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C';

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **110.03 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 21' 33" W, a distance of 1,599.71 feet;

THENCE, continuing with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.00 feet** to a point for corner , from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 138.04 feet;

THENCE, across said Lot 'C', for the following three (3) courses and distances:

1) **N 48° 11' 07" W**, for a distance of **15.07 feet** to a point for corner;
2) **N 41° 48' 53" E**, for a distance of **20.00 feet** to a point for corner;
3) **S 48° 11' 07" E**, for a distance of **15.08 feet** to the **POINT OF BEGINNING** hereof and containing **301.5 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

May 18, 2026
Item No. 9.5.
Sewer Easement Abandonment - 603 Cherry St

Sponsor: Lindsey Pressler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.096 acre portion of a 15-foot-wide Sewer Easement, said easement lying over, across, and upon Lot 'B' of the Tauber Addition and Lots 1 of the Matt Cooley Subdivision, generally located at 603 Cherry St, according to the instruments recorded in Volume 145, Page 333 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

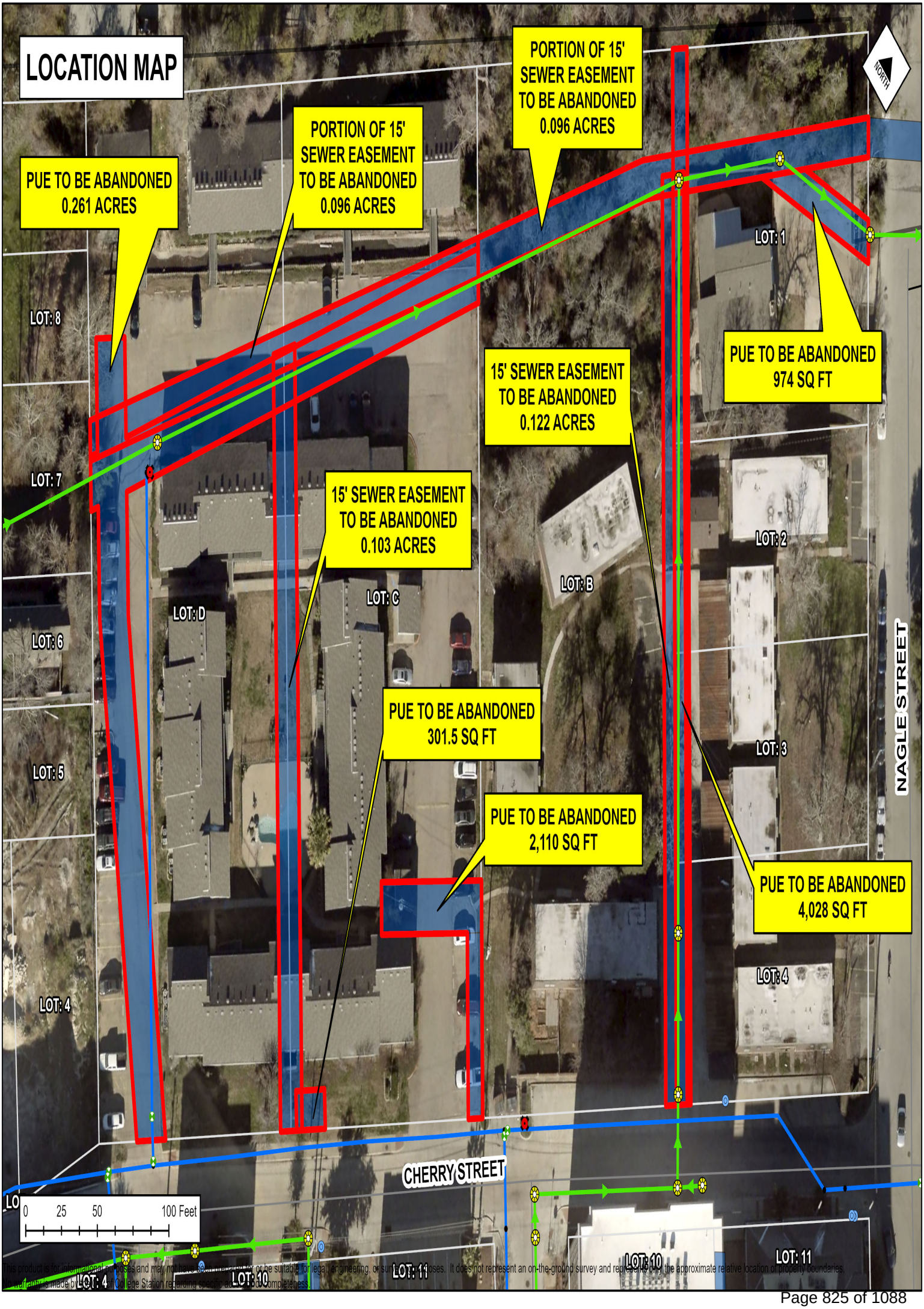
Recommendation(s): Staff recommends approval of the abandonment.

Summary: The abandonment of the utility easement is being requested by the applicant in order to build an apartment complex over existing easements on the site. The proposed layout necessitates relocating the easements and utility lines along Cherry St, Nagle St, and the northern lot lines of the The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, the Tauber Addition, and the Matt Cooley Subdivision.

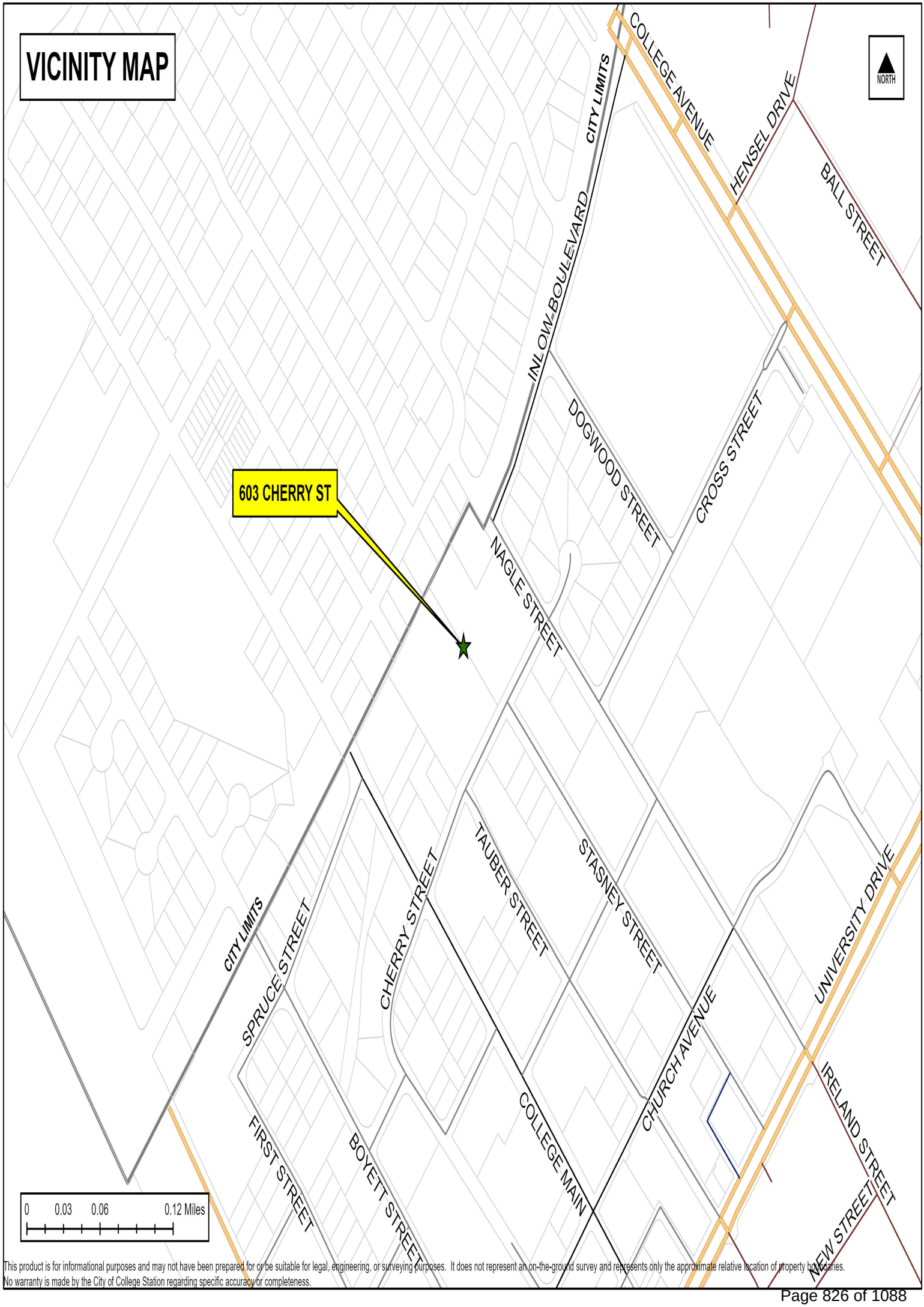
The utility easement is located approximately three hundred forty feet (340 ft) northwest from the intersection of Nagle and Cherry.

Budget & Financial Summary: N/A

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



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



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

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ■ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ■ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ■ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ■ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- N/A For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ■ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

20' WIDE UTILITY EASEMENT - A (2888/337 ORBCT) ITEM 10d, 10' WIDE UTILITY EASEMENT - B (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - C (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - D (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - E (2888/337 ORBCT) ITEM 10d, 15' WIDE SEWER EASEMENT (145/33 DRBCT) ITEM 10g, 10' WIDE UTILITY EASEMENT (177/219 DRBCT) ITEM 10e

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Preston Jacks, P.E. E-mail preston.jacks@kimley-horn.com

Street Address 614 Holleman Drive E, Suite 1100

City College Station State TX Zip Code 77840

Phone Number 979-446-0780 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Core College Station Nagle, LLC E-mail _ Street Address: _____

1400 N Kingsbury, 3rd Floor City

Chicago State IL Zip Code 60642

Phone Number 8476449302 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

2/13/2026
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name Aggie Villas LLC E-mail _____

Street Address 12418 Boheme Dr

City Houston State TX Zip Code 77024

Reason consent was not obtained:
See below.

If objecting, points of objection:

Applicant / Developer has made several good faith attempts to communicate with the neighbor to discuss this form and City requirement. The neighbor has repeatedly refused to reasonably engage and discuss this form and the City's requirement related to the easement abandonment. As a result, the Applicant / Developer has not received a signature from the neighbor, and furthermore does not expect to receive a signature despite good faith efforts being made to obtain it.

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The easements proposed for abandonment are all on our site. None of the adjacent properties access public roadways through our site.

8. That there is no current public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

10. That all public utilities have access to serve current and future customers because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

11. Such public right-of-way/easement has been and is being used as follows:

The easements are currently used to contain existing utilities. These existing utilities will be abandoned and rerouted for the proposed development.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Chief Development Officer — Signature and title

2/13/2026 — Date

STATE OF ~~TEXAS~~ Illinois §
§ ACKNOWLEDGEMENT
COUTY OF ~~BRAZOS~~ Cook §

Subscribed and sworn to before me, a Notary Public, this 13th day of February, 2026 by Chad Mates.

Notary Public in and for the State of Illinois

Official Seal
MADELAINE RAUSCH FLANAGAN
Notary Public, State of Illinois
Commission No. 1015025
My Commission Expires August 7, 2029

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A **EASEMENT #1 (0.261 ACRES)**

FIELD NOTES DESCRIPTION

OF

TWO 20' WIDE UTILITY EASEMENTS

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF TWO 20' WIDE UTILITY EASEMENTS PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'D' AND 'E' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch iron pipe found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the east corner of W.C. Boyett Estate Partition, filed in Volume 100, Page 440 (DRBCT) and being the south corner of said Lot 'D', from which a 1/2 inch iron rod with a yellow plastic cap stamped "STRONG RPLS 4961" found bears S 57° 23' 16" E, a distance of 5.10 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **N 41° 50' 39" E**, for a distance of **26.26 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 02' 48" W, a distance of 1,468.20 feet;

THENCE, across said Lot 'D', for the following three (3) courses and distances:

1) **N 53° 28' 46" W**, for a distance of **200.78 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **42.85 feet** to a point for corner;
3) **S 27° 36' 51" W**, for a distance of **5.18 feet** to a point for corner in the common line of said W.C. Boyett Estate Partition and said Lot 'D';

THENCE, with the common line of said W.C. Boyett Estate Partition and said Lot 'D', **N 47° 24' 06" W**, for a distance of **20.70 feet** to a point for corner;

THENCE, across said Lot 'D' for the following four (4) courses and distances:

1) **N 27° 36' 51" E**, for a distance of **5.18 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **43.58 feet** to a point for corner;
3) **N 42° 35' 54" E**, for a distance of **20.00 feet** to a point for corner;
4) **S 47° 24' 06" E**, for a distance of **38.23 feet** to a point for corner;

THENCE, continuing across said Lot 'D', **N 27° 36' 51" E**, and passing at a distance of 115.07 feet the common line of said Lot 'D' and said Lot 'C' and continuing across said Lot 'C' for a total distance of **256.37 feet** to a point for corner in the common line of said Lot 'C' and Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **20.78 feet** to a point for corner;

THENCE, across said Lot 'C', **S 27° 36' 51" W**, and passing at a distance of 141.14 feet the common line of said Lot 'C' and said Lot 'D' and continuing across said Lot 'D' for a total distance of **256.07 feet** to a point for corner;

THENCE, continuing across said Lot 'D' for the following two (2) courses and distances:

1) **S 47° 24' 06" E**, for a distance of **47.15 feet** to a point for corner;
2) **S 53° 28' 46" E**, for a distance of **201.58 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street, from which a 3/8 inch square iron rod found bears N 41° 50' 39" E, a distance of 221.72 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.09 feet** to the **POINT OF BEGINNING** hereof and containing **0.261 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT1_S.
Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

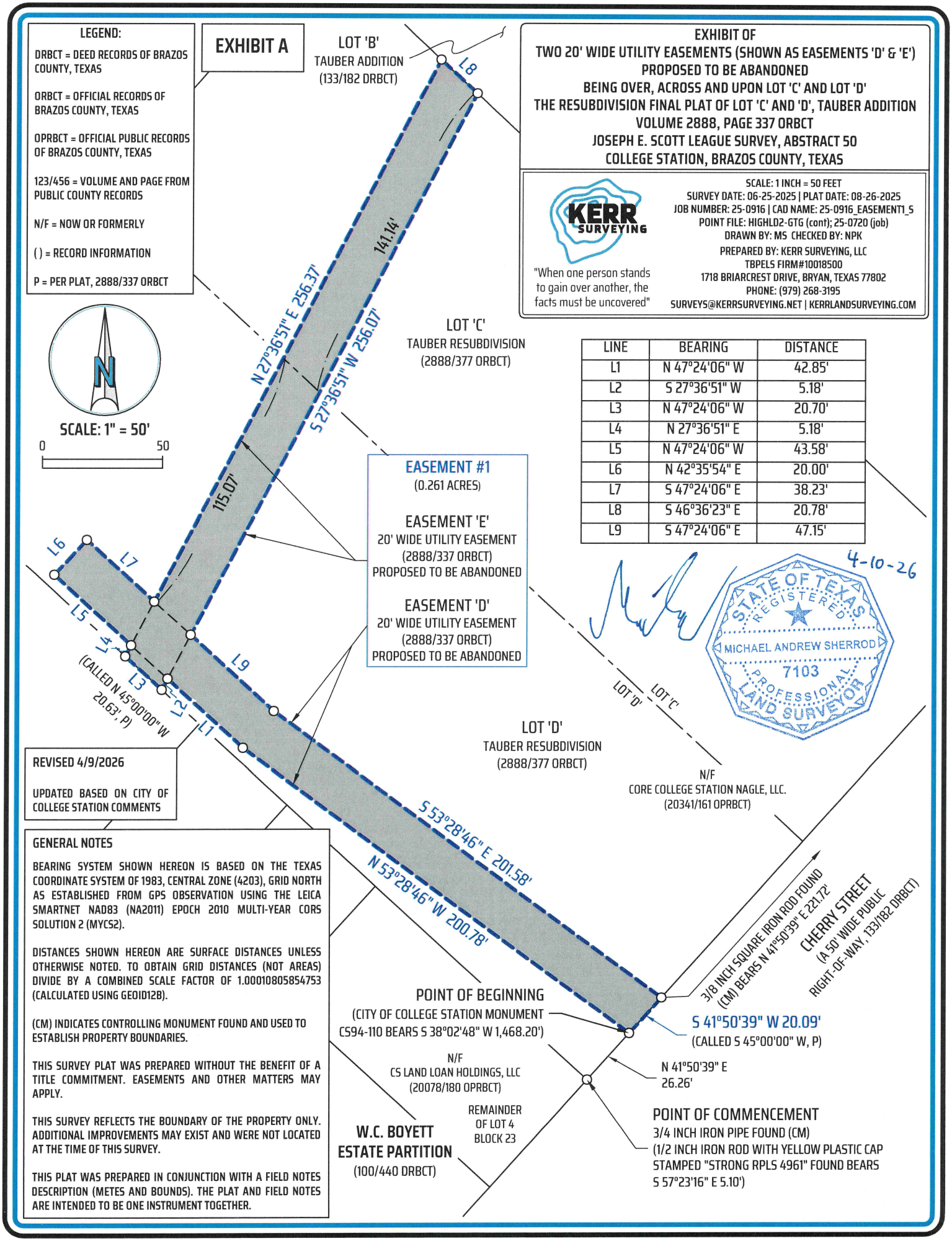

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TAUBER ADDITION
(133/182 DRBCT)
EXHIBIT OF
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POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
N
SCALE: 1" = 50'
0
50
L8
141.14'
N 27°36'51" E 256.37'
S 27°36'51" W 256.07'
115.07'
LOT 'C'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
LINE | BEARING | DISTANCE
L1 | N 47°24'06" W | 42.85'
L2 | S 27°36'51" W | 5.18'
L3 | N 47°24'06" W | 20.70'
L4 | N 27°36'51" E | 5.18'
L5 | N 47°24'06" W | 43.58'
L6 | N 42°35'54" E | 20.00'
L7 | S 47°24'06" E | 38.23'
L8 | S 46°36'23" E | 20.78'
L9 | S 47°24'06" E | 47.15'
EASEMENT #1
(0.261 ACRES)
EASEMENT 'E'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
EASEMENT 'D'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
L6
L7
L5
L4
L3
L2
L1
L9
(CALLED N 45°00'00" W 20.63', P)
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
LOT 'D'
LOT 'C'
LOT 'D'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
S 53°28'46" E 201.58'
N 53°28'46" W 200.78'
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°02'48" W 1,468.20')
N/F
CS LAND LOAN HOLDINGS, LLC
(20078/180 OPRBCT)
REMAINDER OF LOT 4 BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
3/8 INCH SQUARE IRON ROD FOUND (CM) BEARS N 41°50'39" E 221.72'
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
S 41°50'39" W 20.09'
(CALLED S 45°00'00" W, P)
N 41°50'39" E 26.26'
POINT OF COMMENCEMENT
3/4 INCH IRON PIPE FOUND (CM)
(1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STRONG RPLS 4961" FOUND BEARS S 57°23'16" E 5.10')

EXHIBIT A **EASEMENT #2 (~301.5 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENT 'C' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C';

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **110.03 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 21' 33" W, a distance of 1,599.71 feet;

THENCE, continuing with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.00 feet** to a point for corner , from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 138.04 feet;

THENCE, across said Lot 'C', for the following three (3) courses and distances:

1) **N 48° 11' 07" W**, for a distance of **15.07 feet** to a point for corner;
2) **N 41° 48' 53" E**, for a distance of **20.00 feet** to a point for corner;
3) **S 48° 11' 07" E**, for a distance of **15.08 feet** to the **POINT OF BEGINNING** hereof and containing **301.5 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

LEGEND:

ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C') AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B') PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 ORBCT)

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #3 (~2,110 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'A' AND 'B' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C', from which the City of College Station Monument CS94-110 bears S 38° 35' 00" W, a distance of 1,709.56 feet;

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.06 feet** to a point for corner, from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 258.01 feet;

THENCE, across said Lot 'C' for the following four (4) courses and distances:

1) **N 46° 35' 53" W**, for a distance of **70.91 feet** to a point for corner;
2) **S 43° 24' 07" W**, for a distance of **59.86 feet** to a point for corner;
3) **N 46° 35' 53" W**, for a distance of **20.00 feet** to a point for corner;
4) **N 43° 24' 07" E**, for a distance of **69.91 feet** to a point for corner in the common line of said Lot 'B' and said Lot 'C' and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **90.64 feet** to the **POINT OF BEGINNING** hereof and containing **2,110 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

LEGEND:

ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C') AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B') PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 ORBCT)

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #4 (0.122 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT), for the east corner of said Lot 4;

THENCE, with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **126.70 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 50' 06" W, a distance of 1,852.40 feet;

THENCE, continuing with the common line of said Lot 4, said Lot 'B' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.01 feet** to a point for corner in the common line of said Lot 'B' and Cherry Street;

THENCE, across said Lot 'B', **N 46° 26' 58" W**, for a distance of **354.47 feet** to a point for corner;

THENCE, across said Lot 'B' and crossing into said Lot 1, **N 38° 02' 18" E**, for a distance of **15.07 feet** to a point for corner within said Lot 1;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **355.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.122 acres**, more or less.

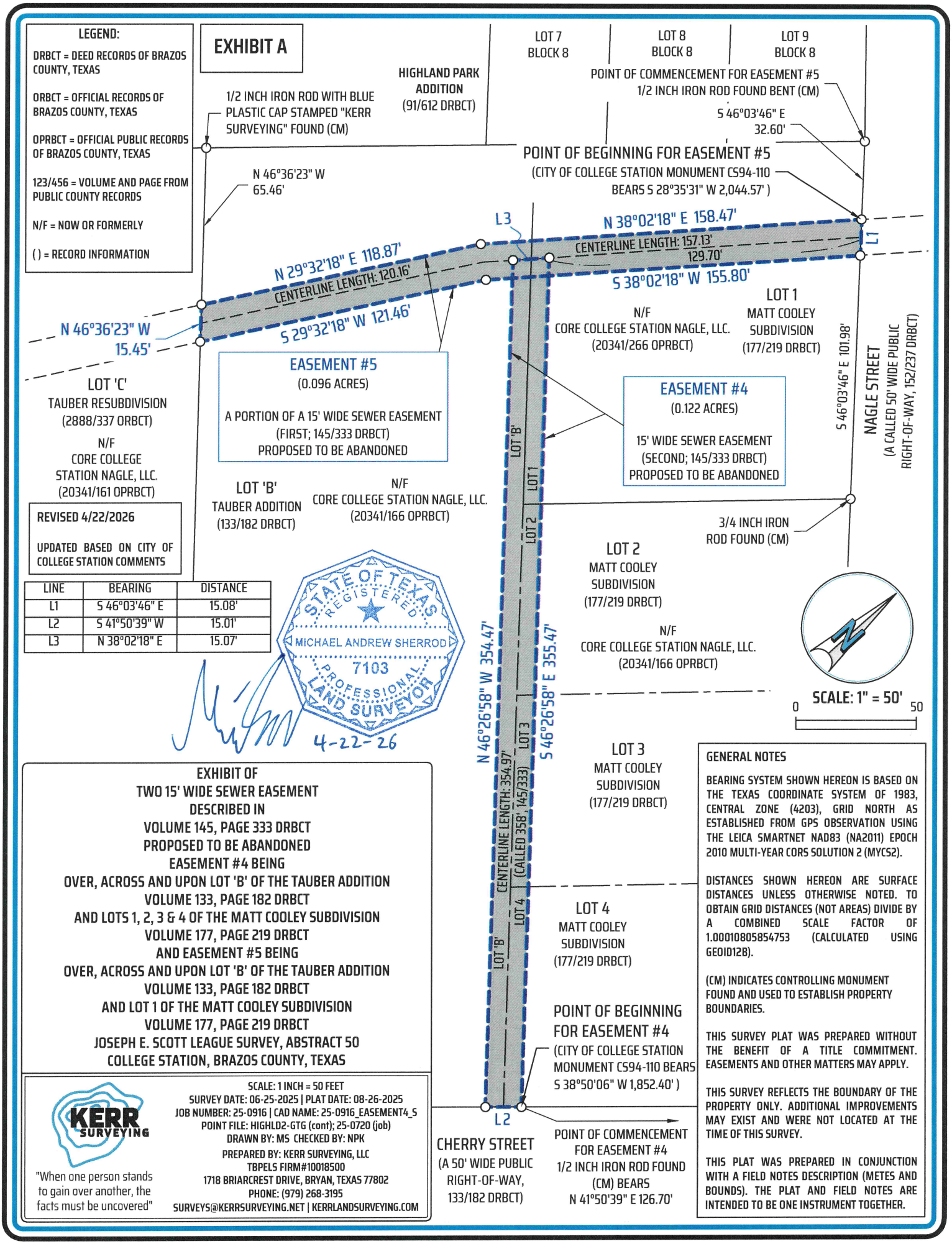
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



REVISED 4/22/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

LINE	BEARING	DISTANCE
L1	S 46°03'46" E	15.08'
L2	S 41°50'39" W	15.01'
L3	N 38°02'18" E	15.07'

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4-22-26

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and Nagle Street, **S 46° 03' 46" E**, for a distance of **32.60 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 28° 35' 31" W, a distance of 2,044.57 feet;

THENCE, continuing with the common line of said Lot 1, **S 46° 03' 46" E**, for a distance of **15.08 feet** to a point for corner, from which a 3/4 inch iron rod found bears S 46° 03' 46" E, a distance of 101.98 feet;

THENCE, across said Lot 1 and crossing into said Lot 'B', **S 38° 02' 18" W**, for a distance of **155.80 feet** to a point for corner within said Lot 'B';

THENCE, continuing across said Lot 'B', **S 29° 32' 18" W**, for a distance of **121.46 feet** to a point for corner in the common line of said Lot 'B' and Lot 'C' of the Tauber Resubdivision filed in Volume 2888, Page 337 of the Official Records of Brazos County, Texas (ORBCT);

THENCE, with the common line of said Lot 'B' and said Lot 'C', **N 46° 36' 23" W**, for a distance of **15.45 feet** to a point for corner, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears N 46° 36' 23" W, a distance of 65.46 feet;

THENCE, across said Lot 'B', **N 29° 32' 18" E**, for a distance of **118.87 feet** to a point for corner;

THENCE, across said Lot 'B' and said Lot 1, **N 38° 02' 18" E**, for a distance of **158.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

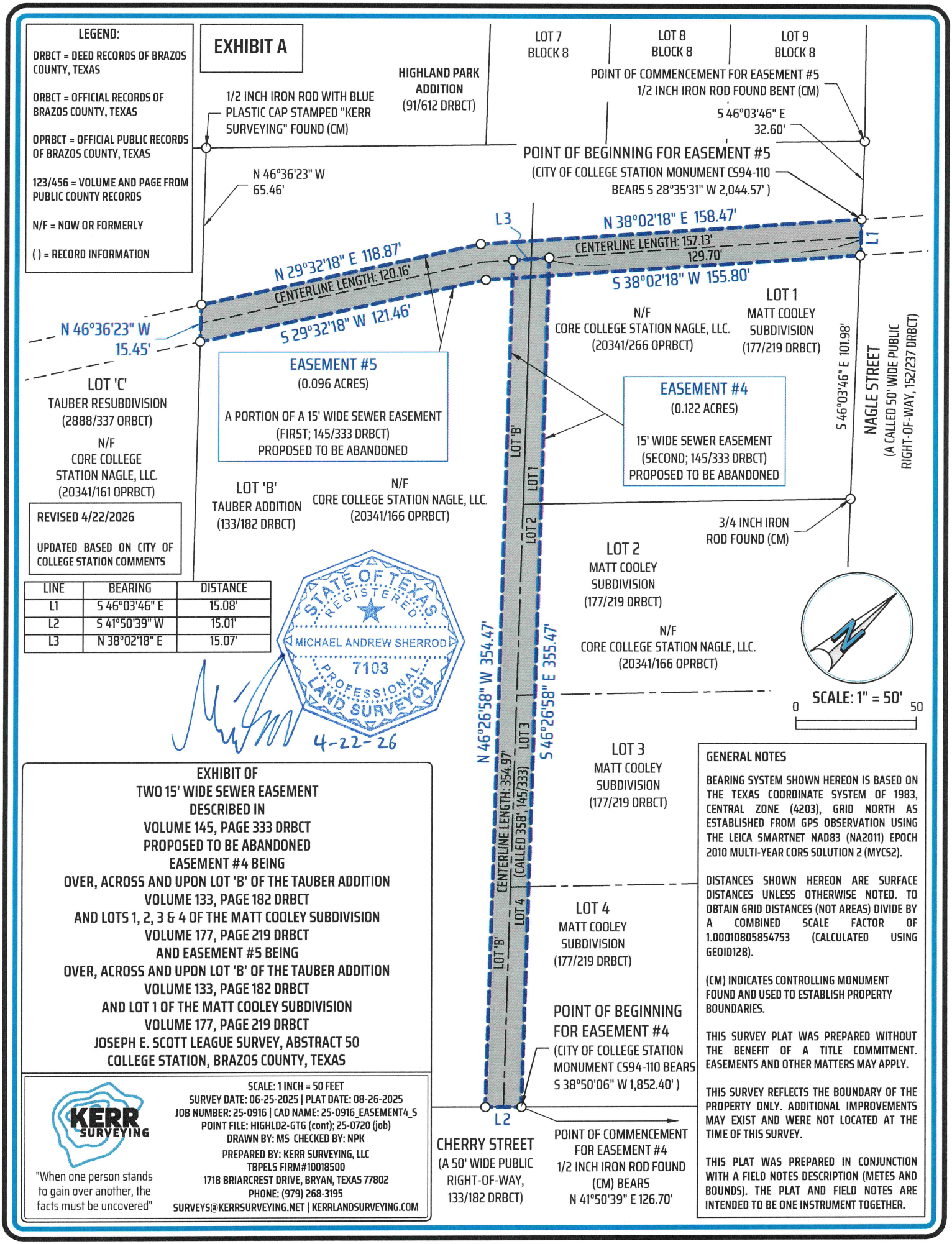


4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



REVISED 4/22/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

LINE	BEARING	DISTANCE
L1	S 46°03'46" E	15.08'
L2	S 41°50'39" W	15.01'
L3	N 38°02'18" E	15.07'

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 10' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT HAVING BEEN DEDICATED PER MATT COOLEY SUBDIVISION PLAT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and said Highland Park Addition, **S 41° 12' 57" W**, for a distance of **126.97 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 26° 50' 04" W, a distance of 1,930.20 feet;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **402.82 feet** to a point for corner in the common line of said Lot 4 and Cherry Street (a 50' wide public right-of-way, 133/182 DRBCT) and being the east corner hereof;

THENCE with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.00 feet** to a point for corner, for the south corner of said Lot 4 and being the east corner of Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT);

THENCE, with the common line of said Lot 'B' and said Matt Cooley Subdivision, **N 46° 26' 58" W**, for a distance of **402.71 feet** to a point for corner in the southeast line of said Highland Park Addition, for the north corner of said Lot 'B' and being the west corner of said Lot 1, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears S 41° 12' 57" W, a distance of 136.71 feet;

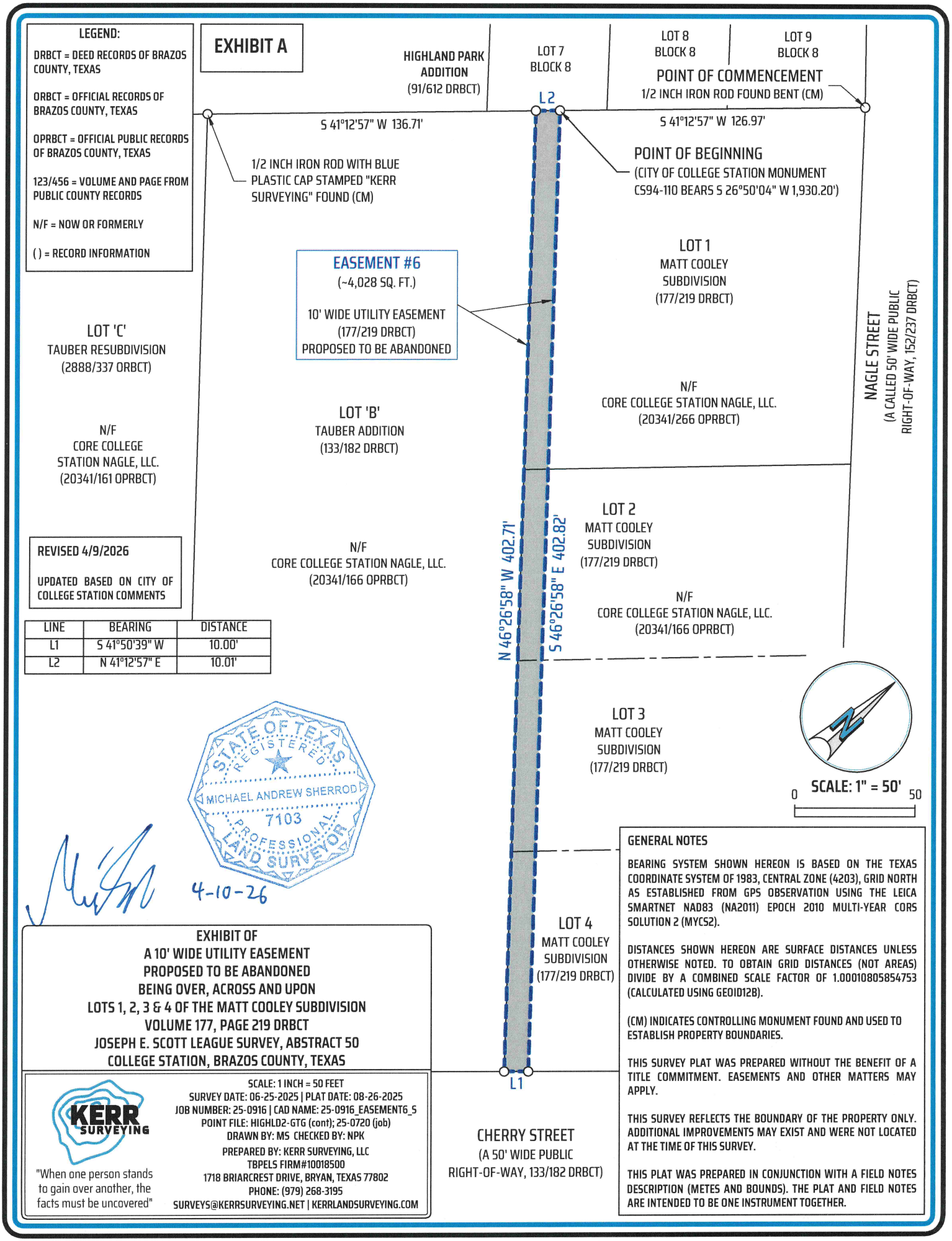
THENCE, with the common line of said Highland Park Addition and said Lot 1, **N 41° 12' 57" E**, for a distance of **10.01 feet** to the **POINT OF BEGINNING** hereof and containing **4,028 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT6_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26
Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.00'
L2	N 41°12'57" E	10.01'

EXHIBIT OF
A 10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON
LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT6_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #7 (0.103 ACRES)**

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, of the Deed Records of Brazos County, Texas; DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT);

THENCE, with the northwest line of Cherry Street, **S 41° 50' 39" W**, for a distance of **396.04 feet** to a point for corner in the common line of said Lot 'C' and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 19' 24" W, a distance of 1,583.49 feet;

THENCE, continuing with the common line of said Lot 'C', said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.00 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street;

THENCE, across said Lot 'D', **N 47° 02' 17" W**, for a distance of **296.44 feet** to a point for corner;

THENCE, across said Lot 'D' and crossing into said Lot 'C', **N 29° 32' 18" E**, for a distance of **15.42 feet** to a point for corner within said Lot 'C';

THENCE, across said Lot 'C', **S 47° 02' 17" E**, for a distance of **299.73 feet** to the **POINT OF BEGINNING** hereof and containing **0.103 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
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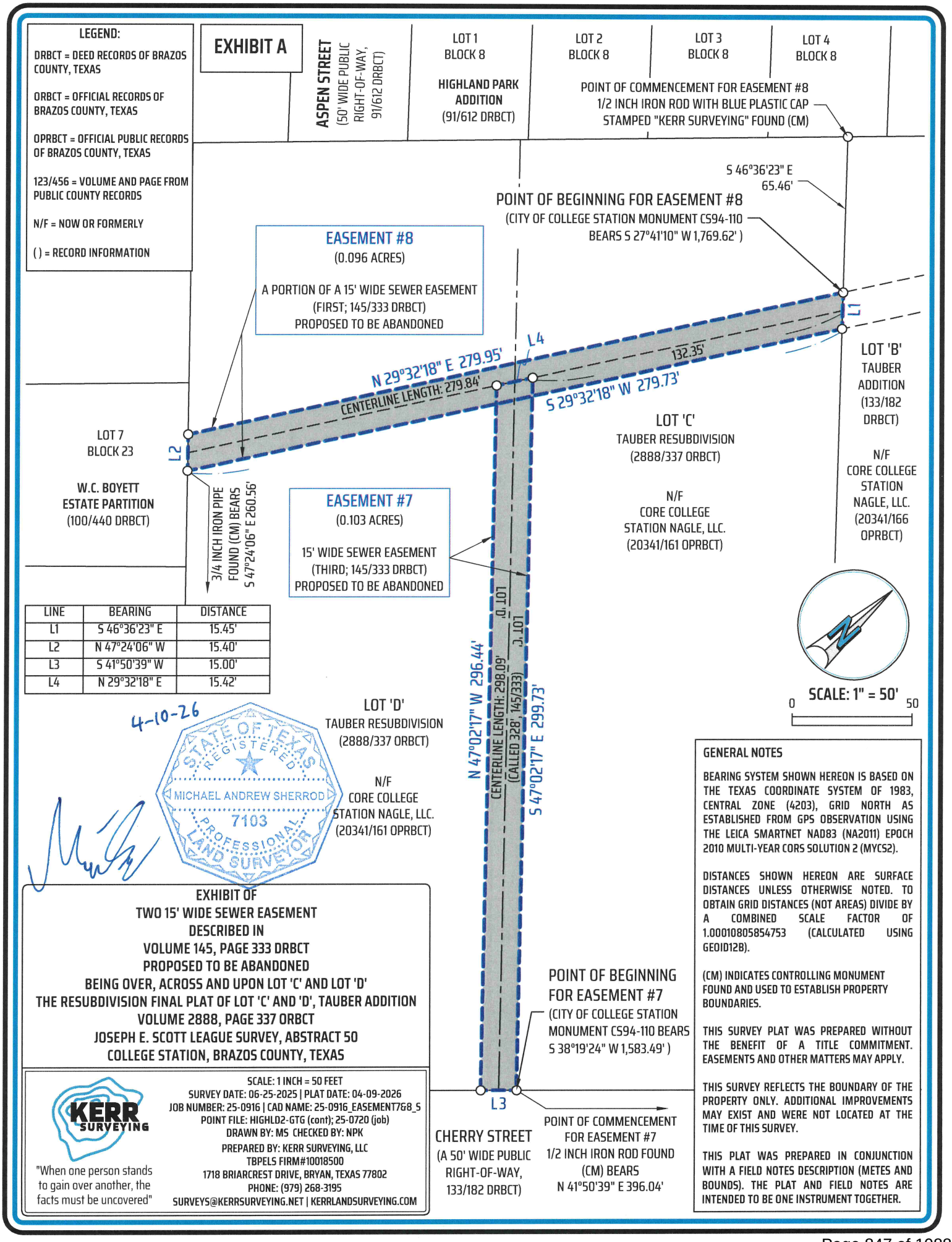

LEGEND:
ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
ASPEN STREET (50' WIDE PUBLIC RIGHT-OF-WAY, 91/612 DRBCT)
LOT 1 BLOCK 8
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 2 BLOCK 8
LOT 3 BLOCK 8
LOT 4 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #8
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
S 46°36'23" E 65.46'
POINT OF BEGINNING FOR EASEMENT #8
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 27°41'10" W 1,769.62')
EASEMENT #8
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 29°32'18" E 279.95'
CENTERLINE LENGTH: 279.84'
L4
132.35'
S 29°32'18" W 279.73'
L1
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 7
BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
L2
3/4 INCH IRON PIPE FOUND (CM) BEARS S 47°24'06" E 260.56'
EASEMENT #7
(0.103 ACRES)
15' WIDE SEWER EASEMENT
(THIRD; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 47°02'17" W 296.44'
CENTERLINE LENGTH: 298.09'
(CALLED 328', 145/333)
.0.101
.0.101
S 47°02'17" E 299.73'
LINE | BEARING | DISTANCE
L1 | S 46°36'23" E | 15.45'
L2 | N 47°24'06" W | 15.40'
L3 | S 41°50'39" W | 15.00'
L4 | N 29°32'18" E | 15.42'
SCALE: 1" = 50'
0
50
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR
LOT 'D'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
POINT OF BEGINNING FOR EASEMENT #7
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°19'24" W 1,583.49')
L3
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #7
1/2 INCH IRON ROD FOUND (CM) BEARS N 41°50'39" E 396.04'
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A **EASEMENT #8 (0.096 ACRES)**

FIELD NOTES DESCRIPTION

OF A PORTION OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with blue plastic cap stamped 'KERR SURVEYING' on the southeast line of Lot 4, Block 8, Highland Park Addition filed in Volume 91, Page 612 of the Deed Records of Brazos County, Texas (DRBCT) marking the northwest common corner of said Lots 'C' and 'D';

THENCE, S 46° 36' 23" E with the common line of said Lots 'C' and 'D' a distance of 65.46 feet to a point for corner in said common line being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 27° 41' 10" W, a distance of 1,769.62 feet;

THENCE, with said common line, **S 46° 36' 23" E,** for a distance of **15.45 feet** to a point for corner in said common line;

THENCE, over, across, and upon said Lots 'C' and 'D', **S 29° 32' 18" W,** for a distance of **279.73 feet** to a point for corner in the northeast line of Lot 7, Block 23, W.C. Boyett Estate Partition filed in Volume 100, Page 440 (DRBCT) and the southwest line of said Lot 'D', from which a 3/4 inch iron pipe found bears S 47° 24' 06" E a distance of 260.56 feet;

THENCE, with said Lot 7, Block 23 and said Lot 'D', **N 47° 24' 06" W,** for a distance of **15.40 feet** to a point for corner;

THENCE, over, across, and upon said Lots 'D' and 'C', **N 29° 32' 18" E,** for a distance of **279.95 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S. Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

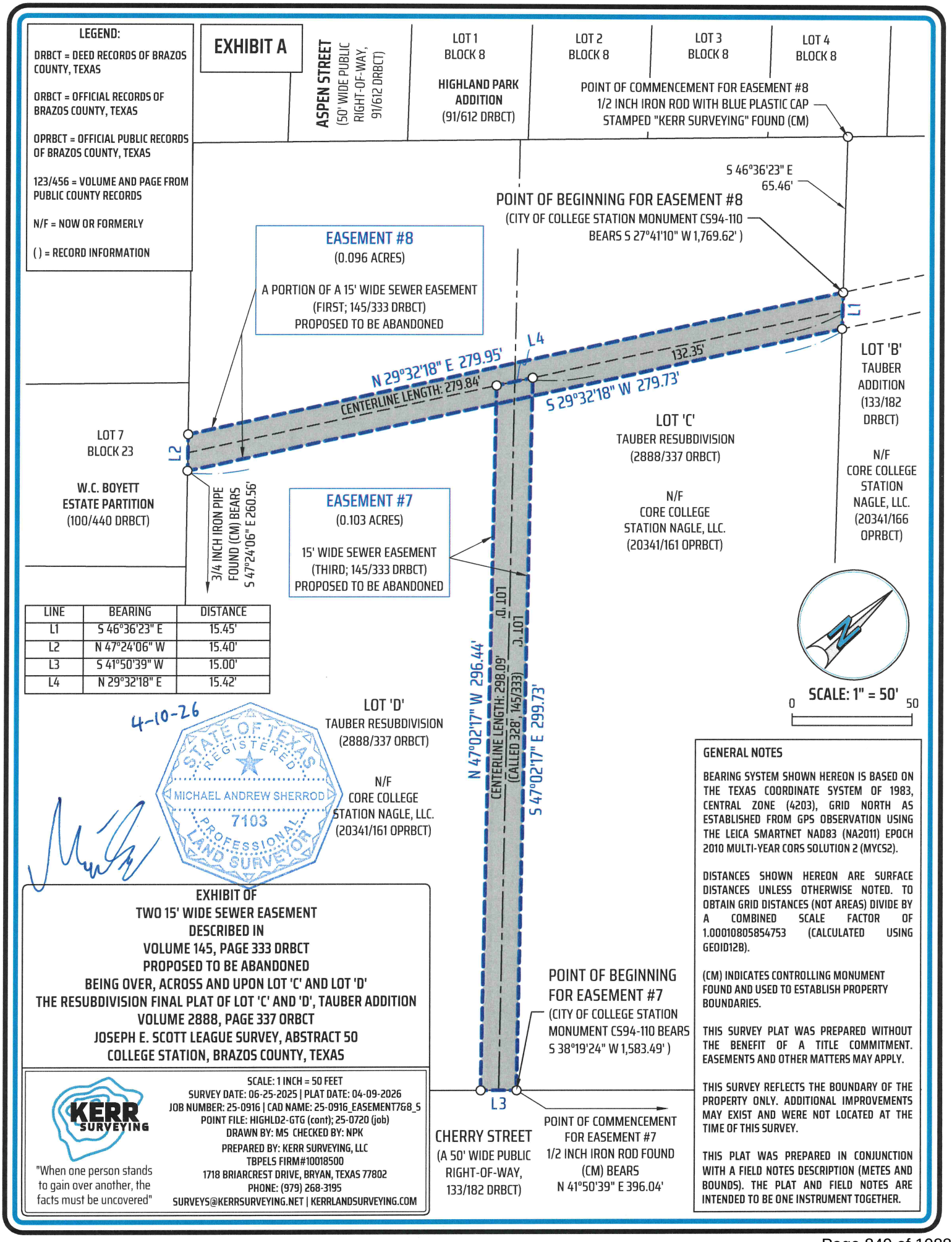

LEGEND:
ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
ASPEN STREET (50' WIDE PUBLIC RIGHT-OF-WAY, 91/612 DRBCT)
LOT 1 BLOCK 8
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 2 BLOCK 8
LOT 3 BLOCK 8
LOT 4 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #8
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
S 46°36'23" E 65.46'
POINT OF BEGINNING FOR EASEMENT #8
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 27°41'10" W 1,769.62')
EASEMENT #8
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 29°32'18" E 279.95'
CENTERLINE LENGTH: 279.84'
L4
132.35'
S 29°32'18" W 279.73'
L1
L2
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 7
BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
3/4 INCH IRON PIPE FOUND (CM) BEARS S 47°24'06" E 260.56'
EASEMENT #7
(0.103 ACRES)
15' WIDE SEWER EASEMENT
(THIRD; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 47°02'17" W 296.44'
CENTERLINE LENGTH: 298.09'
(CALLED 328', 145/333)
.0.101
.0.101
S 47°02'17" E 299.73'
LINE | BEARING | DISTANCE
L1 | S 46°36'23" E | 15.45'
L2 | N 47°24'06" W | 15.40'
L3 | S 41°50'39" W | 15.00'
L4 | N 29°32'18" E | 15.42'
SCALE: 1" = 50'
0
50
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR
LOT 'D'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
POINT OF BEGINNING FOR EASEMENT #7
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°19'24" W 1,583.49')
L3
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #7
1/2 INCH IRON ROD FOUND (CM) BEARS N 41°50'39" E 396.04'
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A

FIELD NOTES DESCRIPTION

OF A

15' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE 15 FOOT UTILITY EASEMENT RECORDED IN VOLUME 3865, PAGE 300 OPRBCT OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the northeast line of said Lot 1 and on the southwest right-of-way of Nagle Street (called 50 foot wide public right-of-way, 152/237 DRBCT) from which the City of College Station monument CS94-110 bears S 29° 39' 14" W a distance of 2,034.57 feet; also from which a 1/2 inch iron rod found bent on said southwest right-of-way marking the north corner of said Lot 1 bears N 46° 03' 46" W a distance of 71.71 feet;

THENCE, with said right-of-way common with said northeast line of Lot 1, **S 46° 03' 46" E a distance of 16.38 feet** to a point from which a 3/4 inch iron rod found bears S 46° 03' 46" E a distance of 61.58 feet;

THENCE, over, across, and upon said Lot 1 for the following three (3) courses and distances:

1) **S 67° 37' 22" W a distance of 81.41 feet** to a point on the southeast line of another 15-foot wide sewer easement (145/333 DRBCT);
2) **N 38° 02' 18" E** with said southeast line of 15-foot wide sewer easement (145/333 DRBCT) **a distance of 30.38 feet;**

3) **N 67° 37' 22" E** a distance of **48.41 feet** to the **POINT OF BEGINNING** hereof and containing **974 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared October 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-1194-S Abandon Esmt.



4/20/26

Michael Andrew Sherrod

Registered Professional Land Surveyor No. 7103

Revised labels per city request 4-2-2026

Revised to add "Exhibit A" per city request 4-20-2026

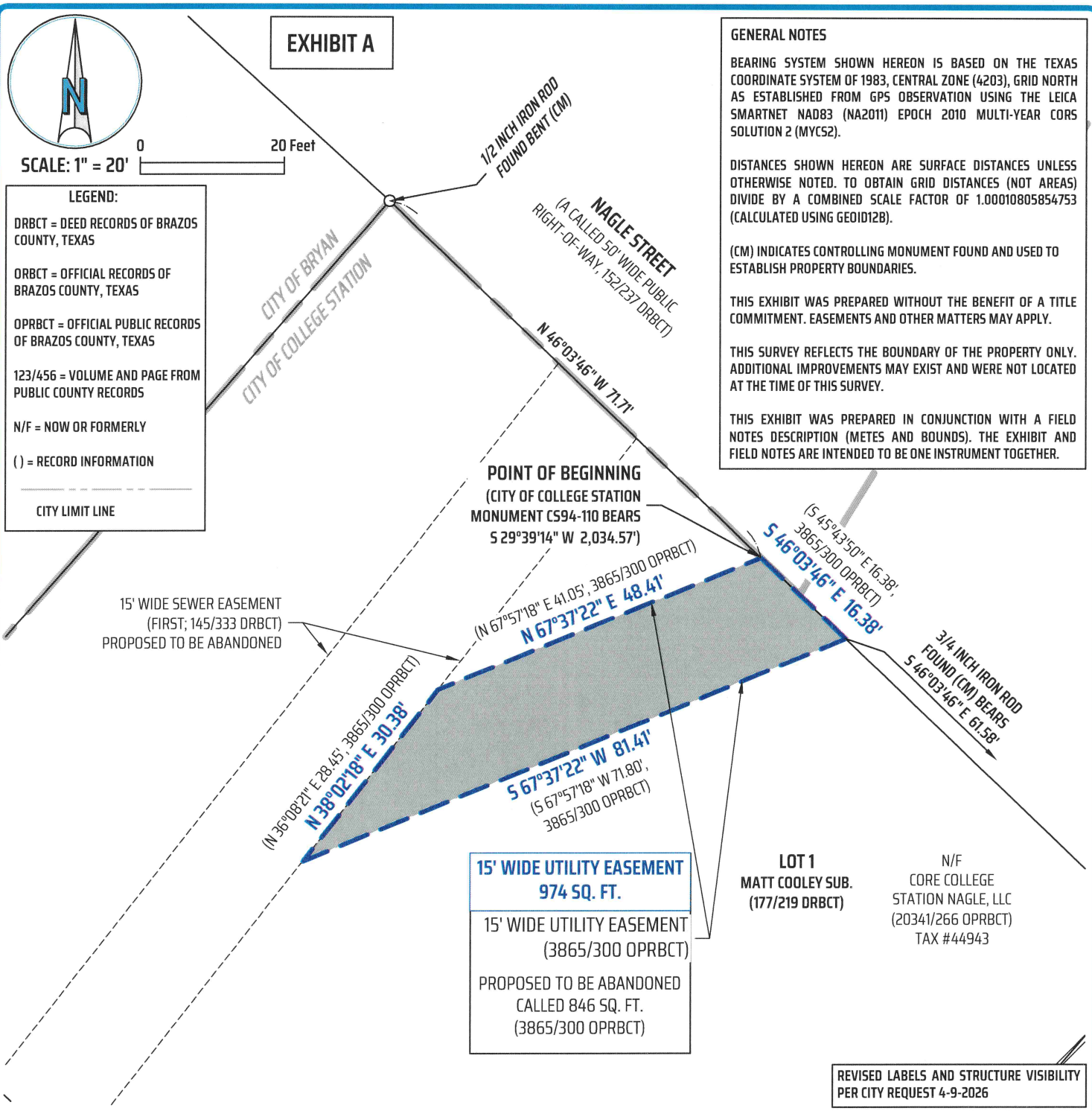
KERR SURVEYING

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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT A



LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

CITY LIMIT LINE

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE EXHIBIT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

REVISED LABELS AND STRUCTURE VISIBILITY PER CITY REQUEST 4-9-2026

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4-10-26

EXHIBIT OF
A 15' WIDE UTILITY EASEMENT DEDICATED IN VOLUME 3865, PAGE 300, OPRBCT, PROPOSED TO BE ABANDONED BEING OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUB. VOLUME 177, PAGE 219, DRBCT JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50 COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
FIELD SURVEY DATE: 06-25-2025 | PLAT DATE: 10-03-2025
JOB NUMBER: 25-1194 | CAD NAME: 25-1194-S Abandon Esmt
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: TJF CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



Core Spaces NG SH - Easement Abandonment Exhibit

College Station, Texas
APRIL 2026

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: Michael R Zwernemann

Title: OSP Engineer

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: Construction Ops Lead

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____ (Eric Armke)

Title: Electrical Engineer

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: GENERAL MANAGER

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *603 Cherry St - ABAN2026-000002*

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter
City Engineer
City of College Station

Brian Binford
Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

William Glenn Gavit
Electric Department
City of College Station

Water Services Department
City of College Station

Emily Fisher
Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Cale Kobza

ADDRESS: 21 Lakeside Lane

Hockley, TX 77447

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.096 ACRE PORTION OF A 15-FOOT-WIDE SEWER EASEMENT, SAID EASEMENT LYING OVER, ACROSS, AND UPON LOT 'B' OF THE TAUBER ADDITION AND LOT 1 OF THE MATT COOLEY SUBDIVISION, ACCORDING TO THE INSTURMENTS RECORDED IN VOLUME 145, PAGE 333 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.096 acre portion of a 15-foot-wide Sewer Easement, said easement lying over, across, and upon Lot 'B' The Tauber Addition and Lots 1, 2, 3, and 4 of the Matt Cooley Subdivision, according to the instruments recorded in Volume 145, Page 333 as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Easement"); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Easement.

3. There is no anticipated future public need or use for the Easement.

4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easements as described in **Exhibit "A"** are abandoned and vacated by the City contingent and effective upon satisfying all of the conditions described in **Exhibit "B"** attached hereto and made a part of this ordinance for all purposes.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

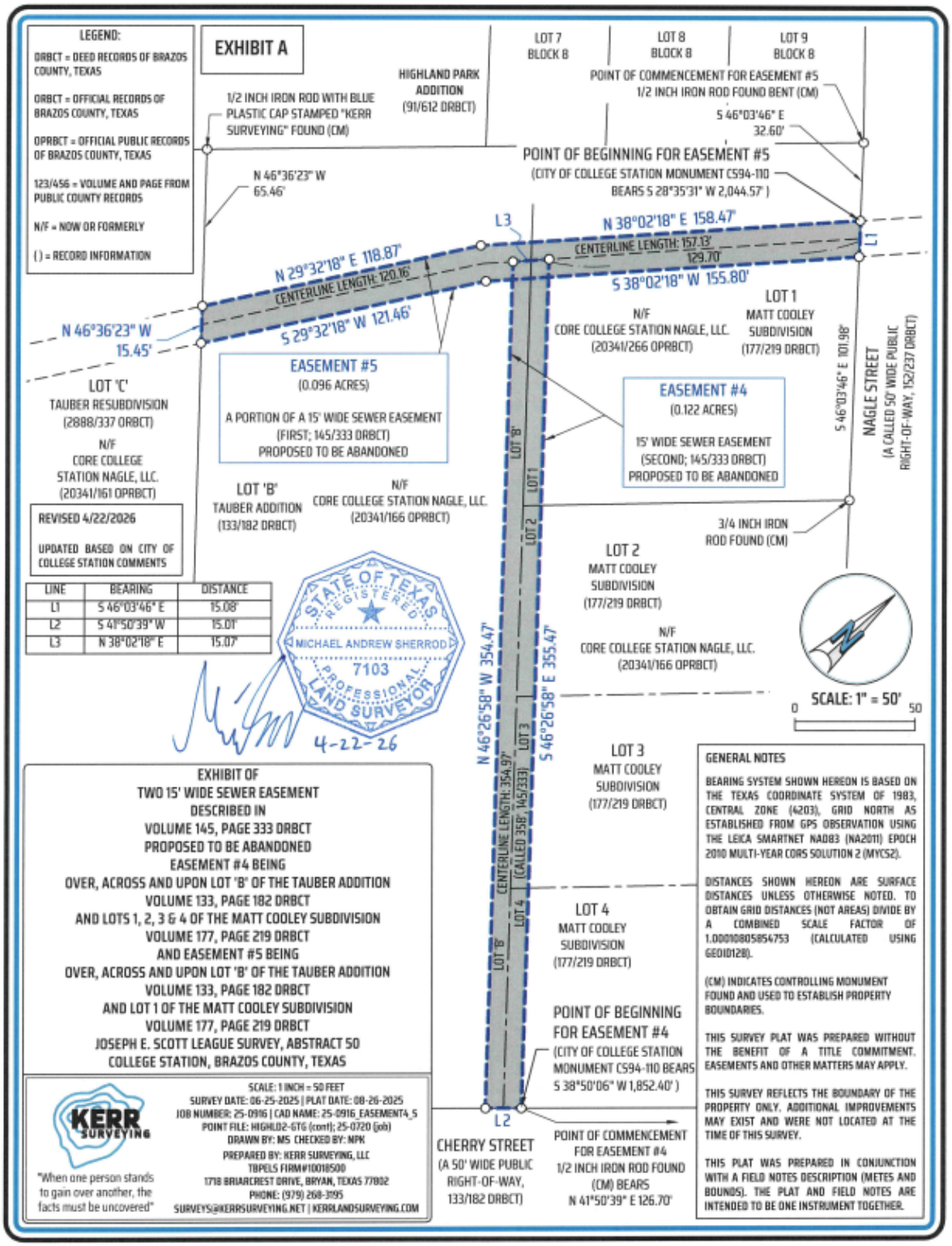

LEGEND:
ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
REVISED 4/22/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
HIGHLAND PARK ADDITION (91/612 ORBCT)
LOT 7 BLOCK B
LOT 8 BLOCK B
LOT 9 BLOCK B
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
POINT OF COMMENCEMENT FOR EASEMENT #5
1/2 INCH IRON ROD FOUND BENT (CM)
S 46°03'46" E 32.60'
POINT OF BEGINNING FOR EASEMENT #5
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 28°35'31" W 2,044.57')
N 46°36'23" W 65.46'
N 38°02'18" E 158.47'
CENTERLINE LENGTH: 157.13'
129.70'
S 38°02'18" W 155.80'
N 29°32'18" E 118.87'
CENTERLINE LENGTH: 120.16'
S 29°32'18" W 121.46'
N 46°36'23" W 15.45'
LOT 1
MATT COOLEY SUBDIVISION
(177/219 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/266 OPRBCT)
S 46°03'46" E 101.98'
NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 ORBCT)
EASEMENT #5
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 ORBCT)
PROPOSED TO BE ABANDONED
EASEMENT #4
(0.122 ACRES)
15' WIDE SEWER EASEMENT
(SECOND; 145/333 ORBCT)
PROPOSED TO BE ABANDONED
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 'B'
TAUBER ADDITION
(133/182 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'B'
LOT 1
LOT 2
LOT 3
LOT 4
3/4 INCH IRON ROD FOUND (CM)
LOT 2
MATT COOLEY SUBDIVISION
(177/219 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N 46°26'58" W 354.47'
S 46°26'58" E 355.47'
CENTERLINE LENGTH: 354.97'
(CALLED 358' 145/333)
SCALE: 1" = 50'
0
50
LOT 3
MATT COOLEY SUBDIVISION
(177/219 ORBCT)
LOT 4
MATT COOLEY SUBDIVISION
(177/219 ORBCT)
POINT OF BEGINNING FOR EASEMENT #4
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°50'06" W 1,852.40')
L2
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #4
1/2 INCH IRON ROD FOUND (CM) BEARS N 41°50'39" E 126.70'
LINE | BEARING | DISTANCE
L1 | S 46°03'46" E | 15.08'
L2 | S 41°50'39" W | 15.01'
L3 | N 38°02'18" E | 15.07'
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
4-22-26
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHL02-GTG (conf); 25-0720 (job)
DRAWN BY: MS CHECKED BY: MPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.000108058547 53 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #5 (0.096 ACRES)**

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT "B" OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, ORBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (ORBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and Nagle Street, **S 46° 03' 46" E**, for a distance of **32.60 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 28° 35' 31" W, a distance of 2,044.57 feet;

THENCE, continuing with the common line of said Lot 1, **S 46° 03' 46" E**, for a distance of **15.08 feet** to a point for corner, from which a 3/4 inch iron rod found bears S 46° 03' 46" E, a distance of 101.98 feet;

THENCE, across said Lot 1 and crossing into said Lot 'B', **S 38° 02' 18" W**, for a distance of **155.80 feet** to a point for corner within said Lot 'B';

THENCE, continuing across said Lot 'B', **S 29° 32' 18" W**, for a distance of **121.46 feet** to a point for corner in the common line of said Lot 'B' and Lot 'C' of the Tauber Resubdivision filed in Volume 2888, Page 337 of the Official Records of Brazos County, Texas (ORBCT);

THENCE, with the common line of said Lot 'B' and said Lot 'C', **N 46° 36' 23" W**, for a distance of **15.45 feet** to a point for corner, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears N 46° 36' 23" W, a distance of 65.46 feet;

THENCE, across said Lot 'B', **N 29° 32' 18" E**, for a distance of **118.87 feet** to a point for corner;

EASEMENT #5 (0.096 ACRES)

THENCE, across said Lot 'B' and said Lot 1, **N 38° 02' 18" E**, for a distance of **158.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

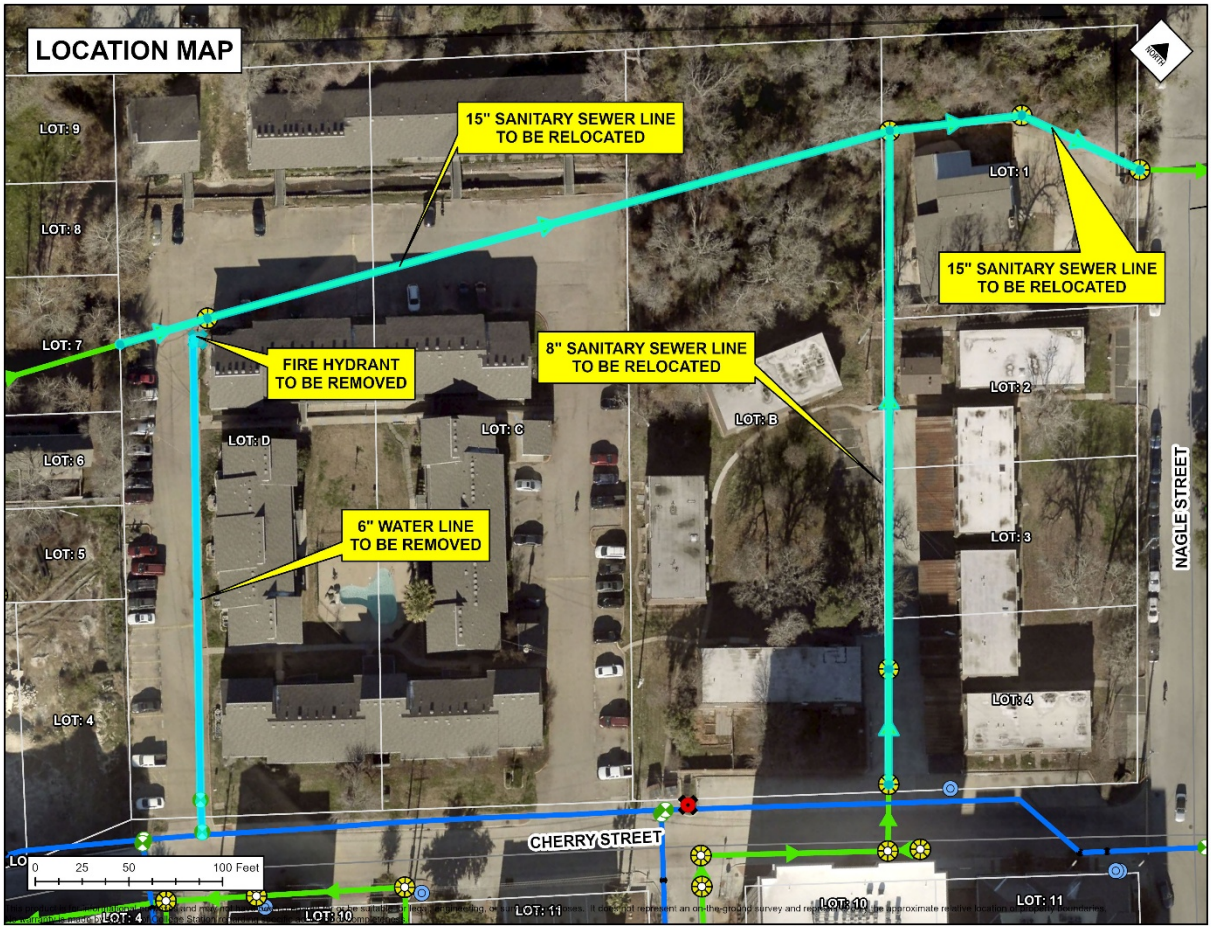
Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Exhibit B

That all of the following conditions must be satisfied before the abandonment becomes effective:

1. Relocation of 15" Sanitary Sewer Line that lies within the 15' wide Sewer Easement (145/33), the 20' wide Utility Easement (2888/337) and the 15' wide Sewer Easement (3865/300); and
2. Relocation of the 8" Sanitary Sewer Line that lies within the 10' wide Utility Easement (177/219) and within the 15' wide Sewer Easement (145/33); and
3. Removal of the 8" Water Line and Fire Hydrant Assembly that lies within the 10' wide Utility Easement (2888/337); and
4. Acceptance of the relocated 15" and 8" Sanitary Sewer Lines evidenced by filing of the Letter of Completion in the official public records for real property of the Brazos County Clerk against the Right-of-Way or the property on which the Right-of-Way is located.



May 18, 2026
Item No. 9.6.
Sewer Easement Abandonment - 603 Cherry St

Sponsor: Lindsey Pressler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.096 acre portion of a 15-foot-wide Sewer Easement, said easement portion lying over, across, and upon Lot 'C' and Lot 'D' of The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, generally located at 603 Cherry St, according to the instruments recorded in Volume 145, Page 333 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary: The abandonment of the utility easement is being requested by the applicant in order to build an apartment complex over existing easements on the site. The proposed layout necessitates relocating the easements and utility lines along Cherry St, Nagle St, and the northern lot lines of the The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, the Tauber Addition, and the Matt Cooley Subdivision.

The utility easement is located approximately four hundred and forty (440) feet west of the intersection of Cherry St and Nagle St.

Budget & Financial Summary: N/A

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

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

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ■ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ■ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ■ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ■ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- N/A For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ■ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

20' WIDE UTILITY EASEMENT - A (2888/337 ORBCT) ITEM 10d, 10' WIDE UTILITY EASEMENT - B (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - C (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - D (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - E (2888/337 ORBCT) ITEM 10d, 15' WIDE SEWER EASEMENT (145/33 DRBCT) ITEM 10g, 10' WIDE UTILITY EASEMENT (177/219 DRBCT) ITEM 10e

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Preston Jacks, P.E. E-mail preston.jacks@kimley-horn.com

Street Address 614 Holleman Drive E, Suite 1100

City College Station State TX Zip Code 77840

Phone Number 979-446-0780 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Core College Station Nagle, LLC E-mail _ Street Address: _____

1400 N Kingsbury, 3rd Floor City

Chicago State IL Zip Code 60642

Phone Number 8476449302 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

2/13/2026
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name Aggie Villas LLC E-mail _____

Street Address 12418 Boheme Dr

City Houston State TX Zip Code 77024

Reason consent was not obtained:
See below.

If objecting, points of objection:

Applicant / Developer has made several good faith attempts to communicate with the neighbor to discuss this form and City requirement. The neighbor has repeatedly refused to reasonably engage and discuss this form and the City's requirement related to the easement abandonment. As a result, the Applicant / Developer has not received a signature from the neighbor, and furthermore does not expect to receive a signature despite good faith efforts being made to obtain it.

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:
_____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:
_____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The easements proposed for abandonment are all on our site. None of the adjacent properties access public roadways through our site.

8. That there is no current public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

10. That all public utilities have access to serve current and future customers because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

11. Such public right-of-way/easement has been and is being used as follows:

The easements are currently used to contain existing utilities. These existing utilities will be abandoned and rerouted for the proposed development.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Chief Development Officer — Signature and title

2/13/2026 — Date

STATE OF ~~TEXAS~~ Illinois §
§ ACKNOWLEDGEMENT
COUTY OF ~~BRAZOS~~ Cook §

Subscribed and sworn to before me, a Notary Public, this 13th day of February, 2026 by Chad Mates.

Notary Public in and for the State of Illinois

Official Seal
MADELAINE RAUSCH FLANAGAN
Notary Public, State of Illinois
Commission No. 1015025
My Commission Expires August 7, 2029

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A **EASEMENT #1 (0.261 ACRES)**

FIELD NOTES DESCRIPTION

OF

TWO 20' WIDE UTILITY EASEMENTS

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF TWO 20' WIDE UTILITY EASEMENTS PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'D' AND 'E' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch iron pipe found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the east corner of W.C. Boyett Estate Partition, filed in Volume 100, Page 440 (DRBCT) and being the south corner of said Lot 'D', from which a 1/2 inch iron rod with a yellow plastic cap stamped "STRONG RPLS 4961" found bears S 57° 23' 16" E, a distance of 5.10 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **N 41° 50' 39" E**, for a distance of **26.26 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 02' 48" W, a distance of 1,468.20 feet;

THENCE, across said Lot 'D', for the following three (3) courses and distances:

1) **N 53° 28' 46" W**, for a distance of **200.78 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **42.85 feet** to a point for corner;
3) **S 27° 36' 51" W**, for a distance of **5.18 feet** to a point for corner in the common line of said W.C. Boyett Estate Partition and said Lot 'D';

THENCE, with the common line of said W.C. Boyett Estate Partition and said Lot 'D', **N 47° 24' 06" W**, for a distance of **20.70 feet** to a point for corner;

THENCE, across said Lot 'D' for the following four (4) courses and distances:

1) **N 27° 36' 51" E**, for a distance of **5.18 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **43.58 feet** to a point for corner;
3) **N 42° 35' 54" E**, for a distance of **20.00 feet** to a point for corner;
4) **S 47° 24' 06" E**, for a distance of **38.23 feet** to a point for corner;

THENCE, continuing across said Lot 'D', **N 27° 36' 51" E**, and passing at a distance of 115.07 feet the common line of said Lot 'D' and said Lot 'C' and continuing across said Lot 'C' for a total distance of **256.37 feet** to a point for corner in the common line of said Lot 'C' and Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **20.78 feet** to a point for corner;

THENCE, across said Lot 'C', **S 27° 36' 51" W**, and passing at a distance of 141.14 feet the common line of said Lot 'C' and said Lot 'D' and continuing across said Lot 'D' for a total distance of **256.07 feet** to a point for corner;

THENCE, continuing across said Lot 'D' for the following two (2) courses and distances:

1) **S 47° 24' 06" E**, for a distance of **47.15 feet** to a point for corner;
2) **S 53° 28' 46" E**, for a distance of **201.58 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street, from which a 3/8 inch square iron rod found bears N 41° 50' 39" E, a distance of 221.72 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.09 feet** to the **POINT OF BEGINNING** hereof and containing **0.261 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT1_S.
Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING

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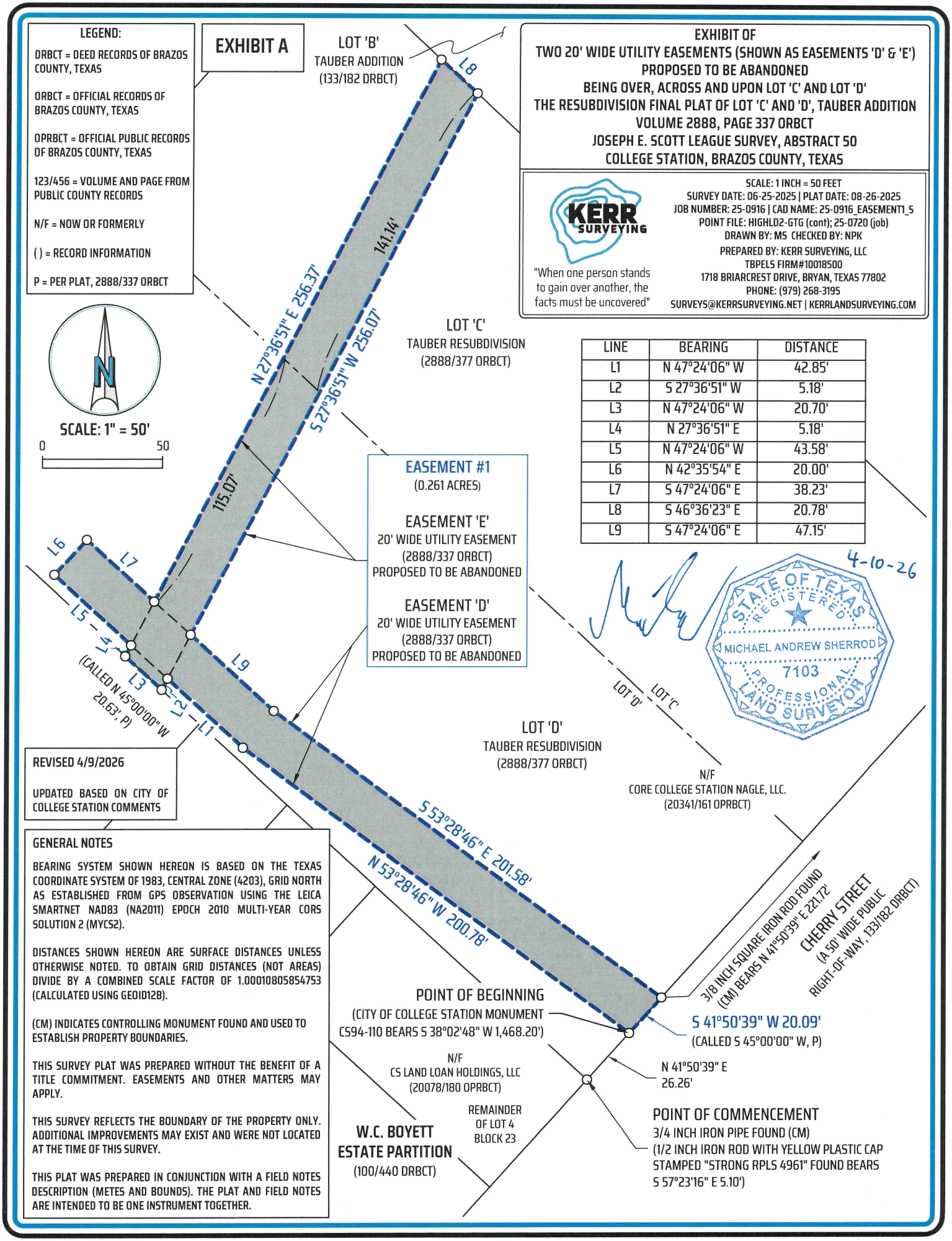

LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
P = PER PLAT, 2888/337 ORBCT
EXHIBIT A
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'D' & 'E')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT1_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
N
SCALE: 1" = 50'
0
50
L8
141.14'
N 27°36'51" E 256.37'
S 27°36'51" W 256.07'
115.07'
LOT 'C'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
LINE | BEARING | DISTANCE
L1 | N 47°24'06" W | 42.85'
L2 | S 27°36'51" W | 5.18'
L3 | N 47°24'06" W | 20.70'
L4 | N 27°36'51" E | 5.18'
L5 | N 47°24'06" W | 43.58'
L6 | N 42°35'54" E | 20.00'
L7 | S 47°24'06" E | 38.23'
L8 | S 46°36'23" E | 20.78'
L9 | S 47°24'06" E | 47.15'
EASEMENT #1
(0.261 ACRES)
EASEMENT 'E'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
EASEMENT 'D'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
L6
L7
L5
L4
L3
L2
L1
L9
(CALLED N 45°00'00" W 20.63', P)
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
LOT 'D'
LOT 'C'
LOT 'D'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
S 53°28'46" E 201.58'
N 53°28'46" W 200.78'
3/8 INCH SQUARE IRON ROD FOUND
(CM) BEARS N 41°50'39" E 221.72'
CHERRY STREET
(A 50' WIDE PUBLIC
RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT
CS94-110 BEARS S 38°02'48" W 1,468.20')
S 41°50'39" W 20.09'
(CALLED S 45°00'00" W, P)
N 41°50'39" E
26.26'
POINT OF COMMENCEMENT
3/4 INCH IRON PIPE FOUND (CM)
(1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP
STAMPED "STRONG RPLS 4961" FOUND BEARS
S 57°23'16" E 5.10')
N/F
CS LAND LOAN HOLDINGS, LLC
(20078/180 OPRBCT)
REMAINDER
OF LOT 4
BLOCK 23
W.C. BOYETT
ESTATE PARTITION
(100/440 DRBCT)
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #2 (~301.5 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENT 'C' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C';

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **110.03 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 21' 33" W, a distance of 1,599.71 feet;

THENCE, continuing with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.00 feet** to a point for corner , from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 138.04 feet;

THENCE, across said Lot 'C', for the following three (3) courses and distances:

1) **N 48° 11' 07" W**, for a distance of **15.07 feet** to a point for corner;
2) **N 41° 48' 53" E**, for a distance of **20.00 feet** to a point for corner;
3) **S 48° 11' 07" E**, for a distance of **15.08 feet** to the **POINT OF BEGINNING** hereof and containing **301.5 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.

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LEGEND:

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ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

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N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C') AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B') PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #3 (~2,110 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'A' AND 'B' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C', from which the City of College Station Monument CS94-110 bears S 38° 35' 00" W, a distance of 1,709.56 feet;

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.06 feet** to a point for corner, from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 258.01 feet;

THENCE, across said Lot 'C' for the following four (4) courses and distances:

1) **N 46° 35' 53" W**, for a distance of **70.91 feet** to a point for corner;
2) **S 43° 24' 07" W**, for a distance of **59.86 feet** to a point for corner;
3) **N 46° 35' 53" W**, for a distance of **20.00 feet** to a point for corner;
4) **N 43° 24' 07" E**, for a distance of **69.91 feet** to a point for corner in the common line of said Lot 'B' and said Lot 'C' and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **90.64 feet** to the **POINT OF BEGINNING** hereof and containing **2,110 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

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EXHIBIT A

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C') AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B') PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
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JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #4 (0.122 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT), for the east corner of said Lot 4;

THENCE, with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **126.70 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 50' 06" W, a distance of 1,852.40 feet;

THENCE, continuing with the common line of said Lot 4, said Lot 'B' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.01 feet** to a point for corner in the common line of said Lot 'B' and Cherry Street;

THENCE, across said Lot 'B', **N 46° 26' 58" W**, for a distance of **354.47 feet** to a point for corner;

THENCE, across said Lot 'B' and crossing into said Lot 1, **N 38° 02' 18" E**, for a distance of **15.07 feet** to a point for corner within said Lot 1;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **355.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.122 acres**, more or less.

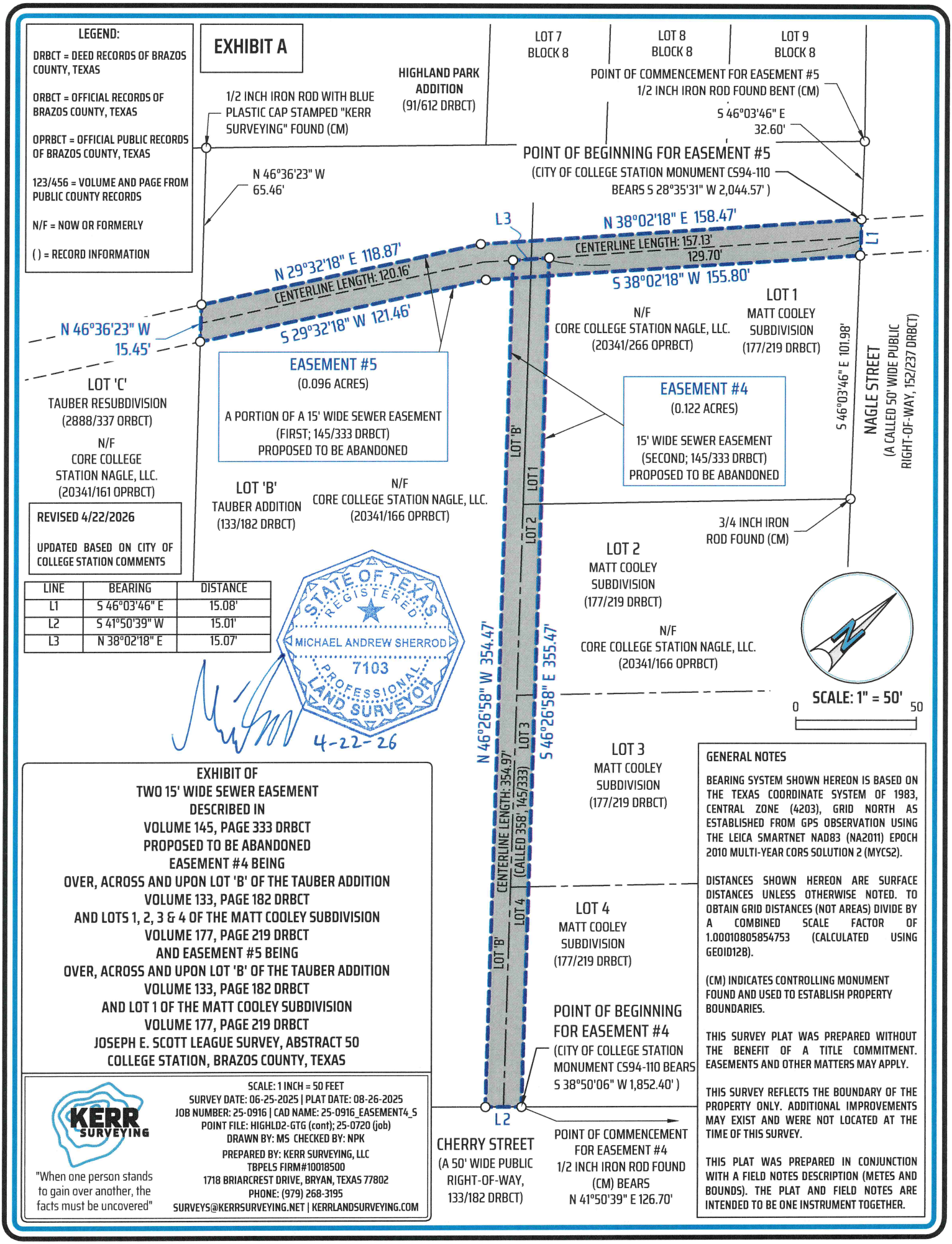
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
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ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 7 BLOCK 8
LOT 8 BLOCK 8
LOT 9 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #5
1/2 INCH IRON ROD FOUND BENT (CM)
S 46°03'46" E 32.60'
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
POINT OF BEGINNING FOR EASEMENT #5
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 28°35'31" W 2,044.57')
N 46°36'23" W 65.46'
N 38°02'18" E 158.47'
CENTERLINE LENGTH: 157.13'
129.70'
L1
L3
N 29°32'18" E 118.87'
CENTERLINE LENGTH: 120.16'
S 38°02'18" W 155.80'
S 29°32'18" W 121.46'
N 46°36'23" W 15.45'
LOT 1
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/266 OPRBCT)
S 46°03'46" E 101.98'
NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)
EASEMENT #5
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
EASEMENT #4
(0.122 ACRES)
15' WIDE SEWER EASEMENT
(SECOND; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'B'
LOT 1
LOT 2
LOT 3
LOT 4
3/4 INCH IRON ROD FOUND (CM)
LOT 2
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N 46°26'58" W 354.47'
S 46°26'58" E 355.47'
CENTERLINE LENGTH: 354.97'
(CALLED 358', 145/333)
LOT 3
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
LOT 4
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
POINT OF BEGINNING FOR EASEMENT #4
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°50'06" W 1,852.40')
L2
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #4
1/2 INCH IRON ROD FOUND (CM) BEARS N 41°50'39" E 126.70'
SCALE: 1" = 50'
0
50
REVISED 4/22/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
LINE | BEARING | DISTANCE
L1 | S 46°03'46" E | 15.08'
L2 | S 41°50'39" W | 15.01'
L3 | N 38°02'18" E | 15.07'
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
4-22-26
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
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KERR SURVEYING
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POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
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PHONE: (979) 268-3195
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KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and Nagle Street, **S 46° 03' 46" E**, for a distance of **32.60 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 28° 35' 31" W, a distance of 2,044.57 feet;

THENCE, continuing with the common line of said Lot 1, **S 46° 03' 46" E**, for a distance of **15.08 feet** to a point for corner, from which a 3/4 inch iron rod found bears S 46° 03' 46" E, a distance of 101.98 feet;

THENCE, across said Lot 1 and crossing into said Lot 'B', **S 38° 02' 18" W**, for a distance of **155.80 feet** to a point for corner within said Lot 'B';

THENCE, continuing across said Lot 'B', **S 29° 32' 18" W**, for a distance of **121.46 feet** to a point for corner in the common line of said Lot 'B' and Lot 'C' of the Tauber Resubdivision filed in Volume 2888, Page 337 of the Official Records of Brazos County, Texas (ORBCT);

THENCE, with the common line of said Lot 'B' and said Lot 'C', **N 46° 36' 23" W**, for a distance of **15.45 feet** to a point for corner, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears N 46° 36' 23" W, a distance of 65.46 feet;

THENCE, across said Lot 'B', **N 29° 32' 18" E**, for a distance of **118.87 feet** to a point for corner;

THENCE, across said Lot 'B' and said Lot 1, **N 38° 02' 18" E**, for a distance of **158.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

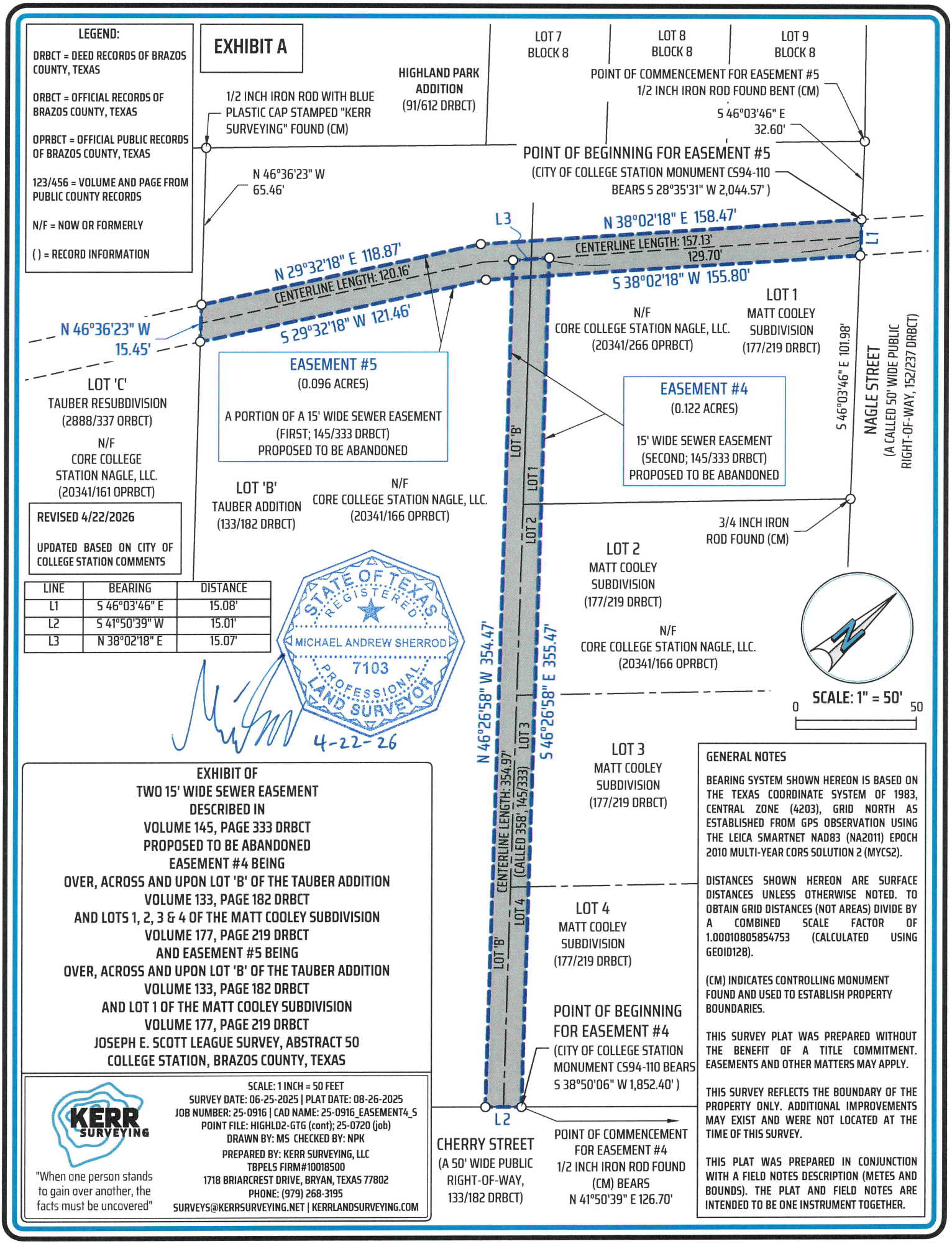


4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



REVISED 4/22/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

LINE	BEARING	DISTANCE
L1	S 46°03'46" E	15.08'
L2	S 41°50'39" W	15.01'
L3	N 38°02'18" E	15.07'

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR

4-22-26

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 10' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT HAVING BEEN DEDICATED PER MATT COOLEY SUBDIVISION PLAT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and said Highland Park Addition, **S 41° 12' 57" W**, for a distance of **126.97 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 26° 50' 04" W, a distance of 1,930.20 feet;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **402.82 feet** to a point for corner in the common line of said Lot 4 and Cherry Street (a 50' wide public right-of-way, 133/182 DRBCT) and being the east corner hereof;

THENCE with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.00 feet** to a point for corner, for the south corner of said Lot 4 and being the east corner of Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT);

THENCE, with the common line of said Lot 'B' and said Matt Cooley Subdivision, **N 46° 26' 58" W**, for a distance of **402.71 feet** to a point for corner in the southeast line of said Highland Park Addition, for the north corner of said Lot 'B' and being the west corner of said Lot 1, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears S 41° 12' 57" W, a distance of 136.71 feet;

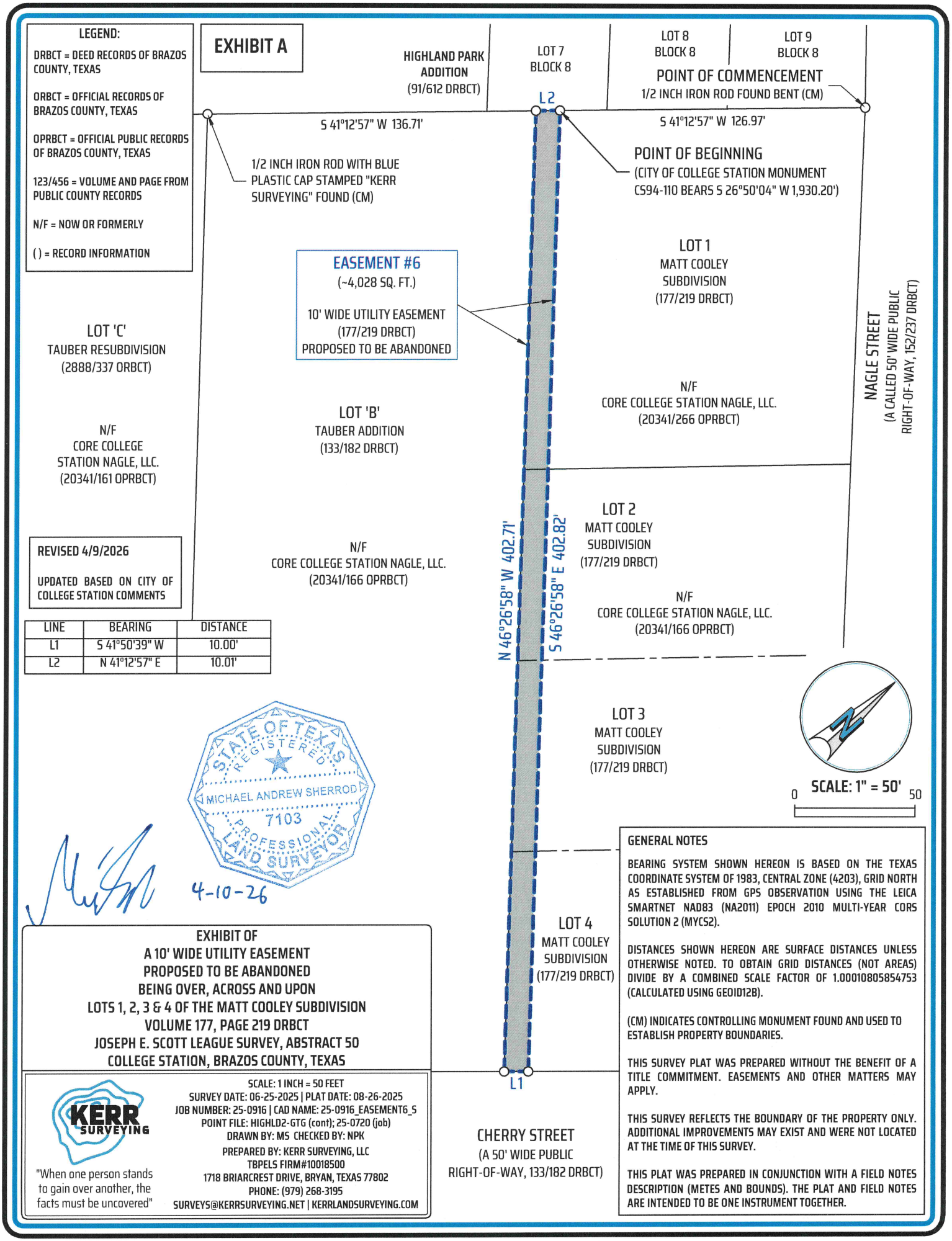
THENCE, with the common line of said Highland Park Addition and said Lot 1, **N 41° 12' 57" E**, for a distance of **10.01 feet** to the **POINT OF BEGINNING** hereof and containing **4,028 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT6_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26
Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
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Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.00'
L2	N 41°12'57" E	10.01'

EXHIBIT A **EASEMENT #7 (0.103 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, of the Deed Records of Brazos County, Texas; DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT);

THENCE, with the northwest line of Cherry Street, **S 41° 50' 39" W**, for a distance of **396.04 feet** to a point for corner in the common line of said Lot 'C' and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 19' 24" W, a distance of 1,583.49 feet;

THENCE, continuing with the common line of said Lot 'C', said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.00 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street;

THENCE, across said Lot 'D', **N 47° 02' 17" W**, for a distance of **296.44 feet** to a point for corner;

THENCE, across said Lot 'D' and crossing into said Lot 'C', **N 29° 32' 18" E**, for a distance of **15.42 feet** to a point for corner within said Lot 'C';

THENCE, across said Lot 'C', **S 47° 02' 17" E**, for a distance of **299.73 feet** to the **POINT OF BEGINNING** hereof and containing **0.103 acres**, more or less.

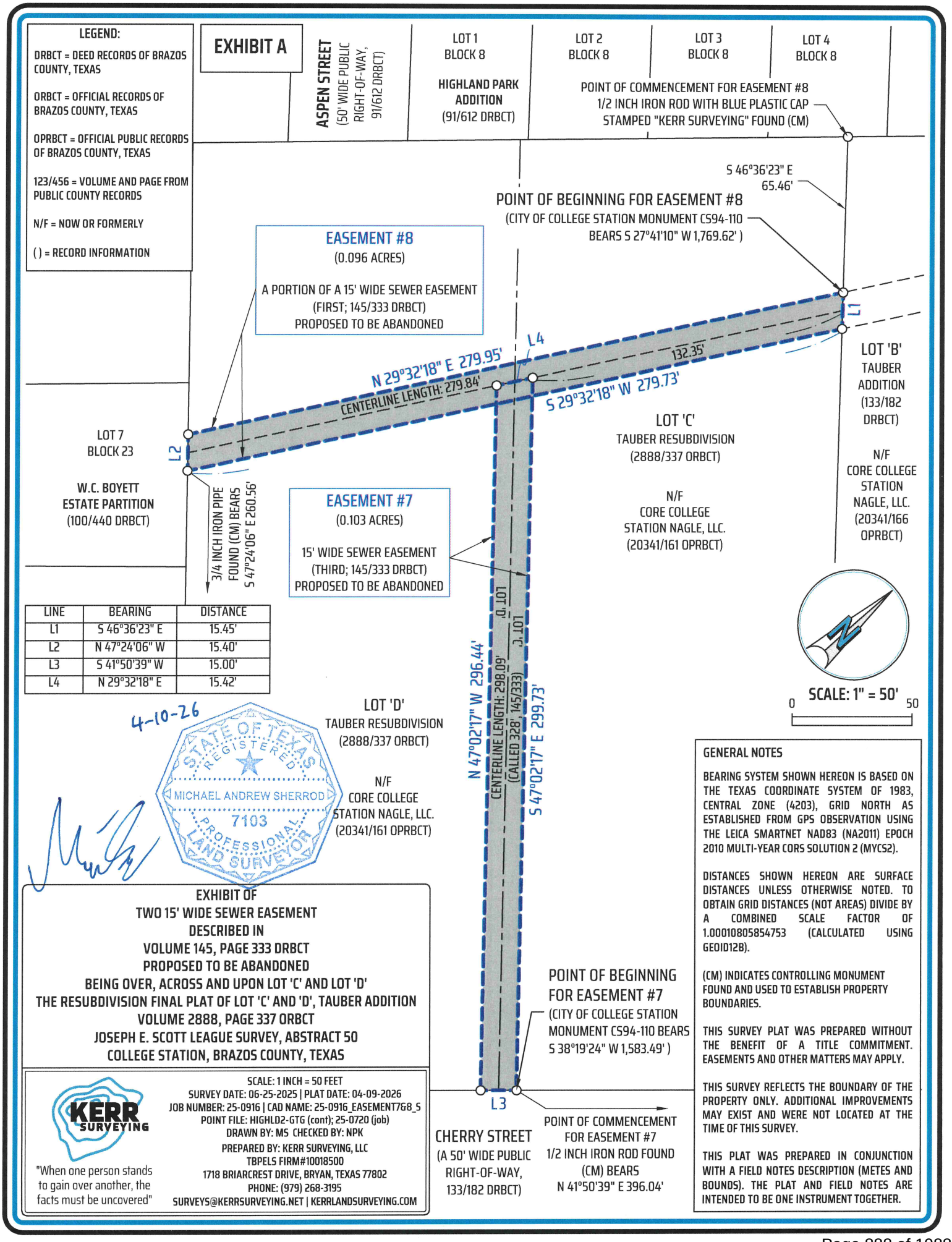
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 46°36'23" E	15.45'
L2	N 47°24'06" W	15.40'
L3	S 41°50'39" W	15.00'
L4	N 29°32'18" E	15.42'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A **EASEMENT #8 (0.096 ACRES)**

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A PORTION OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with blue plastic cap stamped 'KERR SURVEYING' on the southeast line of Lot 4, Block 8, Highland Park Addition filed in Volume 91, Page 612 of the Deed Records of Brazos County, Texas (DRBCT) marking the northwest common corner of said Lots 'C' and 'D';

THENCE, S 46° 36' 23" E with the common line of said Lots 'C' and 'D' a distance of 65.46 feet to a point for corner in said common line being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 27° 41' 10" W, a distance of 1,769.62 feet;

THENCE, with said common line, **S 46° 36' 23" E,** for a distance of **15.45 feet** to a point for corner in said common line;

THENCE, over, across, and upon said Lots 'C' and 'D', **S 29° 32' 18" W,** for a distance of **279.73 feet** to a point for corner in the northeast line of Lot 7, Block 23, W.C. Boyett Estate Partition filed in Volume 100, Page 440 (DRBCT) and the southwest line of said Lot 'D', from which a 3/4 inch iron pipe found bears S 47° 24' 06" E a distance of 260.56 feet;

THENCE, with said Lot 7, Block 23 and said Lot 'D', **N 47° 24' 06" W,** for a distance of **15.40 feet** to a point for corner;

THENCE, over, across, and upon said Lots 'D' and 'C', **N 29° 32' 18" E,** for a distance of **279.95 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S. Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
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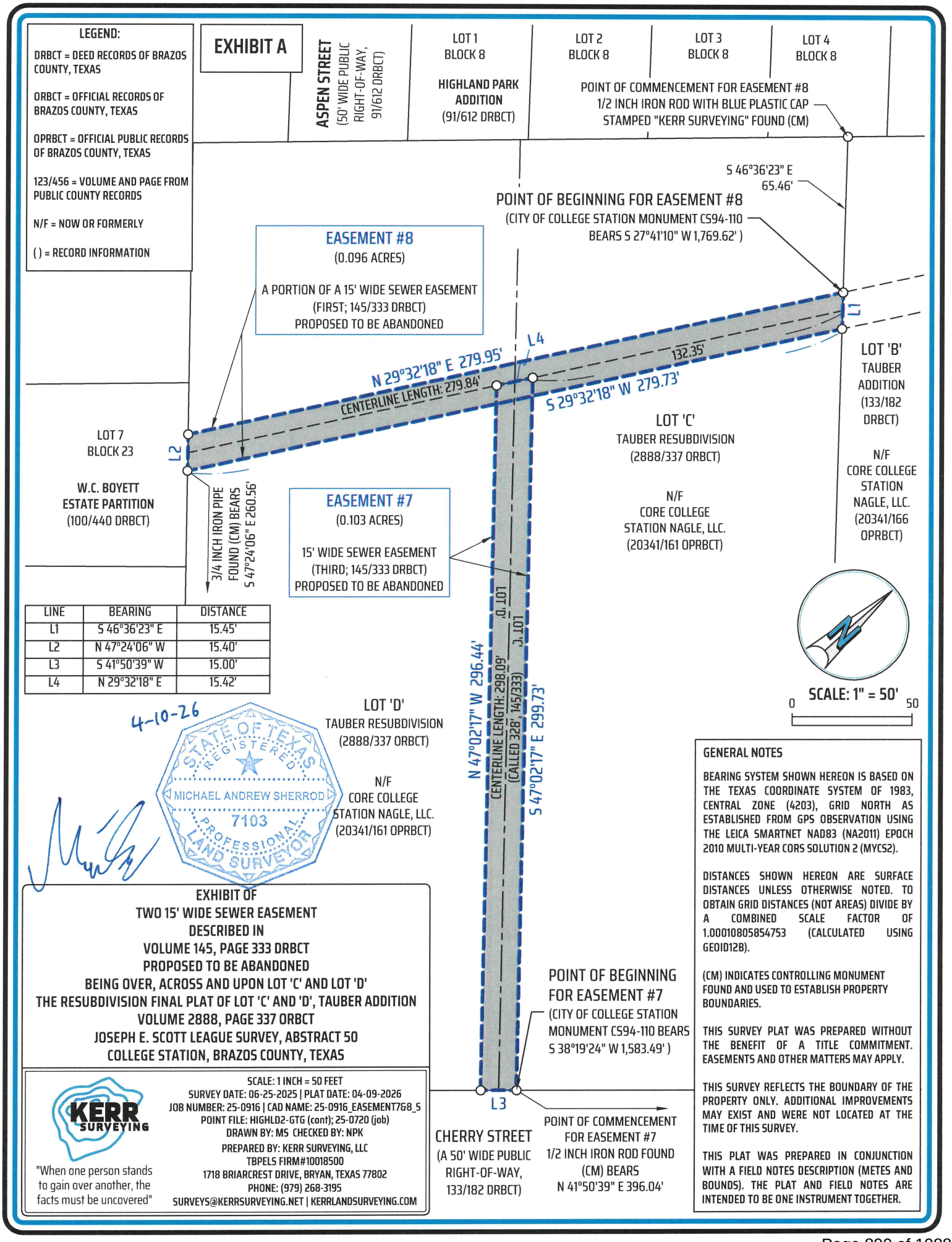

LEGEND:
ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
ASPEN STREET (50' WIDE PUBLIC RIGHT-OF-WAY, 91/612 DRBCT)
LOT 1 BLOCK 8
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 2 BLOCK 8
LOT 3 BLOCK 8
LOT 4 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #8
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
S 46°36'23" E 65.46'
POINT OF BEGINNING FOR EASEMENT #8
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 27°41'10" W 1,769.62')
EASEMENT #8
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 29°32'18" E 279.95'
CENTERLINE LENGTH: 279.84'
L4
132.35'
S 29°32'18" W 279.73'
L1
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 7
BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
L2
3/4 INCH IRON PIPE FOUND (CM) BEARS S 47°24'06" E 260.56'
EASEMENT #7
(0.103 ACRES)
15' WIDE SEWER EASEMENT
(THIRD; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 47°02'17" W 296.44'
CENTERLINE LENGTH: 298.09'
(CALLED 328', 145/333)
.0.101
.0.101
S 47°02'17" E 299.73'
LINE | BEARING | DISTANCE
L1 | S 46°36'23" E | 15.45'
L2 | N 47°24'06" W | 15.40'
L3 | S 41°50'39" W | 15.00'
L4 | N 29°32'18" E | 15.42'
SCALE: 1" = 50'
0
50
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR
LOT 'D'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
POINT OF BEGINNING FOR EASEMENT #7
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°19'24" W 1,583.49')
L3
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #7
1/2 INCH IRON ROD FOUND (CM) BEARS N 41°50'39" E 396.04'
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
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1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A

FIELD NOTES DESCRIPTION

OF A

15' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE 15 FOOT UTILITY EASEMENT RECORDED IN VOLUME 3865, PAGE 300 OPRBCT OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the northeast line of said Lot 1 and on the southwest right-of-way of Nagle Street (called 50 foot wide public right-of-way, 152/237 DRBCT) from which the City of College Station monument CS94-110 bears S 29° 39' 14" W a distance of 2,034.57 feet; also from which a 1/2 inch iron rod found bent on said southwest right-of-way marking the north corner of said Lot 1 bears N 46° 03' 46" W a distance of 71.71 feet;

THENCE, with said right-of-way common with said northeast line of Lot 1, **S 46° 03' 46" E a distance of 16.38 feet** to a point from which a 3/4 inch iron rod found bears S 46° 03' 46" E a distance of 61.58 feet;

THENCE, over, across, and upon said Lot 1 for the following three (3) courses and distances:

1) **S 67° 37' 22" W a distance of 81.41 feet** to a point on the southeast line of another 15-foot wide sewer easement (145/333 DRBCT);
2) **N 38° 02' 18" E** with said southeast line of 15-foot wide sewer easement (145/333 DRBCT) **a distance of 30.38 feet;**

3) **N 67° 37' 22" E** a distance of **48.41 feet** to the **POINT OF BEGINNING** hereof and containing **974 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared October 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-1194-S Abandon Esmt.



4/20/26

Michael Andrew Sherrod

Registered Professional Land Surveyor No. 7103

Revised labels per city request 4-2-2026

Revised to add "Exhibit A" per city request 4-20-2026

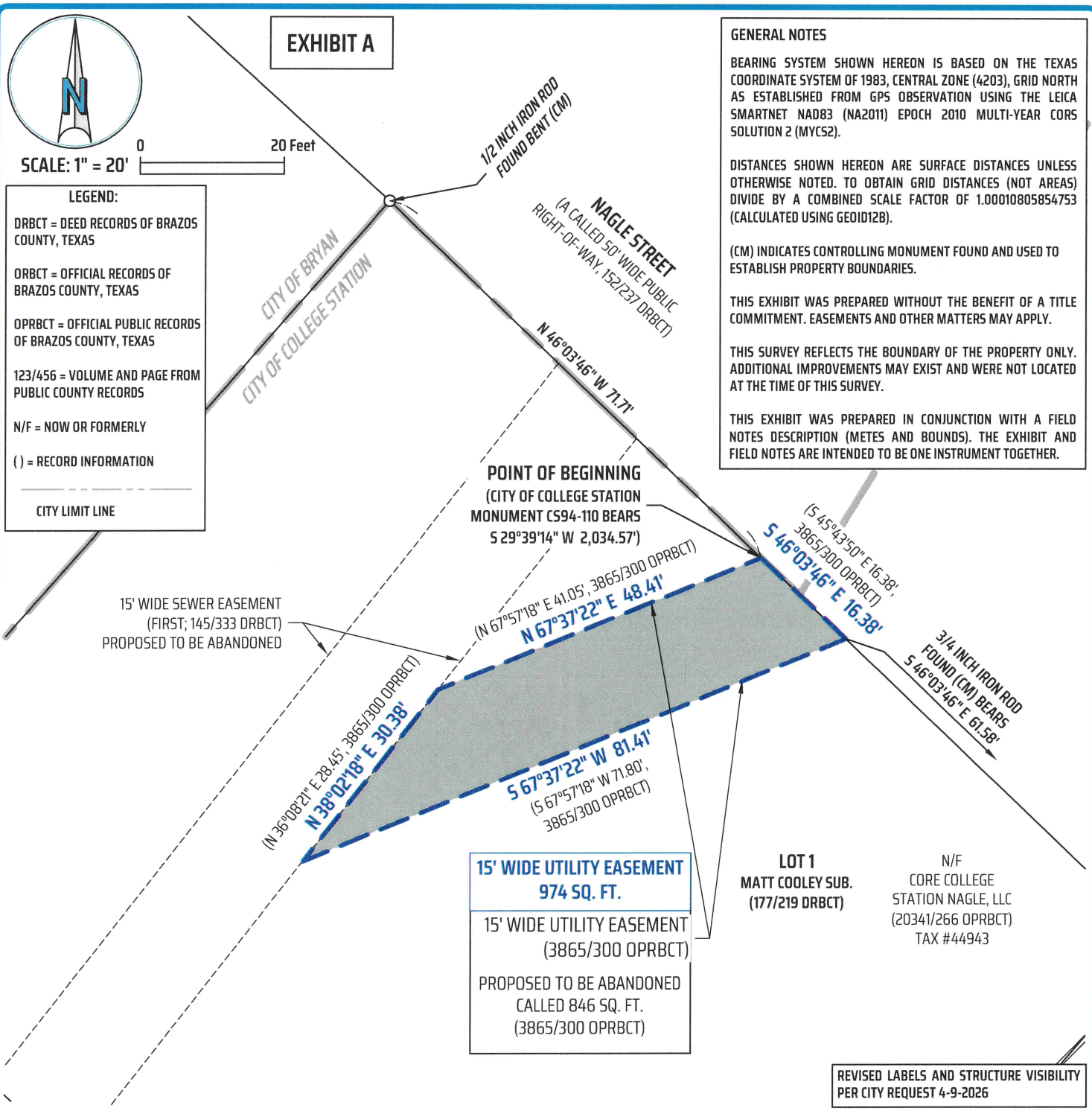
KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT A



LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

CITY LIMIT LINE

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE EXHIBIT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

REVISED LABELS AND STRUCTURE VISIBILITY PER CITY REQUEST 4-9-2026

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4-10-26

EXHIBIT OF
A 15' WIDE UTILITY EASEMENT DEDICATED IN VOLUME 3865, PAGE 300, OPRBCT, PROPOSED TO BE ABANDONED BEING OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUB. VOLUME 177, PAGE 219, DRBCT JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50 COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
FIELD SURVEY DATE: 06-25-2025 | PLAT DATE: 10-03-2025
JOB NUMBER: 25-1194 | CAD NAME: 25-1194-S Abandon Esmt
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: TJF CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



Core Spaces NG SH - Easement Abandonment Exhibit

College Station, Texas
APRIL 2026

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: Michael R Zwernemann

Title: OSP Engineer

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: 

Title: Construction Ops Lead

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____ (Eric Armke)

Title: Electrical Engineer

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: GENERAL MANAGER

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter
City Engineer
City of College Station

Brian Binford
Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

William Glenn Gavit
Electric Department
City of College Station

Water Services Department
City of College Station

Emily Fisher
Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Cale Kobza

ADDRESS: 21 Lakeside Lane

Hockley, TX 77447

NAME: _____

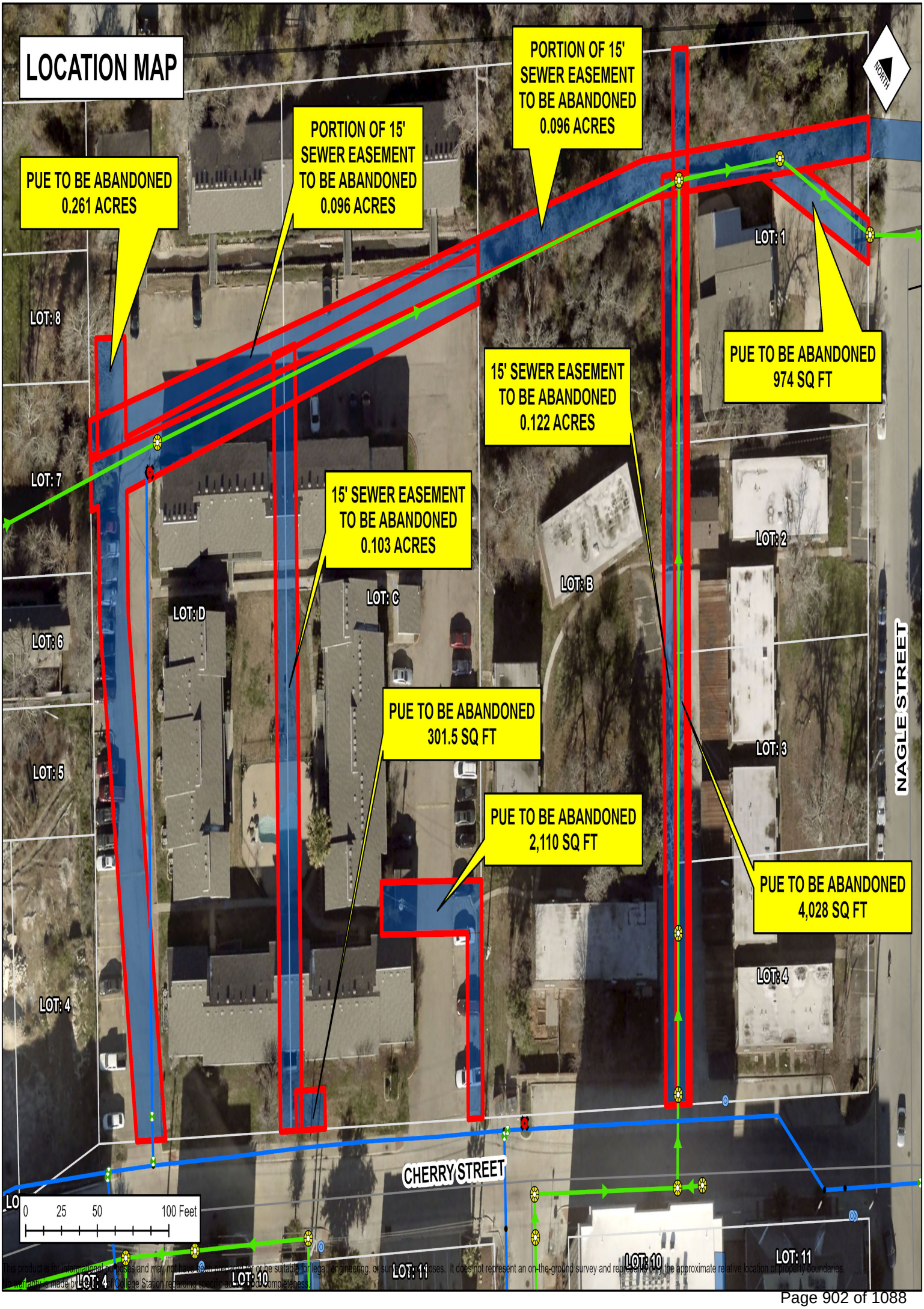
ADDRESS: _____

NAME: _____

ADDRESS: _____

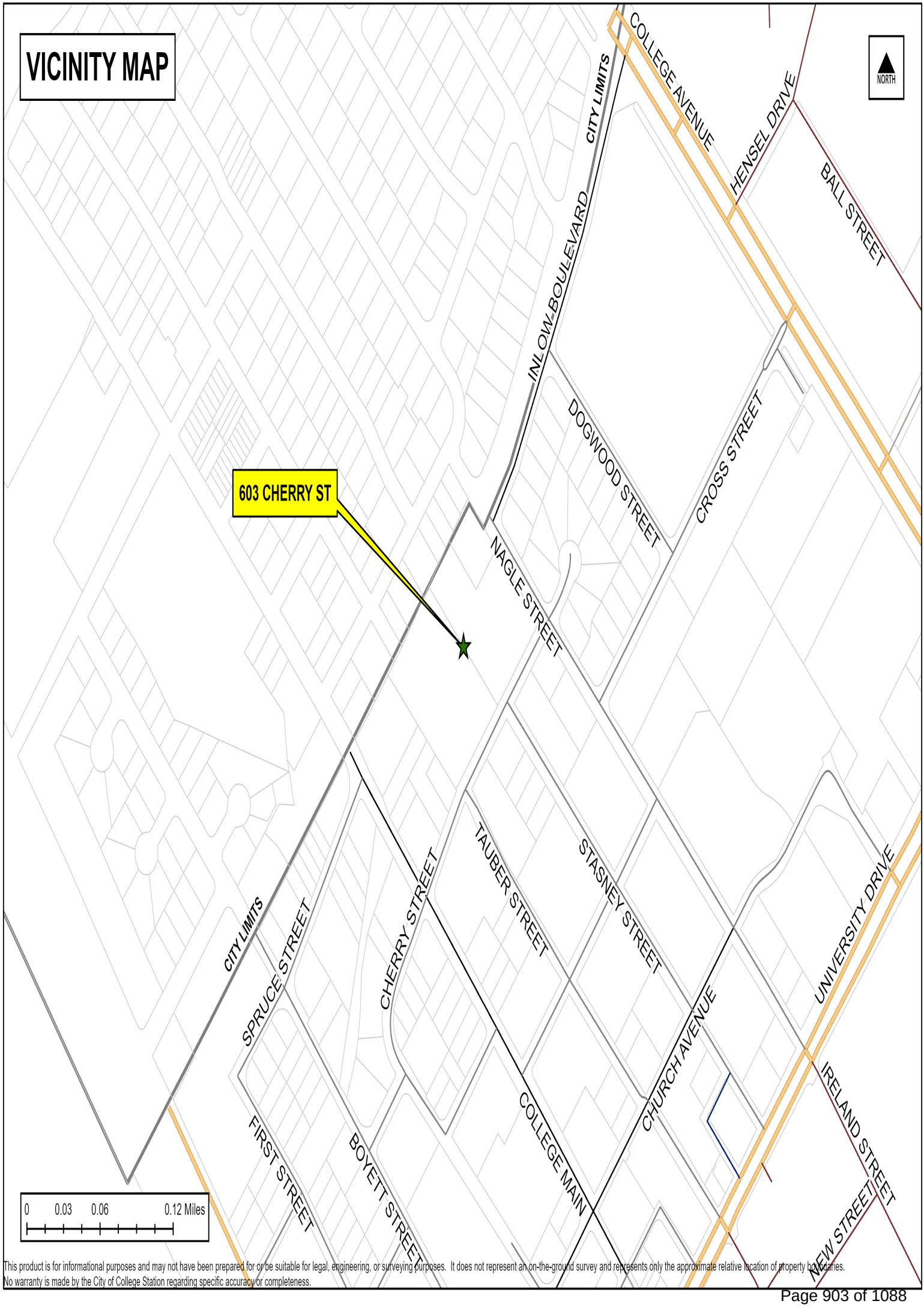
NAME: _____

ADDRESS: _____



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

VICINITY MAP



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No warranty is made by the City of College Station regarding specific accuracy or completeness.

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.096 ACRE PORTION OF A 15-FOOT-WIDE SEWER EASEMENT, SAID EASEMENT PORTION LYING OVER, ACROSS, AND UPON LOTS 'C' AND 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, ACCORDING TO THE INSTURMENTS RECORDED IN VOLUME 145, PAGE 333 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.096 acre portion of a 15-foot-wide Sewer Easement, said easement portion lying over, across, and upon Lot 'C' and 'D' of the Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, according to the instruments recorded in Volume 145, Page 333 as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Easement"); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Easement.

3. There is no anticipated future public need or use for the Easement.

4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easements as described in **Exhibit "A"** are abandoned and vacated by the City contingent and effective upon satisfying all of the conditions described in **Exhibit "B"** attached hereto and made a part of this ordinance for all purposes.

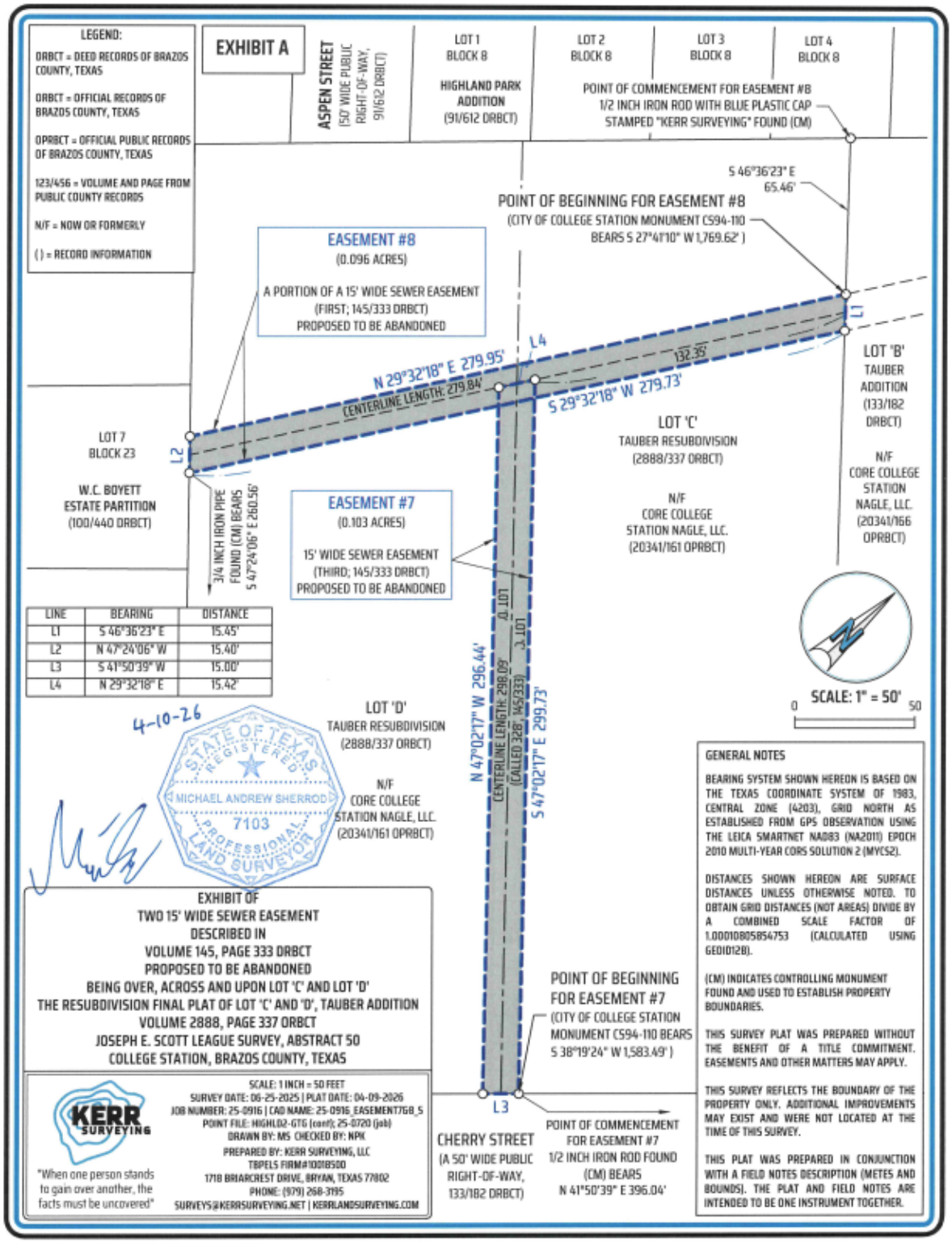
PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney



LINE	BEARING	DISTANCE
L1	S 46°36'23" E	15.45'
L2	N 47°24'06" W	15.40'
L3	S 41°50'39" W	15.00'
L4	N 29°32'18" E	15.42'

EXHIBIT A **EASEMENT #8 (0.096 ACRES)**

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with blue plastic cap stamped 'KERR SURVEYING' on the southeast line of Lot 4, Block 8, Highland Park Addition filed in Volume 91, Page 612 of the Deed Records of Brazos County, Texas (DRBCT) marking the northwest common corner of said Lots 'C' and 'D';

THENCE, S 46° 36' 23" E with the common line of said Lots 'C' and 'D' a distance of 65.46 feet to a point for corner in said common line being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 27° 41' 10" W, a distance of 1,769.62 feet;

THENCE, with said common line, **S 46° 36' 23" E,** for a distance of **15.45 feet** to a point for corner in said common line;

THENCE, over, across, and upon said Lots 'C' and 'D', **S 29° 32' 18" W,** for a distance of **279.73 feet** to a point for corner in the northeast line of Lot 7, Block 23, W.C. Boyett Estate Partition filed in Volume 100, Page 440 (DRBCT) and the southwest line of said Lot 'D', from which a 3/4 inch iron pipe found bears S 47° 24' 06" E a distance of 260.56 feet;

THENCE, with said Lot 7, Block 23 and said Lot 'D', **N 47° 24' 06" W,** for a distance of **15.40 feet** to a point for corner;

THENCE, over, across, and upon said Lots 'D' and 'C', **N 29° 32' 18" E,** for a distance of **279.95 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT768-S. Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

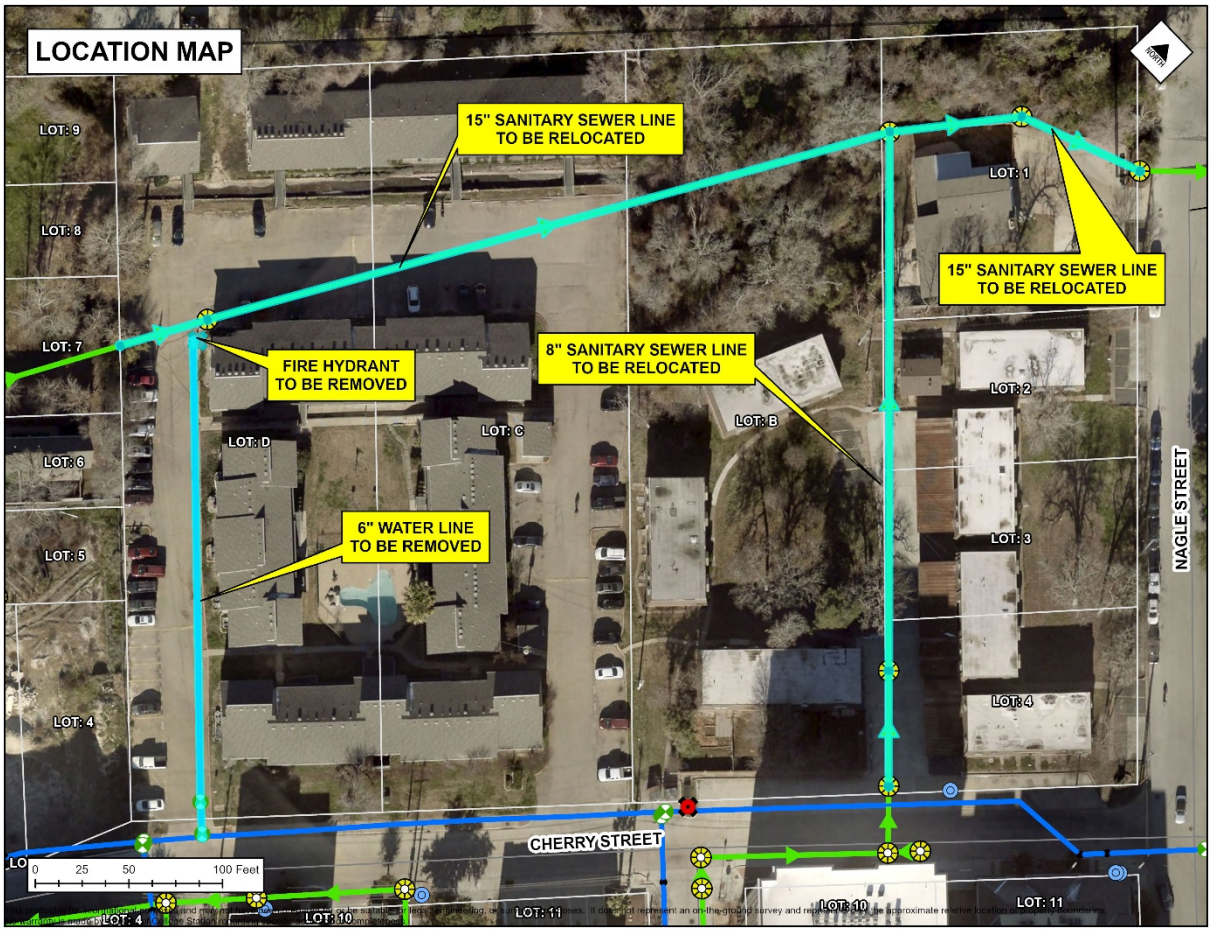
1 | Page

25-0916_M&B_E8.docx

That all of the following conditions must be satisfied before the abandonment becomes effective:

Exhibit B

1. Relocation of 15” Sanitary Sewer Line that lies within the 15’ wide Sewer Easement (145/33), the 20’ wide Utility Easement (2888/337) and the 15’ wide Sewer Easement (3865/300); and
2. Relocation of the 8” Sanitary Sewer Line that lies within the 10’ wide Utility Easement (177/219) and within the 15’ wide Sewer Easement (145/33); and
3. Removal of the 8” Water Line and Fire Hydrant Assembly that lies within the 10’ wide Utility Easement (2888/337); and
4. Acceptance of the relocated 15” and 8” Sanitary Sewer Lines evidenced by filing of the Letter of Completion in the official public records for real property of the Brazos County Clerk against the Easement or the property on which the Easement is located.



May 18, 2026
Item No. 9.7.
Sewer Easement Abandonment - 603 Cherry St

Sponsor: Lindsey Pressler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.122 acre 15-foot-wide Sewer Easement, said easement lying over, across, and upon Lot 'B' of the Tauber Addition and Lots 1, 2, 3, and 4 of the Matt Cooley Subdivision, generally located at 603 Cherry St, according to the instruments recorded in Volume 145, Page 333 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

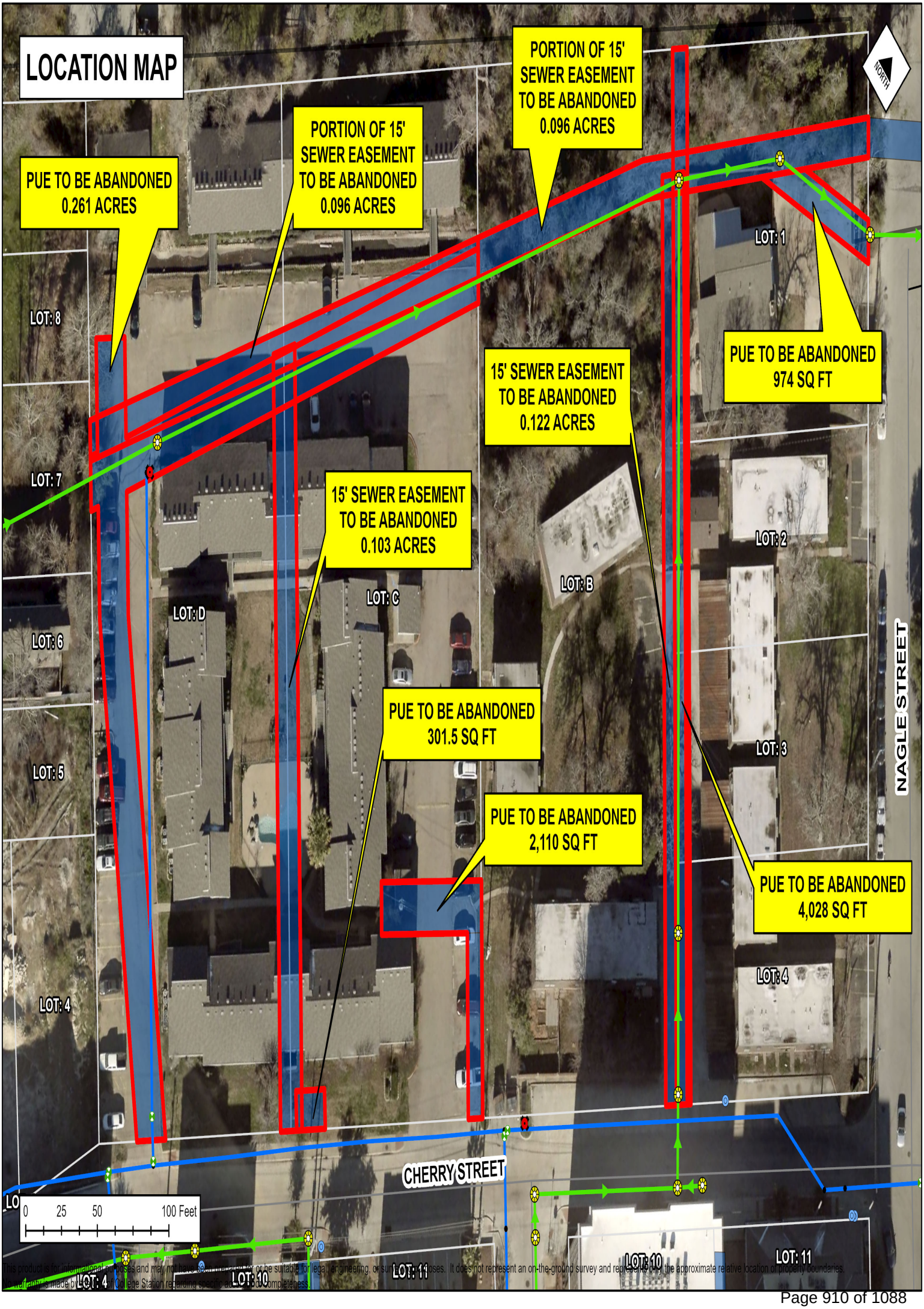
Recommendation(s): Staff recommends approval of the abandonment.

Summary: The abandonment of the utility easement is being requested by the applicant in order to build an apartment complex over existing easements on the site. The proposed layout necessitates relocating the easements and utility lines along Cherry St, Nagle St, and the northern lot lines of the The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, the Tauber Addition, and the Matt Cooley Subdivision.

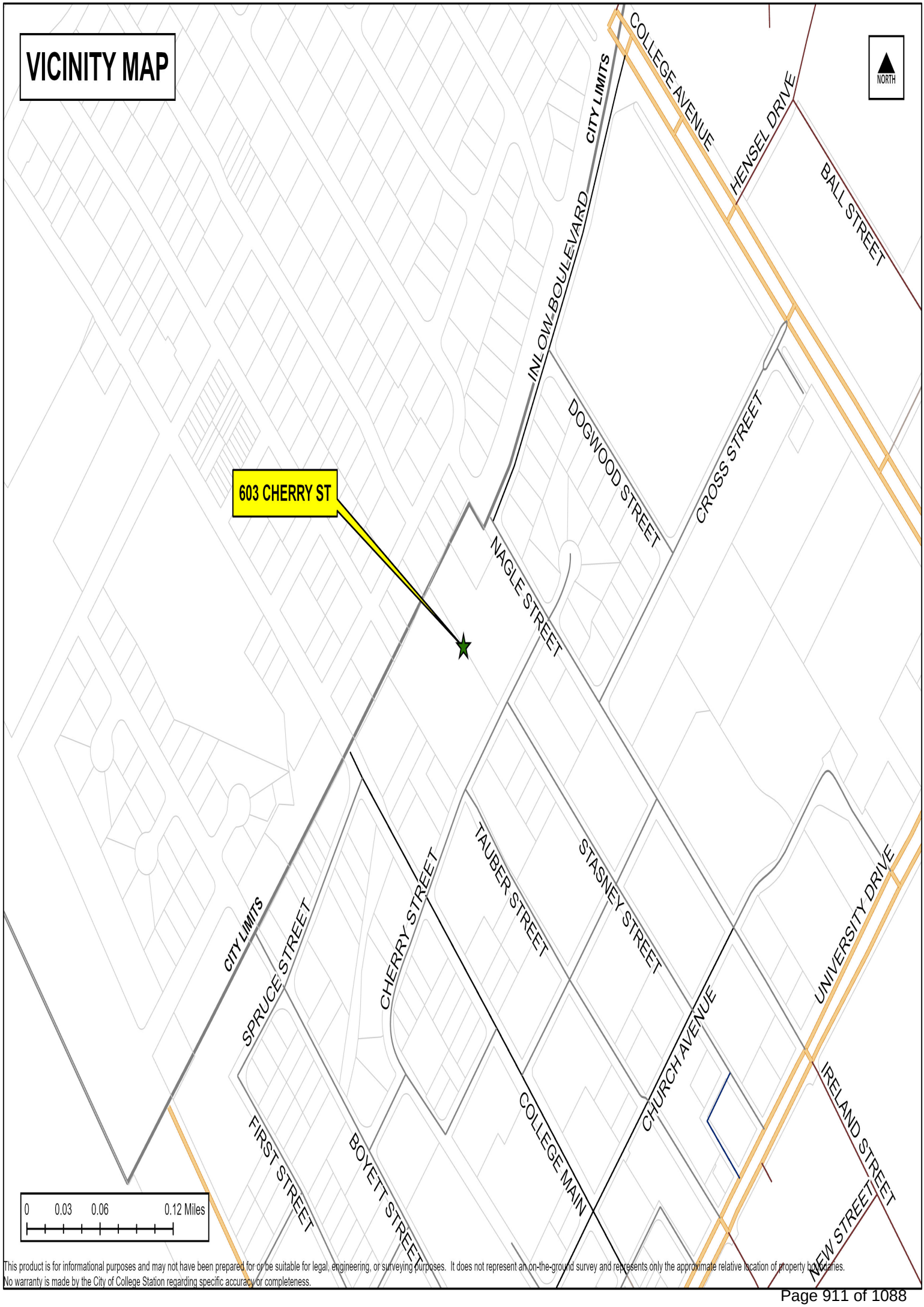
The utility easement is located approximately one hundred fifty feet (150 ft) southwest from the intersection of Nagle and Cherry.

Budget & Financial Summary: N/A

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



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

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ■ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ■ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ■ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ■ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- N/A For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ■ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

20' WIDE UTILITY EASEMENT - A (2888/337 ORBCT) ITEM 10d, 10' WIDE UTILITY EASEMENT - B (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - C (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - D (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - E (2888/337 ORBCT) ITEM 10d, 15' WIDE SEWER EASEMENT (145/33 DRBCT) ITEM 10g, 10' WIDE UTILITY EASEMENT (177/219 DRBCT) ITEM 10e

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Preston Jacks, P.E. E-mail preston.jacks@kimley-horn.com

Street Address 614 Holleman Drive E, Suite 1100

City College Station State TX Zip Code 77840

Phone Number 979-446-0780 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Core College Station Nagle, LLC E-mail _ Street Address: _____

1400 N Kingsbury, 3rd Floor City

Chicago State IL Zip Code 60642

Phone Number 8476449302 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

2/13/2026
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name Aggie Villas LLC E-mail _____

Street Address 12418 Boheme Dr

City Houston State TX Zip Code 77024

Reason consent was not obtained:
See below.

If objecting, points of objection:

Applicant / Developer has made several good faith attempts to communicate with the neighbor to discuss this form and City requirement. The neighbor has repeatedly refused to reasonably engage and discuss this form and the City's requirement related to the easement abandonment. As a result, the Applicant / Developer has not received a signature from the neighbor, and furthermore does not expect to receive a signature despite good faith efforts being made to obtain it.

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The easements proposed for abandonment are all on our site. None of the adjacent properties access public roadways through our site.

8. That there is no current public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

10. That all public utilities have access to serve current and future customers because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

11. Such public right-of-way/easement has been and is being used as follows:

The easements are currently used to contain existing utilities. These existing utilities will be abandoned and rerouted for the proposed development.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Chief Development Officer — Signature and title

2/13/2026 — Date

STATE OF ~~TEXAS~~ Illinois §
§ ACKNOWLEDGEMENT
COUTY OF ~~BRAZOS~~ Cook §

Subscribed and sworn to before me, a Notary Public, this 13th day of February, 2026 by Chad Mates.

Notary Public in and for the State of Illinois

Official Seal
MADELAINE RAUSCH FLANAGAN
Notary Public, State of Illinois
Commission No. 1015025
My Commission Expires August 7, 2029

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A **EASEMENT #1 (0.261 ACRES)**

FIELD NOTES DESCRIPTION

OF

TWO 20' WIDE UTILITY EASEMENTS

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF TWO 20' WIDE UTILITY EASEMENTS PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'D' AND 'E' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch iron pipe found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the east corner of W.C. Boyett Estate Partition, filed in Volume 100, Page 440 (DRBCT) and being the south corner of said Lot 'D', from which a 1/2 inch iron rod with a yellow plastic cap stamped "STRONG RPLS 4961" found bears S 57° 23' 16" E, a distance of 5.10 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **N 41° 50' 39" E**, for a distance of **26.26 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 02' 48" W, a distance of 1,468.20 feet;

THENCE, across said Lot 'D', for the following three (3) courses and distances:

1) **N 53° 28' 46" W**, for a distance of **200.78 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **42.85 feet** to a point for corner;
3) **S 27° 36' 51" W**, for a distance of **5.18 feet** to a point for corner in the common line of said W.C. Boyett Estate Partition and said Lot 'D';

THENCE, with the common line of said W.C. Boyett Estate Partition and said Lot 'D', **N 47° 24' 06" W**, for a distance of **20.70 feet** to a point for corner;

THENCE, across said Lot 'D' for the following four (4) courses and distances:

1) **N 27° 36' 51" E**, for a distance of **5.18 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **43.58 feet** to a point for corner;
3) **N 42° 35' 54" E**, for a distance of **20.00 feet** to a point for corner;
4) **S 47° 24' 06" E**, for a distance of **38.23 feet** to a point for corner;

THENCE, continuing across said Lot 'D', **N 27° 36' 51" E**, and passing at a distance of 115.07 feet the common line of said Lot 'D' and said Lot 'C' and continuing across said Lot 'C' for a total distance of **256.37 feet** to a point for corner in the common line of said Lot 'C' and Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **20.78 feet** to a point for corner;

THENCE, across said Lot 'C', **S 27° 36' 51" W**, and passing at a distance of 141.14 feet the common line of said Lot 'C' and said Lot 'D' and continuing across said Lot 'D' for a total distance of **256.07 feet** to a point for corner;

THENCE, continuing across said Lot 'D' for the following two (2) courses and distances:

1) **S 47° 24' 06" E**, for a distance of **47.15 feet** to a point for corner;
2) **S 53° 28' 46" E**, for a distance of **201.58 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street, from which a 3/8 inch square iron rod found bears N 41° 50' 39" E, a distance of 221.72 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.09 feet** to the **POINT OF BEGINNING** hereof and containing **0.261 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT1_S.
Revised 04/09/2026: Updated per City of College Station comments.

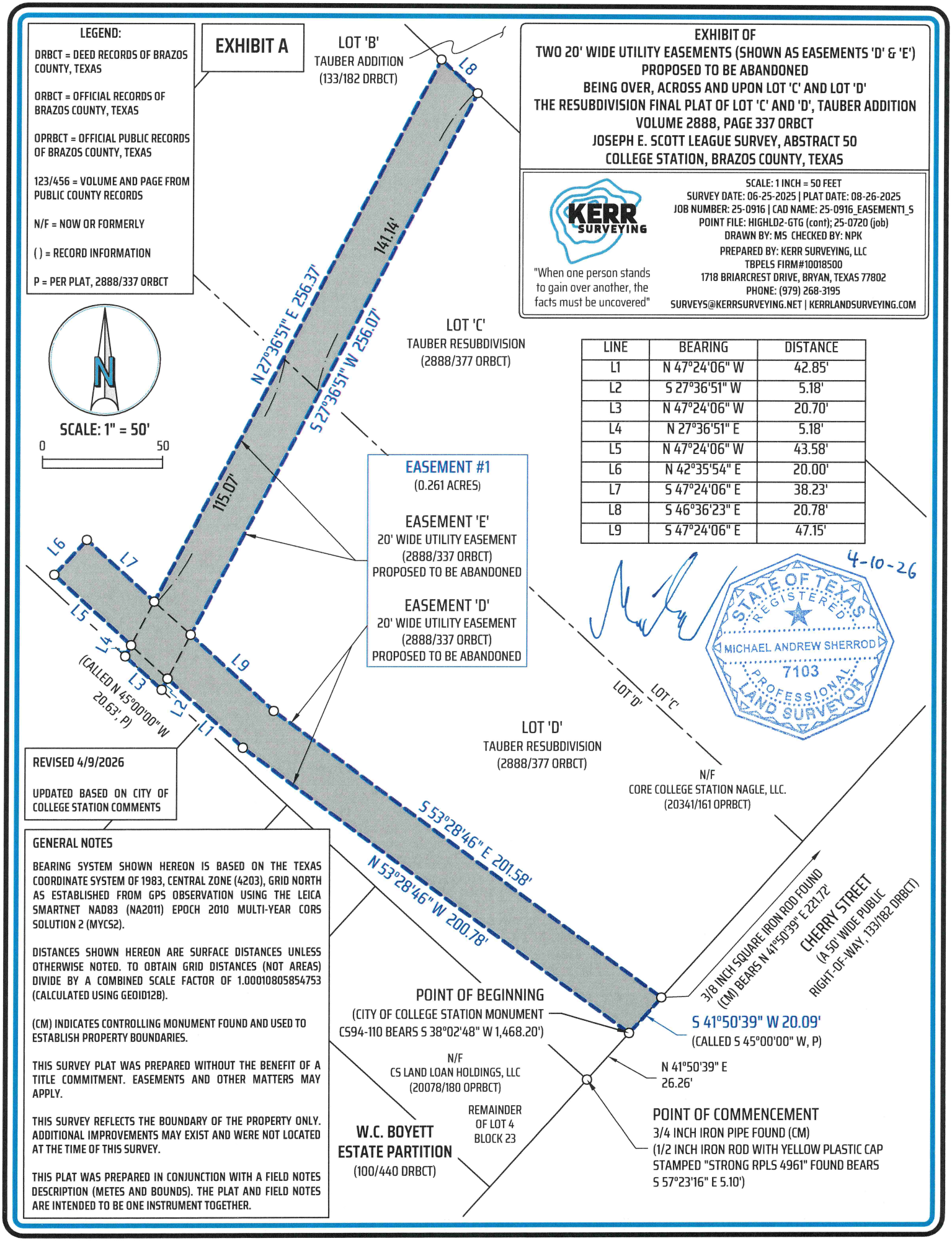


Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	N 47°24'06" W	42.85'
L2	S 27°36'51" W	5.18'
L3	N 47°24'06" W	20.70'
L4	N 27°36'51" E	5.18'
L5	N 47°24'06" W	43.58'
L6	N 42°35'54" E	20.00'
L7	S 47°24'06" E	38.23'
L8	S 46°36'23" E	20.78'
L9	S 47°24'06" E	47.15'

EXHIBIT A **EASEMENT #2 (~301.5 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENT 'C' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C';

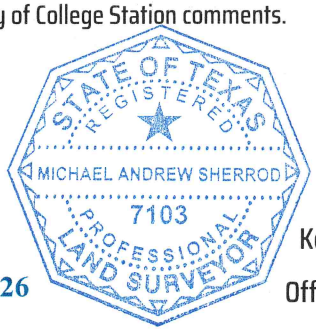
THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **110.03 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 21' 33" W, a distance of 1,599.71 feet;

THENCE, continuing with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.00 feet** to a point for corner , from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 138.04 feet;

THENCE, across said Lot 'C', for the following three (3) courses and distances:

1) **N 48° 11' 07" W**, for a distance of **15.07 feet** to a point for corner;
2) **N 41° 48' 53" E**, for a distance of **20.00 feet** to a point for corner;
3) **S 48° 11' 07" E**, for a distance of **15.08 feet** to the **POINT OF BEGINNING** hereof and containing **301.5 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

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LEGEND:

ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C')
AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #3 (~2,110 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'A' AND 'B' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C', from which the City of College Station Monument CS94-110 bears S 38° 35' 00" W, a distance of 1,709.56 feet;

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.06 feet** to a point for corner, from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 258.01 feet;

THENCE, across said Lot 'C' for the following four (4) courses and distances:

1) **N 46° 35' 53" W**, for a distance of **70.91 feet** to a point for corner;
2) **S 43° 24' 07" W**, for a distance of **59.86 feet** to a point for corner;
3) **N 46° 35' 53" W**, for a distance of **20.00 feet** to a point for corner;
4) **N 43° 24' 07" E**, for a distance of **69.91 feet** to a point for corner in the common line of said Lot 'B' and said Lot 'C' and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **90.64 feet** to the **POINT OF BEGINNING** hereof and containing **2,110 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

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P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C')
AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #4 (0.122 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT), for the east corner of said Lot 4;

THENCE, with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **126.70 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 50' 06" W, a distance of 1,852.40 feet;

THENCE, continuing with the common line of said Lot 4, said Lot 'B' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.01 feet** to a point for corner in the common line of said Lot 'B' and Cherry Street;

THENCE, across said Lot 'B', **N 46° 26' 58" W**, for a distance of **354.47 feet** to a point for corner;

THENCE, across said Lot 'B' and crossing into said Lot 1, **N 38° 02' 18" E**, for a distance of **15.07 feet** to a point for corner within said Lot 1;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **355.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.122 acres**, more or less.

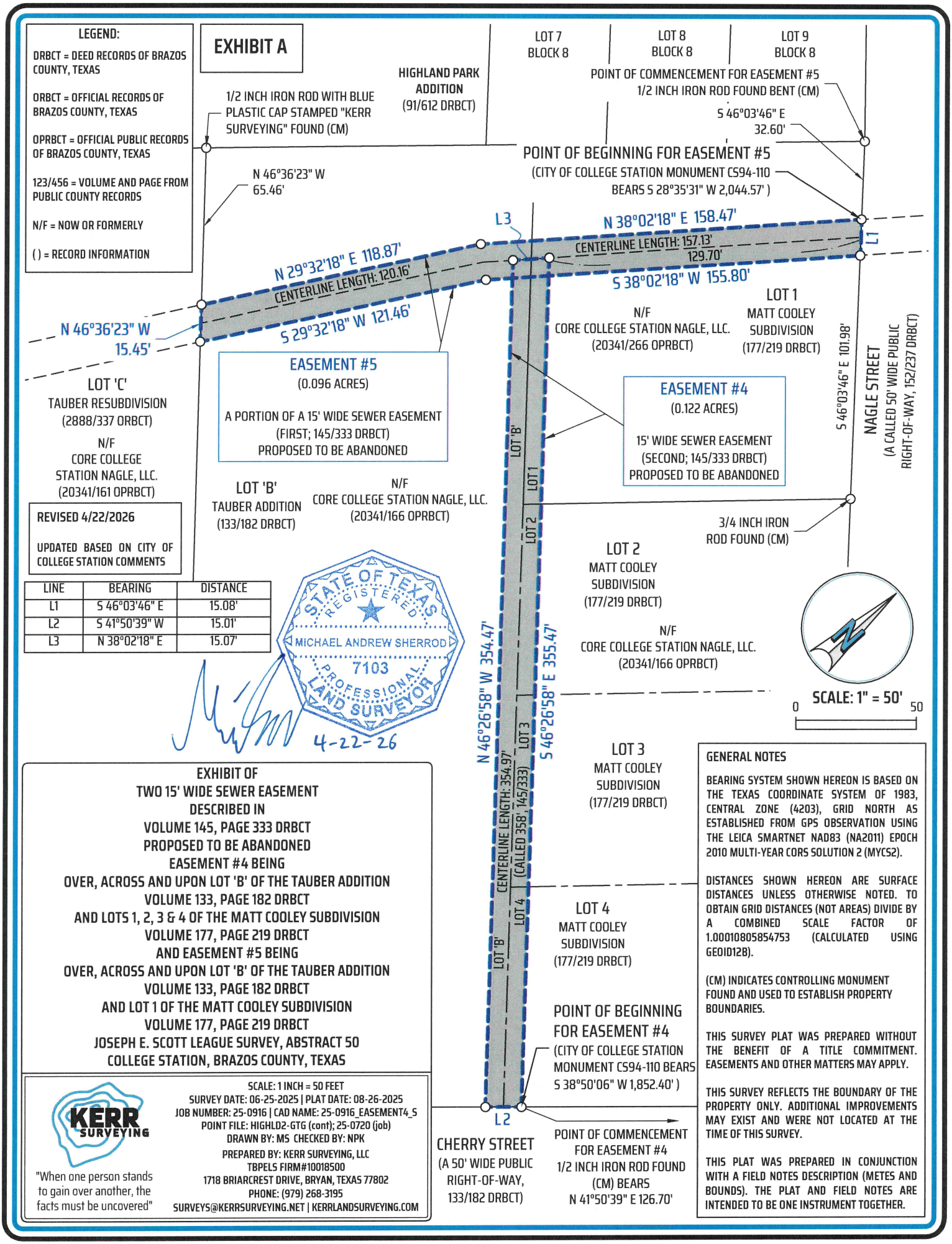
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
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REVISED 4/22/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

LINE	BEARING	DISTANCE
L1	S 46°03'46" E	15.08'
L2	S 41°50'39" W	15.01'
L3	N 38°02'18" E	15.07'

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4-22-26

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and Nagle Street, **S 46° 03' 46" E**, for a distance of **32.60 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 28° 35' 31" W, a distance of 2,044.57 feet;

THENCE, continuing with the common line of said Lot 1, **S 46° 03' 46" E**, for a distance of **15.08 feet** to a point for corner, from which a 3/4 inch iron rod found bears S 46° 03' 46" E, a distance of 101.98 feet;

THENCE, across said Lot 1 and crossing into said Lot 'B', **S 38° 02' 18" W**, for a distance of **155.80 feet** to a point for corner within said Lot 'B';

THENCE, continuing across said Lot 'B', **S 29° 32' 18" W**, for a distance of **121.46 feet** to a point for corner in the common line of said Lot 'B' and Lot 'C' of the Tauber Resubdivision filed in Volume 2888, Page 337 of the Official Records of Brazos County, Texas (ORBCT);

THENCE, with the common line of said Lot 'B' and said Lot 'C', **N 46° 36' 23" W**, for a distance of **15.45 feet** to a point for corner, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears N 46° 36' 23" W, a distance of 65.46 feet;

THENCE, across said Lot 'B', **N 29° 32' 18" E**, for a distance of **118.87 feet** to a point for corner;

THENCE, across said Lot 'B' and said Lot 1, **N 38° 02' 18" E**, for a distance of **158.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

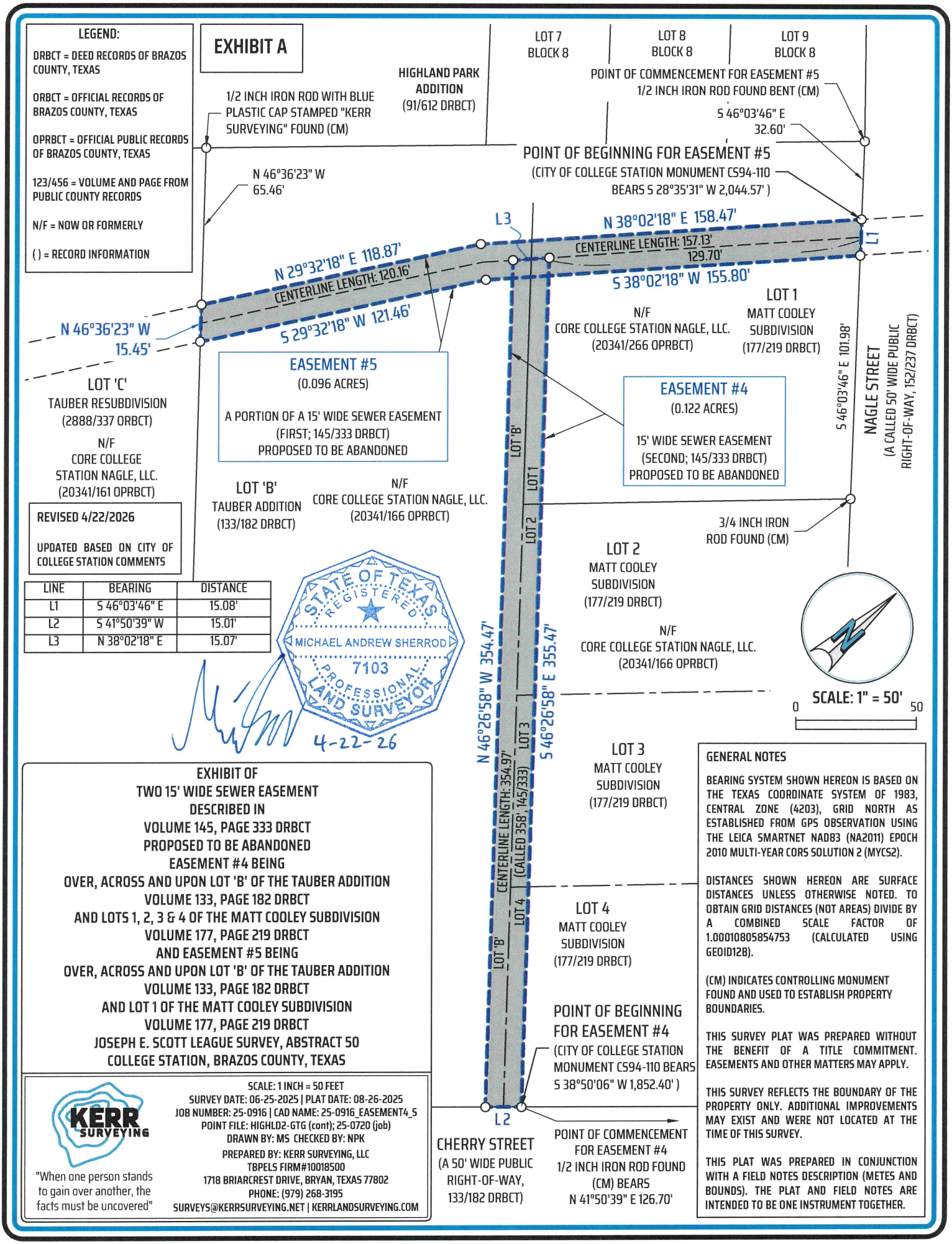


4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500


LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 7 BLOCK 8
LOT 8 BLOCK 8
LOT 9 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #5
1/2 INCH IRON ROD FOUND BENT (CM)
S 46°03'46" E 32.60'
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
POINT OF BEGINNING FOR EASEMENT #5
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 28°35'31" W 2,044.57')
N 46°36'23" W 65.46'
N 38°02'18" E 158.47'
CENTERLINE LENGTH: 157.13'
129.70'
S 38°02'18" W 155.80'
N 29°32'18" E 118.87'
CENTERLINE LENGTH: 120.16'
S 29°32'18" W 121.46'
N 46°36'23" W 15.45'
LOT 1
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/266 OPRBCT)
S 46°03'46" E 101.98'
NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)
EASEMENT #5
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
EASEMENT #4
(0.122 ACRES)
15' WIDE SEWER EASEMENT
(SECOND; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'B'
LOT 1
LOT 2
LOT 3
LOT 4
3/4 INCH IRON ROD FOUND (CM)
LOT 2
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N 46°26'58" W 354.47'
S 46°26'58" E 355.47'
CENTERLINE LENGTH: 354.97'
(CALLED 358', 145/333)
LOT 3
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
LOT 4
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
POINT OF BEGINNING FOR EASEMENT #4
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°50'06" W 1,852.40')
L2
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #4
1/2 INCH IRON ROD FOUND (CM) BEARS N 41°50'39" E 126.70'
SCALE: 1" = 50'
0
50
REVISED 4/22/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
LINE | BEARING | DISTANCE
L1 | S 46°03'46" E | 15.08'
L2 | S 41°50'39" W | 15.01'
L3 | N 38°02'18" E | 15.07'
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
4-22-26
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 10' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT HAVING BEEN DEDICATED PER MATT COOLEY SUBDIVISION PLAT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and said Highland Park Addition, **S 41° 12' 57" W**, for a distance of **126.97 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 26° 50' 04" W, a distance of 1,930.20 feet;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **402.82 feet** to a point for corner in the common line of said Lot 4 and Cherry Street (a 50' wide public right-of-way, 133/182 DRBCT) and being the east corner hereof;

THENCE with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.00 feet** to a point for corner, for the south corner of said Lot 4 and being the east corner of Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT);

THENCE, with the common line of said Lot 'B' and said Matt Cooley Subdivision, **N 46° 26' 58" W**, for a distance of **402.71 feet** to a point for corner in the southeast line of said Highland Park Addition, for the north corner of said Lot 'B' and being the west corner of said Lot 1, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears S 41° 12' 57" W, a distance of 136.71 feet;

THENCE, with the common line of said Highland Park Addition and said Lot 1, **N 41° 12' 57" E**, for a distance of **10.01 feet** to the **POINT OF BEGINNING** hereof and containing **4,028 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT6_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26
Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
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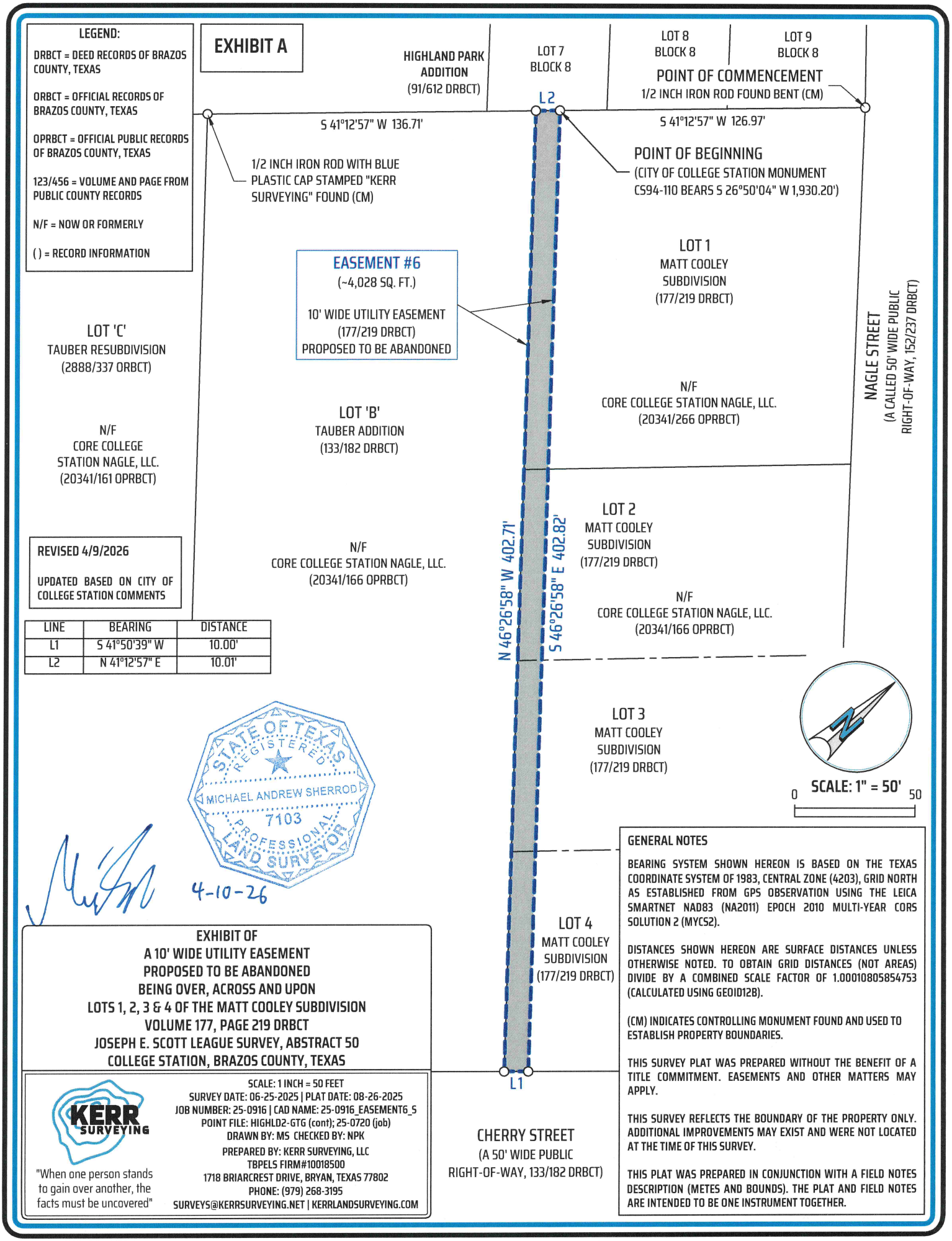

LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 7 BLOCK 8
LOT 8 BLOCK 8
LOT 9 BLOCK 8
POINT OF COMMENCEMENT
1/2 INCH IRON ROD FOUND BENT (CM)
L2
S 41°12'57" W 136.71'
S 41°12'57" W 126.97'
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 26°50'04" W 1,930.20')
EASEMENT #6
(~4,028 SQ. FT.)
10' WIDE UTILITY EASEMENT (177/219 DRBCT) PROPOSED TO BE ABANDONED
LOT 1
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/266 OPRBCT)
NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N 46°26'58" W 402.71'
S 46°26'58" E 402.82'
LOT 2
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
LINE | BEARING | DISTANCE
L1 | S 41°50'39" W | 10.00'
L2 | N 41°12'57" E | 10.01'
LOT 3
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N
SCALE: 1" = 50'
0
50
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
4-10-26
LOT 4
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
L1
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
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EXHIBIT OF
A 10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON
LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
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SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT6_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
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PHONE: (979) 268-3195
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EXHIBIT A **EASEMENT #7 (0.103 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, of the Deed Records of Brazos County, Texas; DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT);

THENCE, with the northwest line of Cherry Street, **S 41° 50' 39" W**, for a distance of **396.04 feet** to a point for corner in the common line of said Lot 'C' and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 19' 24" W, a distance of 1,583.49 feet;

THENCE, continuing with the common line of said Lot 'C', said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.00 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street;

THENCE, across said Lot 'D', **N 47° 02' 17" W**, for a distance of **296.44 feet** to a point for corner;

THENCE, across said Lot 'D' and crossing into said Lot 'C', **N 29° 32' 18" E**, for a distance of **15.42 feet** to a point for corner within said Lot 'C';

THENCE, across said Lot 'C', **S 47° 02' 17" E**, for a distance of **299.73 feet** to the **POINT OF BEGINNING** hereof and containing **0.103 acres**, more or less.

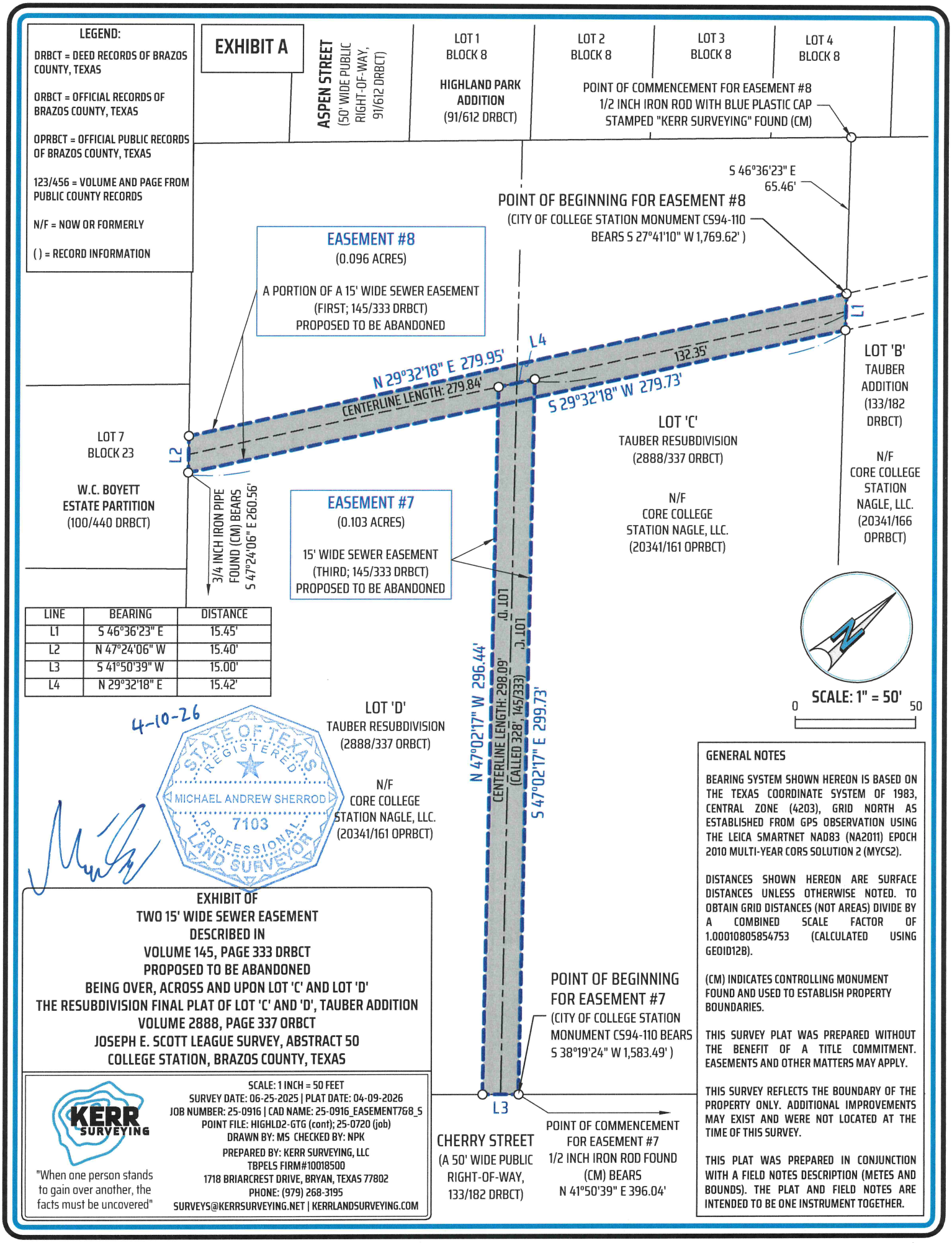
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 46°36'23" E	15.45'
L2	N 47°24'06" W	15.40'
L3	S 41°50'39" W	15.00'
L4	N 29°32'18" E	15.42'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

FIELD NOTES DESCRIPTION

OF A PORTION OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with blue plastic cap stamped 'KERR SURVEYING' on the southeast line of Lot 4, Block 8, Highland Park Addition filed in Volume 91, Page 612 of the Deed Records of Brazos County, Texas (DRBCT) marking the northwest common corner of said Lots 'C' and 'D';

THENCE, S 46° 36' 23" E with the common line of said Lots 'C' and 'D' a distance of 65.46 feet to a point for corner in said common line being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 27° 41' 10" W, a distance of 1,769.62 feet;

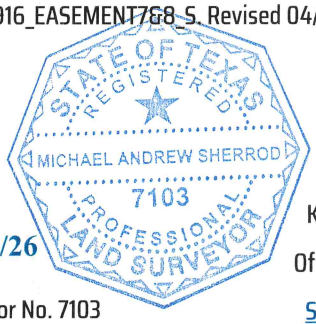
THENCE, with said common line, **S 46° 36' 23" E,** for a distance of **15.45 feet** to a point for corner in said common line;

THENCE, over, across, and upon said Lots 'C' and 'D', **S 29° 32' 18" W,** for a distance of **279.73 feet** to a point for corner in the northeast line of Lot 7, Block 23, W.C. Boyett Estate Partition filed in Volume 100, Page 440 (DRBCT) and the southwest line of said Lot 'D', from which a 3/4 inch iron pipe found bears S 47° 24' 06" E a distance of 260.56 feet;

THENCE, with said Lot 7, Block 23 and said Lot 'D', **N 47° 24' 06" W,** for a distance of **15.40 feet** to a point for corner;

THENCE, over, across, and upon said Lots 'D' and 'C', **N 29° 32' 18" E,** for a distance of **279.95 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S. Revised 04/09/2026: Updated per City of College Station comments.



4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

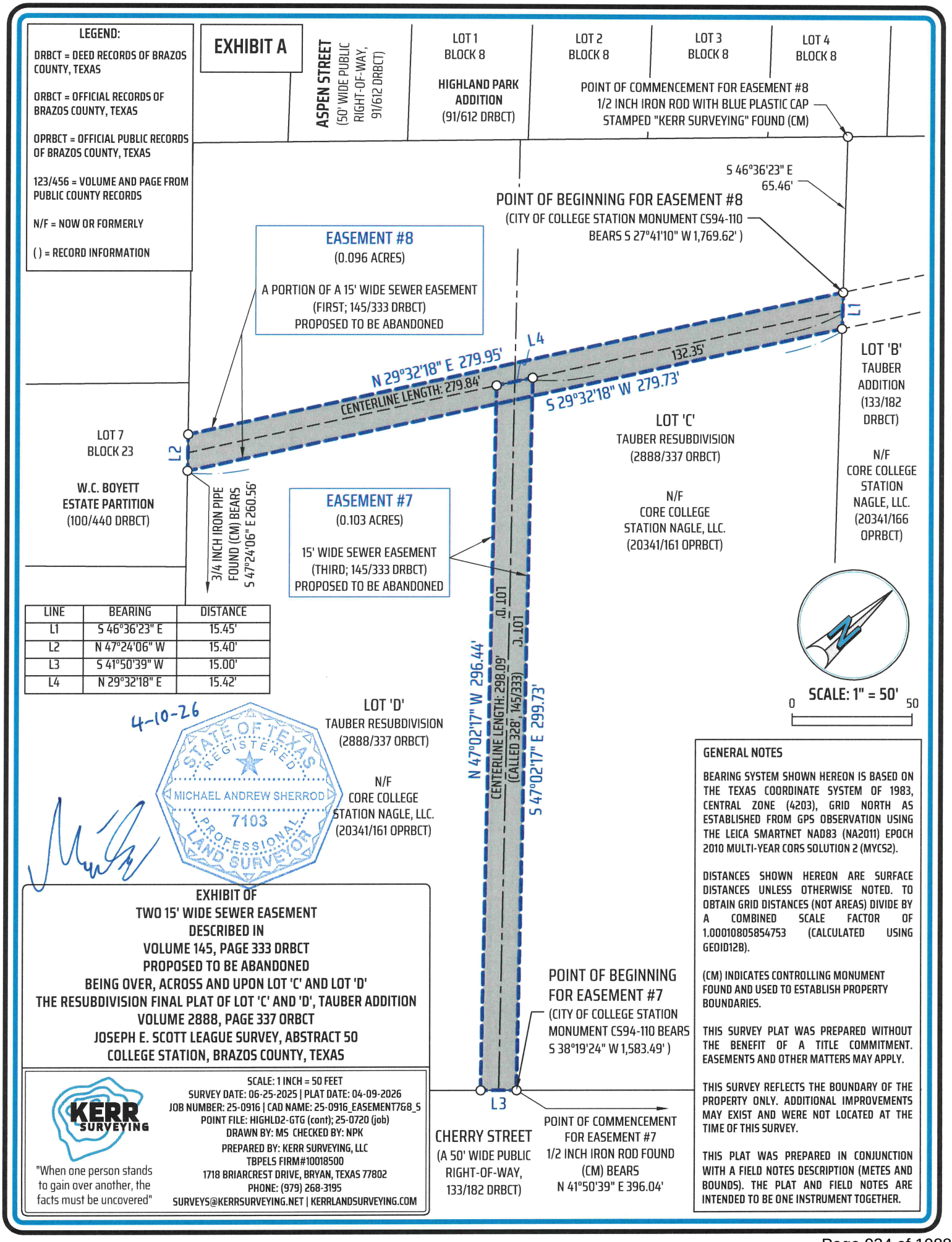

LEGEND:
ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
ASPEN STREET (50' WIDE PUBLIC RIGHT-OF-WAY, 91/612 DRBCT)
LOT 1 BLOCK 8
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 2 BLOCK 8
LOT 3 BLOCK 8
LOT 4 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #8
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
S 46°36'23" E 65.46'
POINT OF BEGINNING FOR EASEMENT #8
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 27°41'10" W 1,769.62')
EASEMENT #8
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 29°32'18" E 279.95'
CENTERLINE LENGTH: 279.84'
L4
132.35'
S 29°32'18" W 279.73'
L1
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 7
BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
L2
3/4 INCH IRON PIPE FOUND (CM) BEARS S 47°24'06" E 260.56'
EASEMENT #7
(0.103 ACRES)
15' WIDE SEWER EASEMENT
(THIRD; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 47°02'17" W 296.44'
CENTERLINE LENGTH: 298.09'
(CALLED 328', 145/333)
.0.101
.0.101
S 47°02'17" E 299.73'
LINE | BEARING | DISTANCE
L1 | S 46°36'23" E | 15.45'
L2 | N 47°24'06" W | 15.40'
L3 | S 41°50'39" W | 15.00'
L4 | N 29°32'18" E | 15.42'
SCALE: 1" = 50'
0
50
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR
LOT 'D'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
POINT OF BEGINNING FOR EASEMENT #7
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°19'24" W 1,583.49')
L3
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #7
1/2 INCH IRON ROD FOUND (CM) BEARS N 41°50'39" E 396.04'
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A

FIELD NOTES DESCRIPTION

OF A

15' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE 15 FOOT UTILITY EASEMENT RECORDED IN VOLUME 3865, PAGE 300 OPRBCT OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the northeast line of said Lot 1 and on the southwest right-of-way of Nagle Street (called 50 foot wide public right-of-way, 152/237 DRBCT) from which the City of College Station monument CS94-110 bears S 29° 39' 14" W a distance of 2,034.57 feet; also from which a 1/2 inch iron rod found bent on said southwest right-of-way marking the north corner of said Lot 1 bears N 46° 03' 46" W a distance of 71.71 feet;

THENCE, with said right-of-way common with said northeast line of Lot 1, **S 46° 03' 46" E a distance of 16.38 feet** to a point from which a 3/4 inch iron rod found bears S 46° 03' 46" E a distance of 61.58 feet;

THENCE, over, across, and upon said Lot 1 for the following three (3) courses and distances:

1) **S 67° 37' 22" W a distance of 81.41 feet** to a point on the southeast line of another 15-foot wide sewer easement (145/333 DRBCT);
2) **N 38° 02' 18" E** with said southeast line of 15-foot wide sewer easement (145/333 DRBCT) **a distance of 30.38 feet;**

3) **N 67° 37' 22" E** a distance of **48.41 feet** to the **POINT OF BEGINNING** hereof and containing **974 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared October 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-1194-S Abandon Esmt.



4/20/26

Michael Andrew Sherrod

Registered Professional Land Surveyor No. 7103

Revised labels per city request 4-2-2026

Revised to add "Exhibit A" per city request 4-20-2026

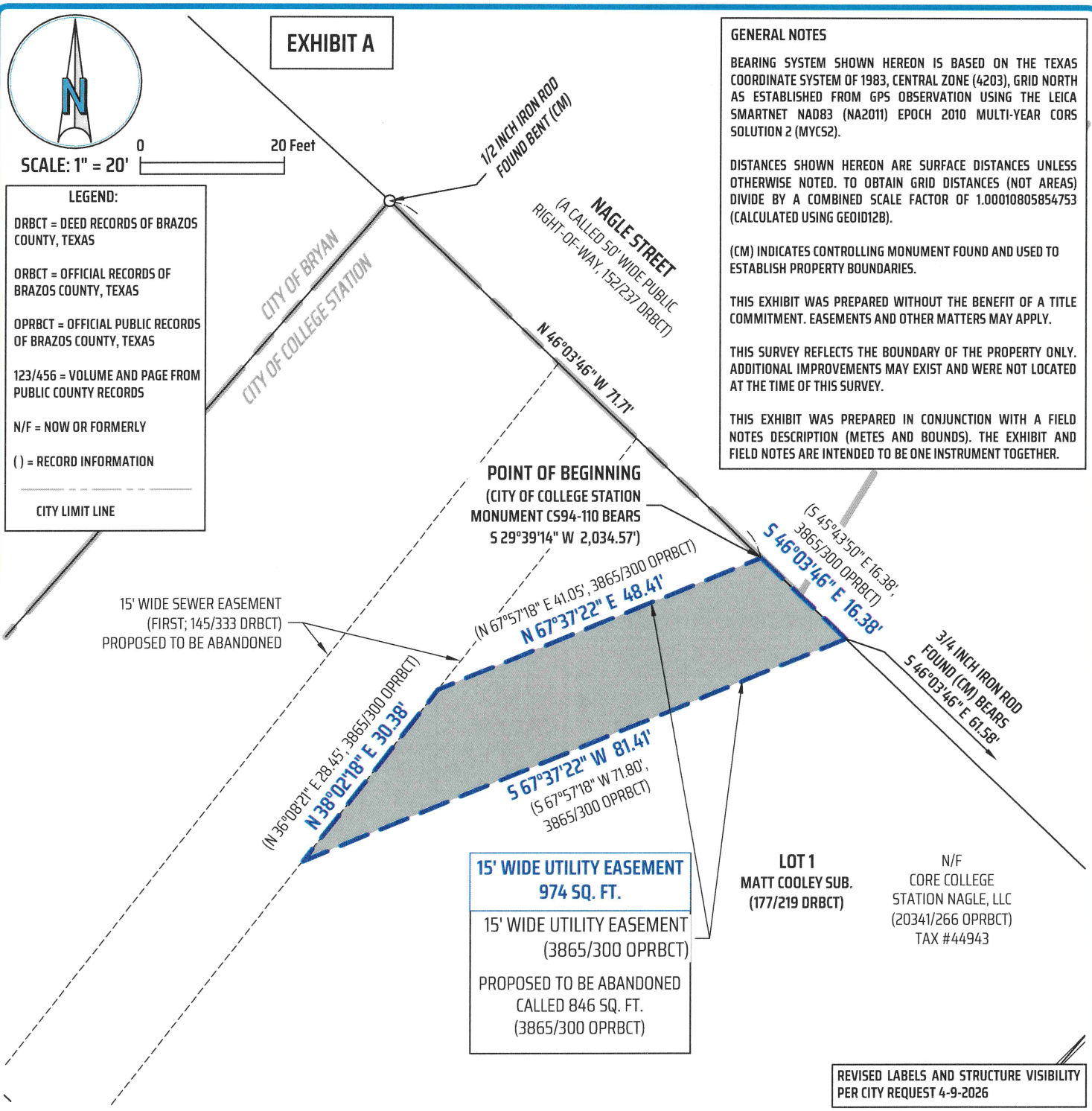
KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT A



LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

CITY LIMIT LINE

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE EXHIBIT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

REVISED LABELS AND STRUCTURE VISIBILITY PER CITY REQUEST 4-9-2026

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4-10-26

EXHIBIT OF
A 15' WIDE UTILITY EASEMENT DEDICATED IN VOLUME 3865, PAGE 300, OPRBCT, PROPOSED TO BE ABANDONED BEING OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUB. VOLUME 177, PAGE 219, DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
FIELD SURVEY DATE: 06-25-2025 | PLAT DATE: 10-03-2025
JOB NUMBER: 25-1194 | CAD NAME: 25-1194-S Abandon Esmt
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: TJF CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



Core Spaces NG SH - Easement Abandonment Exhibit

College Station, Texas
APRIL 2026

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: Michael R Zwernemann

Title: OSP Engineer

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: Construction Ops Lead

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____ (Eric Armke)

Title: Electrical Engineer

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: GENERAL MANAGER

Location: *603 Cherry St - ABAN2026-000002*

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter
City Engineer
City of College Station

Brian Binford
Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

William Glenn Gavit
Electric Department
City of College Station

Water Services Department
City of College Station

Emily Fisher
Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Cale Kobza

ADDRESS: 21 Lakeside Lane

Hockley, TX 77447

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.122 ACRE 15-FOOT-WIDE SEWER EASEMENT, SAID EASEMENT LYING OVER, ACROSS, AND UPON LOT 'B' OF THE TAUBER ADDITION AND LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, ACCORDING TO THE INSTURMENTS RECORDED IN VOLUME 145, PAGE 333 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.122 acre 15-foot-wide Sewer Easement, said easement lying over, across, and upon Lot 'B' The Tauber Addition and Lots 1, 2, 3, and 4 of the Matt Cooley Subdivision, according to the instruments recorded in Volume 145, Page 333 as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Easement"); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Easement.

3. There is no anticipated future public need or use for the Easement.

4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easements as described in **Exhibit "A"** are abandoned and vacated by the City contingent and effective upon satisfying all of the conditions described in **Exhibit "B"** attached hereto and made a part of this ordinance for all purposes.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

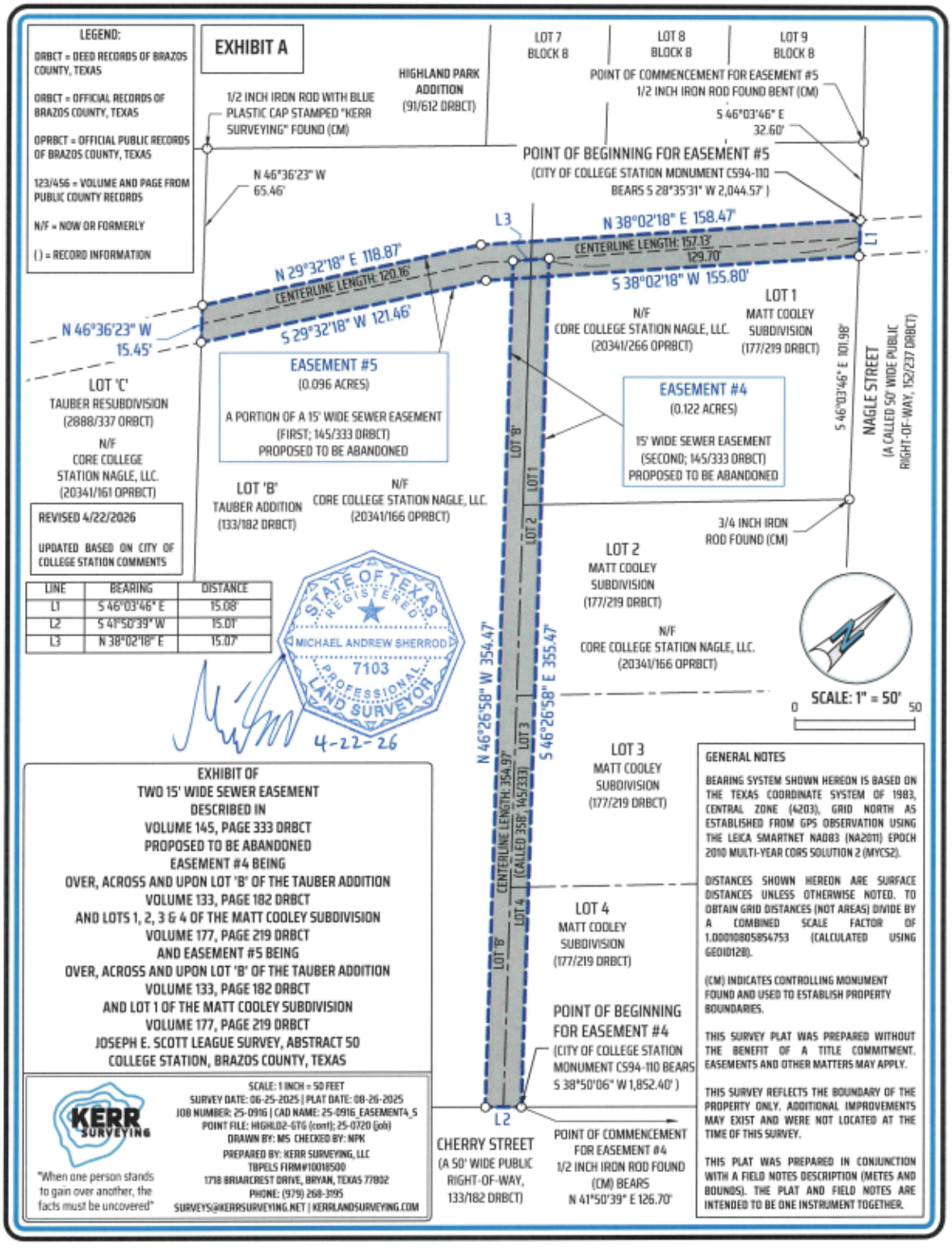

LEGEND:
ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
REVISED 4/22/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 7 BLOCK B
LOT 8 BLOCK B
LOT 9 BLOCK B
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
POINT OF COMMENCEMENT FOR EASEMENT #5
1/2 INCH IRON ROD FOUND BENT (CM)
S 46°03'46" E 32.60'
POINT OF BEGINNING FOR EASEMENT #5
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 28°35'31" W 2,044.57')
N 46°36'23" W 65.46'
N 38°02'18" E 158.47'
CENTERLINE LENGTH: 157.13'
129.70'
S 38°02'18" W 155.80'
N 29°32'18" E 118.87'
CENTERLINE LENGTH: 120.16'
S 29°32'18" W 121.46'
N 46°36'23" W 15.45'
L1
L3
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
EASEMENT #5
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 1
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
EASEMENT #4
(0.122 ACRES)
15' WIDE SEWER EASEMENT
(SECOND; 145/333 ORBCT)
PROPOSED TO BE ABANDONED
S 46°03'46" E 101.98'
NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)
3/4 INCH IRON ROD FOUND (CM)
LOT 2
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N 46°26'58" W 354.47'
S 46°26'58" E 355.47'
CENTERLINE LENGTH: 354.97'
(CALLED 358'; 145/333)
LOT 'B'
LOT 1
LOT 2
LOT 3
LOT 4
LOT 3
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
LOT 4
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
SCALE: 1" = 50'
0
50
LINE | BEARING | DISTANCE
L1 | S 46°03'46" E | 15.08'
L2 | S 41°50'39" W | 15.01'
L3 | N 38°02'18" E | 15.07'
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
4-22-26
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
L2
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #4
1/2 INCH IRON ROD FOUND (CM) BEARS
N 41°50'39" E 126.70'
POINT OF BEGINNING FOR EASEMENT #4
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°50'06" W 1,852.40')
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #4 (0.122 ACRES)**

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT), for the east corner of said Lot 4;

THENCE, with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **126.70 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 50' 06" W, a distance of 1,852.40 feet;

THENCE, continuing with the common line of said Lot 4, said Lot 'B' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.01 feet** to a point for corner in the common line of said Lot 'B' and Cherry Street;

THENCE, across said Lot 'B', **N 46° 26' 58" W**, for a distance of **354.47 feet** to a point for corner;

THENCE, across said Lot 'B' and crossing into said Lot 1, **N 38° 02' 18" E**, for a distance of **15.07 feet** to a point for corner within said Lot 1;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **355.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.122 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

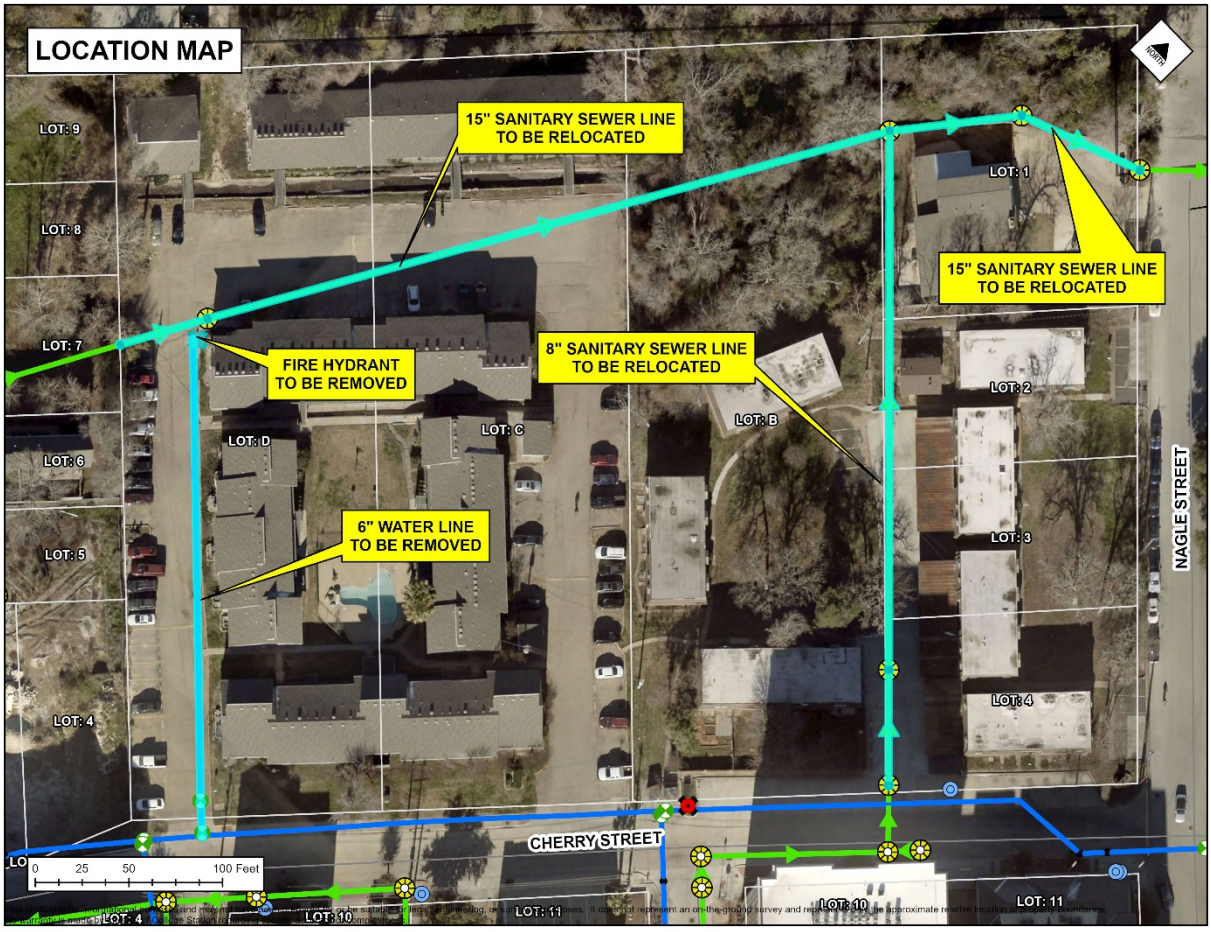
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

1 | Page

25-0916_MGB_E4.docx

Exhibit B

1. Relocation of 15” Sanitary Sewer Line that lies within the 15’ wide Sewer Easement (145/33), the 20’ wide Utility Easement (2888/337) and the 15’ wide Sewer Easement (3865/300); and
2. Relocation of the 8” Sanitary Sewer Line that lies within the 10’ wide Utility Easement (177/219) and within the 15’ wide Sewer Easement (145/33); and
3. Removal of the 8” Water Line and Fire Hydrant Assembly that lies within the 10’ wide Utility Easement (2888/337); and
4. Acceptance of the relocated 15” and 8” Sanitary Sewer Lines evidenced by filing of the Letter of Completion in the official public records for real property of the Brazos County Clerk against the Easement or the property on which the Easement is located.



May 18, 2026
Item No. 9.8.
Utility Easements - 603 Cherry St

Sponsor: Lindsey Pressler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning two utility easements totaling 0.261 acre, said easements lying over, across, and upon Lot 'C' and Lot 'D' of The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, generally located at 603 Cherry St, according to the instruments recorded in Volume 2888, Page 337 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

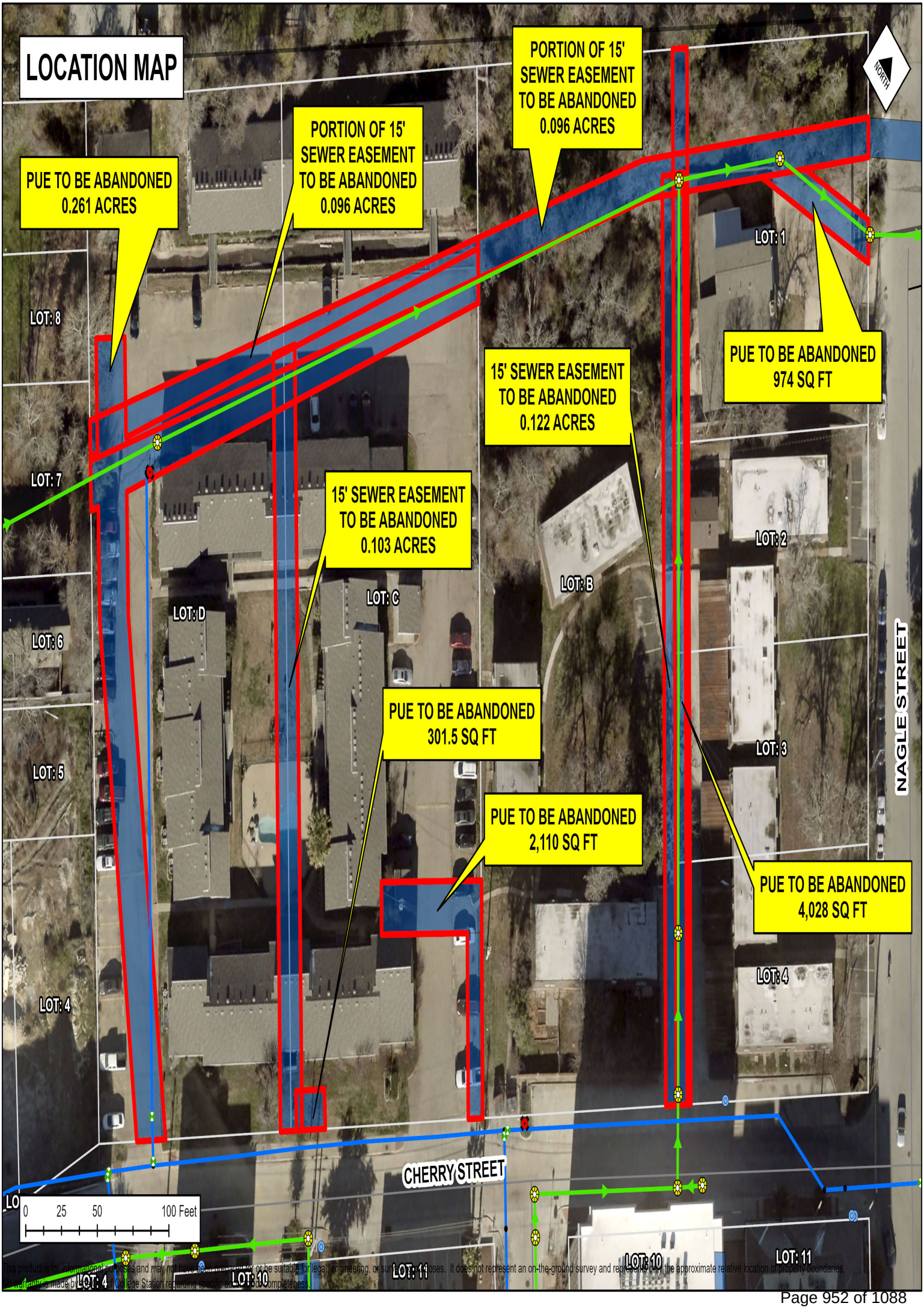
Recommendation(s): Staff recommends approval of the abandonment.

Summary: The abandonment of the utility easements is being requested by the applicant in order to build an apartment complex over existing easements on the site. The proposed layout necessitates relocating the easements and utility lines along Cherry St, Nagle St, and the northern lot lines of the The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, the Tauber Addition, and the Matt Cooley Subdivision.

The utility easements are located approximately four hundred and twenty (420) feet southwest of the intersection of Cherry St and Nagle St.

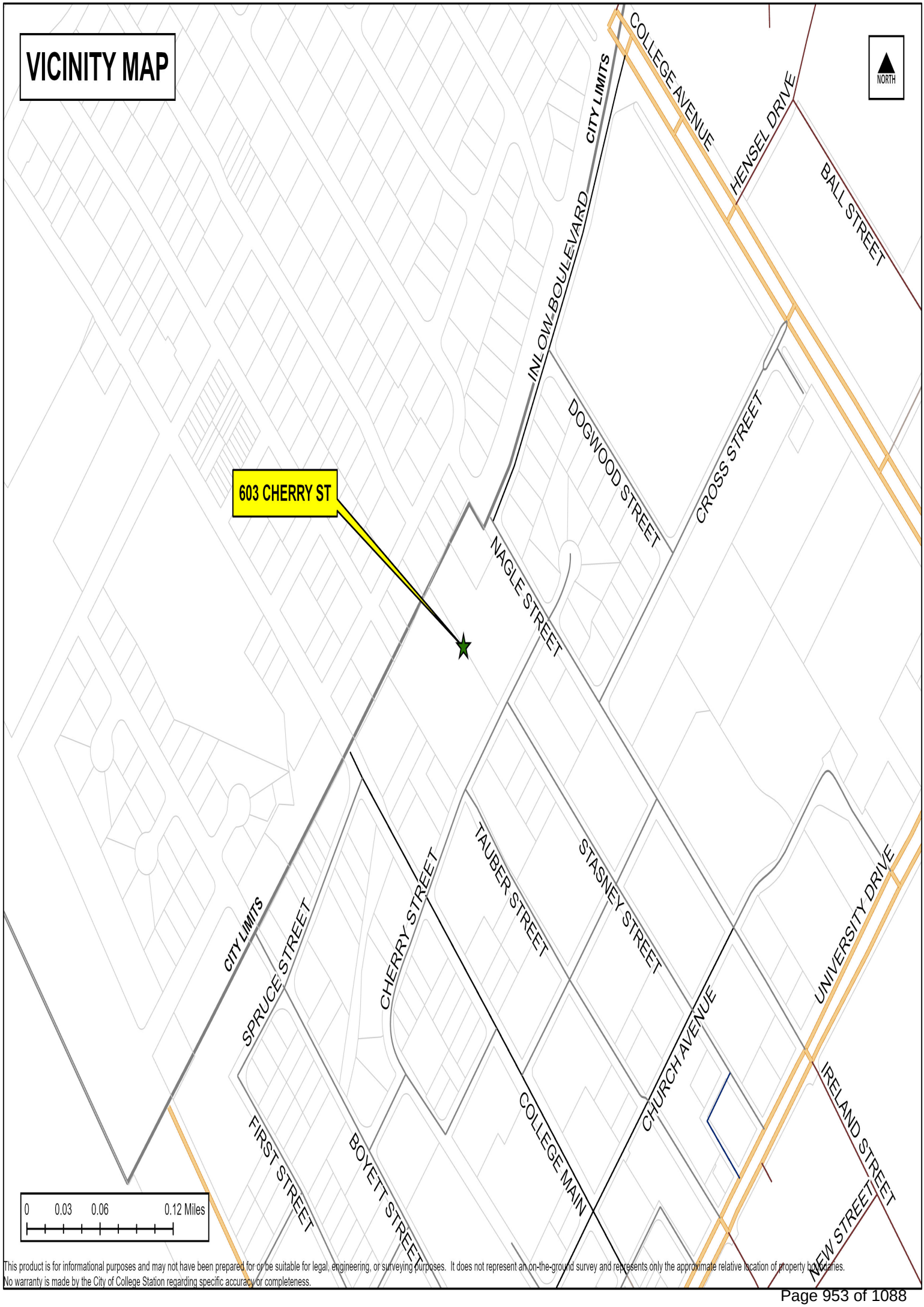
Budget & Financial Summary: N/A

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



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

VICINITY MAP



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

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

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ■ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ■ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ■ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ■ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- N/A For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ■ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

20' WIDE UTILITY EASEMENT - A (2888/337 ORBCT) ITEM 10d, 10' WIDE UTILITY EASEMENT - B (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - C (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - D (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - E (2888/337 ORBCT) ITEM 10d, 15' WIDE SEWER EASEMENT (145/33 DRBCT) ITEM 10g, 10' WIDE UTILITY EASEMENT (177/219 DRBCT) ITEM 10e

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Preston Jacks, P.E. E-mail preston.jacks@kimley-horn.com

Street Address 614 Holleman Drive E, Suite 1100

City College Station State TX Zip Code 77840

Phone Number 979-446-0780 Fax Number

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Core College Station Nagle, LLC E-mail _ Street Address:

1400 N Kingsbury, 3rd Floor City

Chicago State IL Zip Code 60642

Phone Number 8476449302 Fax Number

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

2/13/2026
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name Aggie Villas LLC E-mail _____

Street Address 12418 Boheme Dr

City Houston State TX Zip Code 77024

Reason consent was not obtained:
See below.

If objecting, points of objection:

Applicant / Developer has made several good faith attempts to communicate with the neighbor to discuss this form and City requirement. The neighbor has repeatedly refused to reasonably engage and discuss this form and the City's requirement related to the easement abandonment. As a result, the Applicant / Developer has not received a signature from the neighbor, and furthermore does not expect to receive a signature despite good faith efforts being made to obtain it.

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The easements proposed for abandonment are all on our site. None of the adjacent properties access public roadways through our site.

8. That there is no current public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

10. That all public utilities have access to serve current and future customers because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

11. Such public right-of-way/easement has been and is being used as follows:

The easements are currently used to contain existing utilities. These existing utilities will be abandoned and rerouted for the proposed development.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Chief Development Officer — 2/13/2026

Signature and title — Date

STATE OF ~~TEXAS~~ Illinois §
COUTY OF ~~BRAZOS~~ Cook § ACKNOWLEDGEMENT

Subscribed and sworn to before me, a Notary Public, this 13th day of February, 2026 by Chad Matesi.

Notary Public in and for the State of Illinois

Official Seal
MADELAINE RAUSCH FLANAGAN
Notary Public, State of Illinois
Commission No. 1015025
My Commission Expires August 7, 2029

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A **EASEMENT #1 (0.261 ACRES)**

FIELD NOTES DESCRIPTION

OF

TWO 20' WIDE UTILITY EASEMENTS

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF TWO 20' WIDE UTILITY EASEMENTS PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'D' AND 'E' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch iron pipe found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the east corner of W.C. Boyett Estate Partition, filed in Volume 100, Page 440 (DRBCT) and being the south corner of said Lot 'D', from which a 1/2 inch iron rod with a yellow plastic cap stamped "STRONG RPLS 4961" found bears S 57° 23' 16" E, a distance of 5.10 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **N 41° 50' 39" E**, for a distance of **26.26 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 02' 48" W, a distance of 1,468.20 feet;

THENCE, across said Lot 'D', for the following three (3) courses and distances:

1) **N 53° 28' 46" W**, for a distance of **200.78 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **42.85 feet** to a point for corner;
3) **S 27° 36' 51" W**, for a distance of **5.18 feet** to a point for corner in the common line of said W.C. Boyett Estate Partition and said Lot 'D';

THENCE, with the common line of said W.C. Boyett Estate Partition and said Lot 'D', **N 47° 24' 06" W**, for a distance of **20.70 feet** to a point for corner;

THENCE, across said Lot 'D' for the following four (4) courses and distances:

1) **N 27° 36' 51" E**, for a distance of **5.18 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **43.58 feet** to a point for corner;
3) **N 42° 35' 54" E**, for a distance of **20.00 feet** to a point for corner;
4) **S 47° 24' 06" E**, for a distance of **38.23 feet** to a point for corner;

THENCE, continuing across said Lot 'D', **N 27° 36' 51" E**, and passing at a distance of 115.07 feet the common line of said Lot 'D' and said Lot 'C' and continuing across said Lot 'C' for a total distance of **256.37 feet** to a point for corner in the common line of said Lot 'C' and Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **20.78 feet** to a point for corner;

THENCE, across said Lot 'C', **S 27° 36' 51" W**, and passing at a distance of 141.14 feet the common line of said Lot 'C' and said Lot 'D' and continuing across said Lot 'D' for a total distance of **256.07 feet** to a point for corner;

THENCE, continuing across said Lot 'D' for the following two (2) courses and distances:

1) **S 47° 24' 06" E**, for a distance of **47.15 feet** to a point for corner;
2) **S 53° 28' 46" E**, for a distance of **201.58 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street, from which a 3/8 inch square iron rod found bears N 41° 50' 39" E, a distance of 221.72 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.09 feet** to the **POINT OF BEGINNING** hereof and containing **0.261 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT1_S.
Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

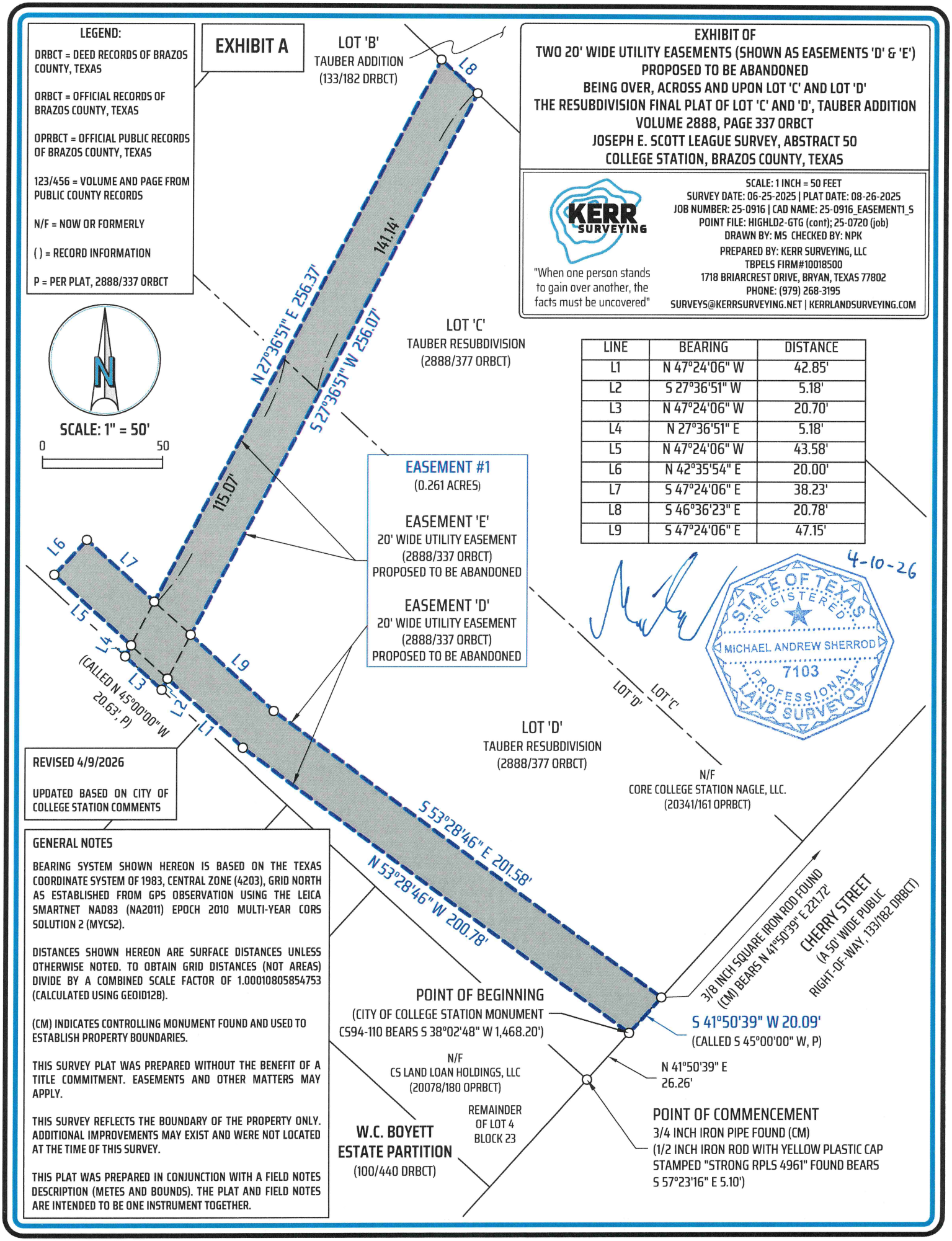

LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
P = PER PLAT, 2888/337 ORBCT
EXHIBIT A
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'D' & 'E')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT1_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
N
SCALE: 1" = 50'
0
50
L8
141.14'
N 27°36'51" E 256.37'
S 27°36'51" W 256.07'
115.07'
LOT 'C'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
LINE | BEARING | DISTANCE
L1 | N 47°24'06" W | 42.85'
L2 | S 27°36'51" W | 5.18'
L3 | N 47°24'06" W | 20.70'
L4 | N 27°36'51" E | 5.18'
L5 | N 47°24'06" W | 43.58'
L6 | N 42°35'54" E | 20.00'
L7 | S 47°24'06" E | 38.23'
L8 | S 46°36'23" E | 20.78'
L9 | S 47°24'06" E | 47.15'
EASEMENT #1
(0.261 ACRES)
EASEMENT 'E'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
EASEMENT 'D'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
L6
L7
L5
L4
L3
L2
L1
L9
(CALLED N 45°00'00" W 20.63', P)
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
LOT 'D'
LOT 'C'
LOT 'D'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
S 53°28'46" E 201.58'
N 53°28'46" W 200.78'
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°02'48" W 1,468.20')
N/F
CS LAND LOAN HOLDINGS, LLC
(20078/180 OPRBCT)
REMAINDER OF LOT 4 BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
3/8 INCH SQUARE IRON ROD FOUND (CM) BEARS N 41°50'39" E 221.72'
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
S 41°50'39" W 20.09'
(CALLED S 45°00'00" W, P)
N 41°50'39" E 26.26'
POINT OF COMMENCEMENT
3/4 INCH IRON PIPE FOUND (CM)
(1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STRONG RPLS 4961" FOUND BEARS S 57°23'16" E 5.10')

EXHIBIT A **EASEMENT #2 (~301.5 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENT 'C' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C';

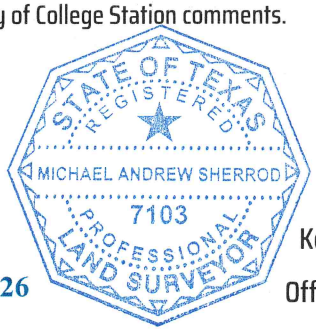
THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **110.03 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 21' 33" W, a distance of 1,599.71 feet;

THENCE, continuing with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.00 feet** to a point for corner , from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 138.04 feet;

THENCE, across said Lot 'C', for the following three (3) courses and distances:

1) **N 48° 11' 07" W**, for a distance of **15.07 feet** to a point for corner;
2) **N 41° 48' 53" E**, for a distance of **20.00 feet** to a point for corner;
3) **S 48° 11' 07" E**, for a distance of **15.08 feet** to the **POINT OF BEGINNING** hereof and containing **301.5 square feet**, more or less.

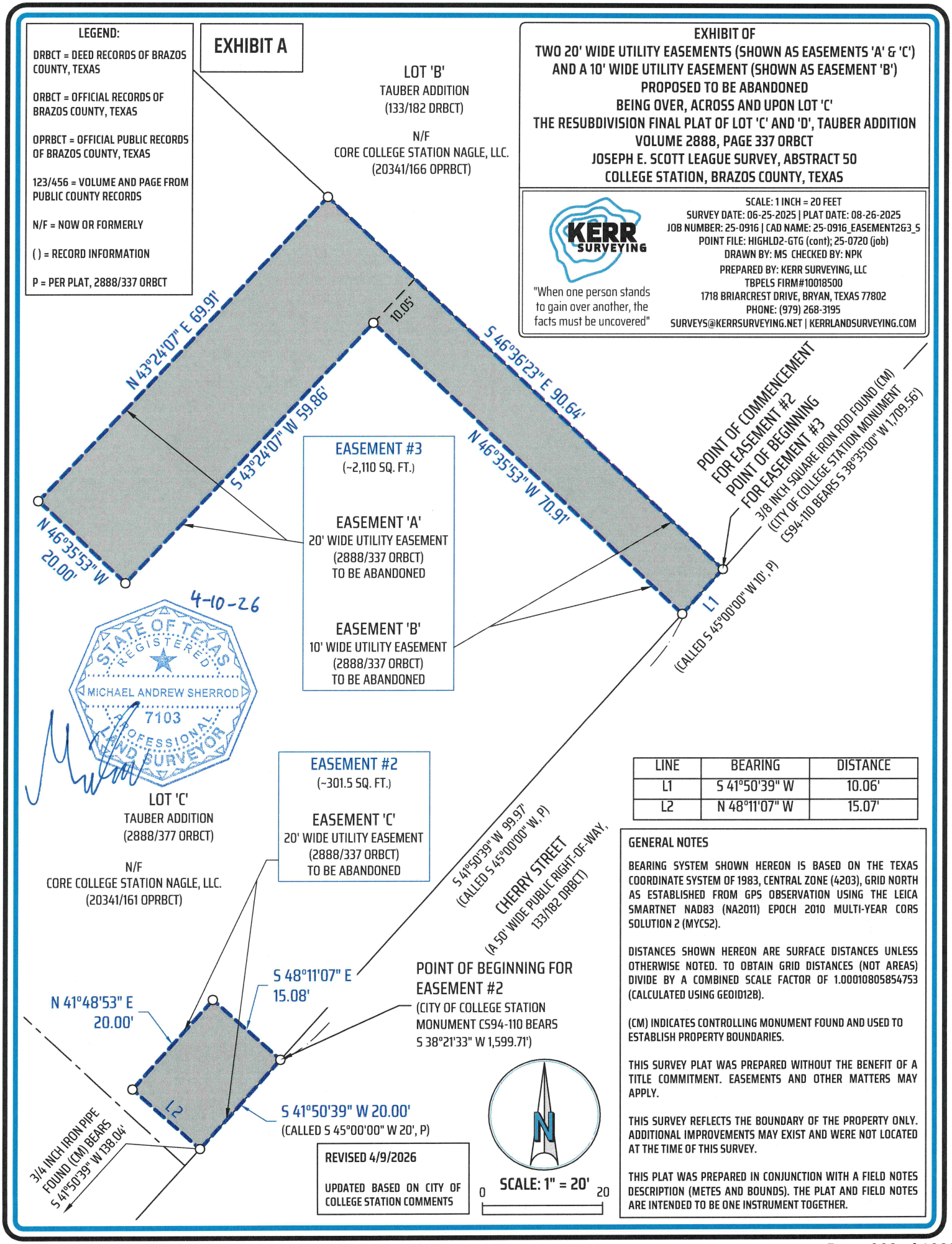
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #3 (~2,110 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'A' AND 'B' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C', from which the City of College Station Monument CS94-110 bears S 38° 35' 00" W, a distance of 1,709.56 feet;

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.06 feet** to a point for corner, from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 258.01 feet;

THENCE, across said Lot 'C' for the following four (4) courses and distances:

1) **N 46° 35' 53" W**, for a distance of **70.91 feet** to a point for corner;
2) **S 43° 24' 07" W**, for a distance of **59.86 feet** to a point for corner;
3) **N 46° 35' 53" W**, for a distance of **20.00 feet** to a point for corner;
4) **N 43° 24' 07" E**, for a distance of **69.91 feet** to a point for corner in the common line of said Lot 'B' and said Lot 'C' and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **90.64 feet** to the **POINT OF BEGINNING** hereof and containing **2,110 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

LEGEND:

ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C') AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B') PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 ORBCT)

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

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EXHIBIT A **EASEMENT #4 (0.122 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT), for the east corner of said Lot 4;

THENCE, with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **126.70 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 50' 06" W, a distance of 1,852.40 feet;

THENCE, continuing with the common line of said Lot 4, said Lot 'B' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.01 feet** to a point for corner in the common line of said Lot 'B' and Cherry Street;

THENCE, across said Lot 'B', **N 46° 26' 58" W**, for a distance of **354.47 feet** to a point for corner;

THENCE, across said Lot 'B' and crossing into said Lot 1, **N 38° 02' 18" E**, for a distance of **15.07 feet** to a point for corner within said Lot 1;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **355.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.122 acres**, more or less.

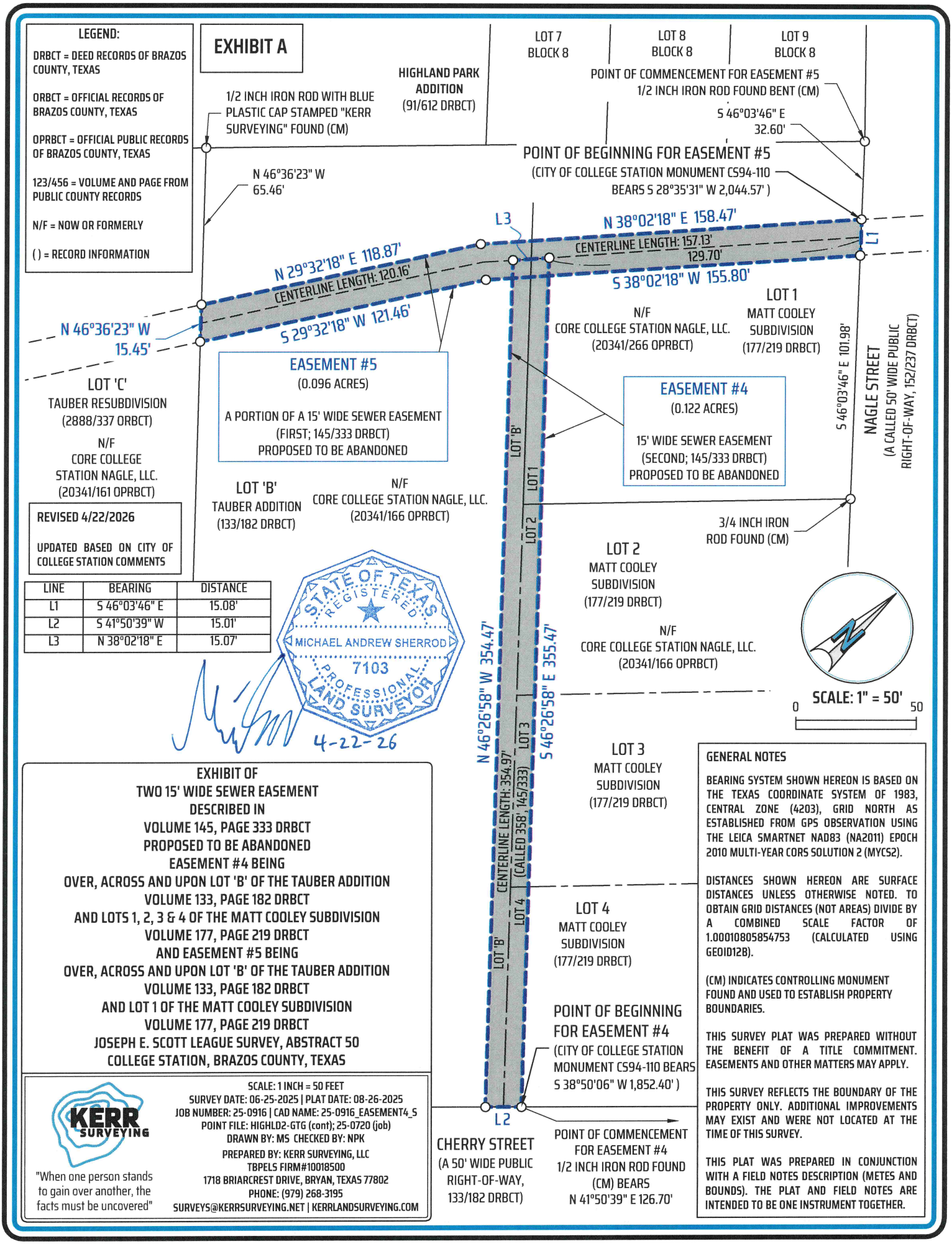
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Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
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LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 7 BLOCK 8
LOT 8 BLOCK 8
LOT 9 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #5
1/2 INCH IRON ROD FOUND BENT (CM)
S 46°03'46" E 32.60'
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
POINT OF BEGINNING FOR EASEMENT #5
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 28°35'31" W 2,044.57')
N 46°36'23" W 65.46'
L3
N 38°02'18" E 158.47'
CENTERLINE LENGTH: 157.13'
129.70'
L1
N 29°32'18" E 118.87'
CENTERLINE LENGTH: 120.16'
S 38°02'18" W 155.80'
S 29°32'18" W 121.46'
N 46°36'23" W 15.45'
LOT 1
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/266 OPRBCT)
S 46°03'46" E 101.98'
NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)
EASEMENT #5
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
EASEMENT #4
(0.122 ACRES)
15' WIDE SEWER EASEMENT
(SECOND; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'B'
LOT 1
LOT 2
LOT 3
LOT 4
3/4 INCH IRON ROD FOUND (CM)
LOT 2
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N 46°26'58" W 354.47'
S 46°26'58" E 355.47'
CENTERLINE LENGTH: 354.97'
(CALLED 358'; 145/333)
LOT 3
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
LOT 4
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
POINT OF BEGINNING FOR EASEMENT #4
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°50'06" W 1,852.40')
L2
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #4
1/2 INCH IRON ROD FOUND (CM) BEARS N 41°50'39" E 126.70'
SCALE: 1" = 50'
0
50
REVISED 4/22/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
LINE | BEARING | DISTANCE
L1 | S 46°03'46" E | 15.08'
L2 | S 41°50'39" W | 15.01'
L3 | N 38°02'18" E | 15.07'
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
4-22-26
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
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KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and Nagle Street, **S 46° 03' 46" E**, for a distance of **32.60 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 28° 35' 31" W, a distance of 2,044.57 feet;

THENCE, continuing with the common line of said Lot 1, **S 46° 03' 46" E**, for a distance of **15.08 feet** to a point for corner, from which a 3/4 inch iron rod found bears S 46° 03' 46" E, a distance of 101.98 feet;

THENCE, across said Lot 1 and crossing into said Lot 'B', **S 38° 02' 18" W**, for a distance of **155.80 feet** to a point for corner within said Lot 'B';

THENCE, continuing across said Lot 'B', **S 29° 32' 18" W**, for a distance of **121.46 feet** to a point for corner in the common line of said Lot 'B' and Lot 'C' of the Tauber Resubdivision filed in Volume 2888, Page 337 of the Official Records of Brazos County, Texas (ORBCT);

THENCE, with the common line of said Lot 'B' and said Lot 'C', **N 46° 36' 23" W**, for a distance of **15.45 feet** to a point for corner, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears N 46° 36' 23" W, a distance of 65.46 feet;

THENCE, across said Lot 'B', **N 29° 32' 18" E**, for a distance of **118.87 feet** to a point for corner;

THENCE, across said Lot 'B' and said Lot 1, **N 38° 02' 18" E**, for a distance of **158.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

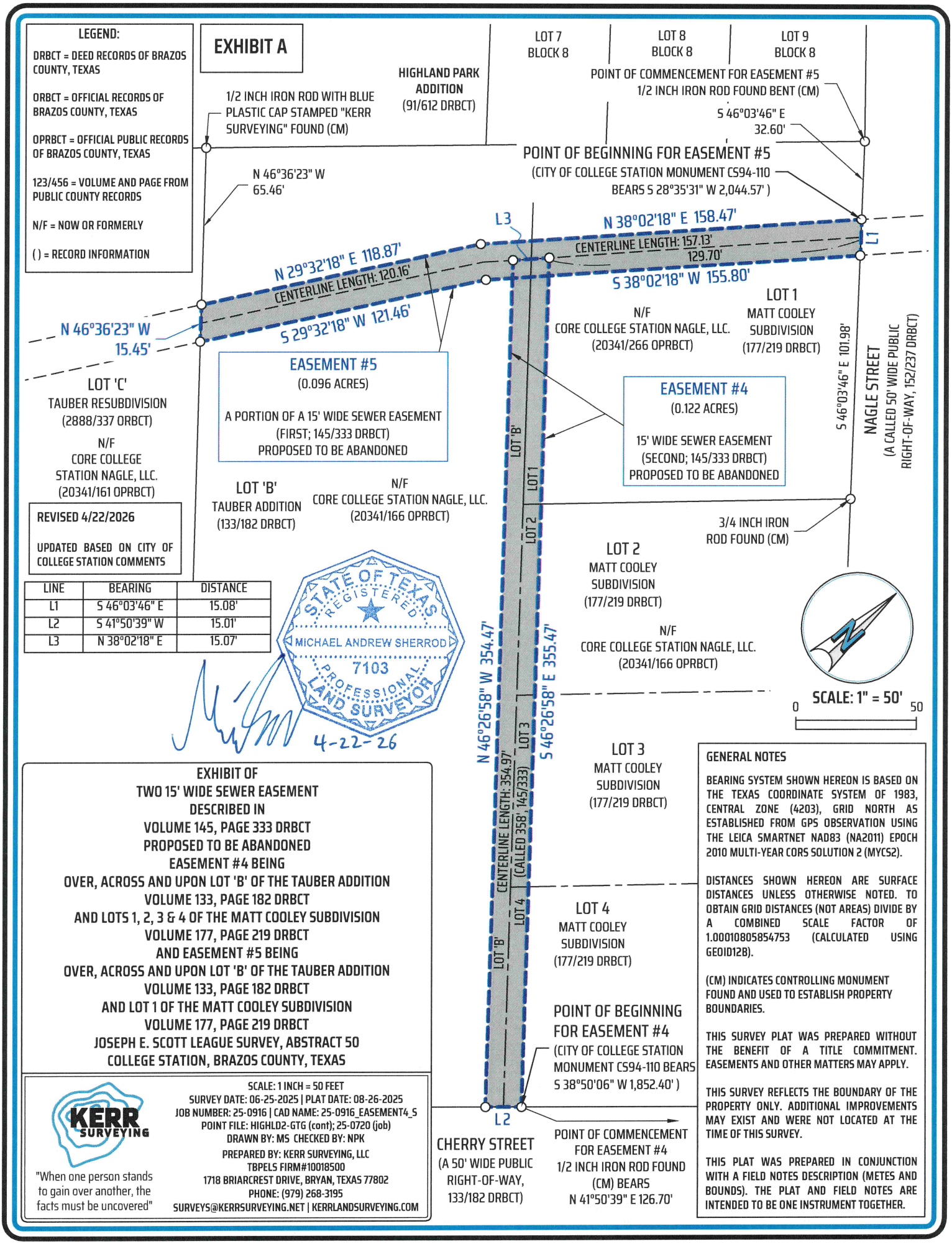


4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500


LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 7 BLOCK 8
LOT 8 BLOCK 8
LOT 9 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #5
1/2 INCH IRON ROD FOUND BENT (CM)
S 46°03'46" E 32.60'
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
POINT OF BEGINNING FOR EASEMENT #5
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 28°35'31" W 2,044.57')
N 46°36'23" W 65.46'
L3
N 38°02'18" E 158.47'
CENTERLINE LENGTH: 157.13'
129.70'
L1
N 29°32'18" E 118.87'
CENTERLINE LENGTH: 120.16'
S 38°02'18" W 155.80'
S 29°32'18" W 121.46'
N 46°36'23" W 15.45'
LOT 1
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/266 OPRBCT)
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
S 46°03'46" E 101.98'
NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)
EASEMENT #5
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
EASEMENT #4
(0.122 ACRES)
15' WIDE SEWER EASEMENT
(SECOND; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'B'
LOT 1
LOT 2
LOT 3
LOT 4
3/4 INCH IRON ROD FOUND (CM)
LOT 2
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N 46°26'58" W 354.47'
S 46°26'58" E 355.47'
CENTERLINE LENGTH: 354.97'
(CALLED 358', 145/333)
LOT 3
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
LOT 4
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
POINT OF BEGINNING FOR EASEMENT #4
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°50'06" W 1,852.40')
L2
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #4
1/2 INCH IRON ROD FOUND (CM) BEARS
N 41°50'39" E 126.70'
SCALE: 1" = 50'
0
50
REVISED 4/22/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
LINE | BEARING | DISTANCE
L1 | S 46°03'46" E | 15.08'
L2 | S 41°50'39" W | 15.01'
L3 | N 38°02'18" E | 15.07'
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
4-22-26
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 10' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT HAVING BEEN DEDICATED PER MATT COOLEY SUBDIVISION PLAT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and said Highland Park Addition, **S 41° 12' 57" W**, for a distance of **126.97 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 26° 50' 04" W, a distance of 1,930.20 feet;

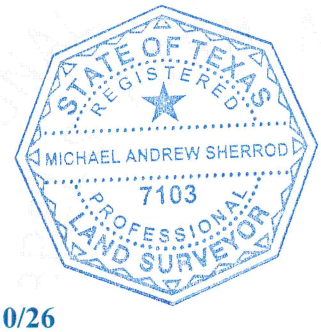
THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **402.82 feet** to a point for corner in the common line of said Lot 4 and Cherry Street (a 50' wide public right-of-way, 133/182 DRBCT) and being the east corner hereof;

THENCE with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.00 feet** to a point for corner, for the south corner of said Lot 4 and being the east corner of Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT);

THENCE, with the common line of said Lot 'B' and said Matt Cooley Subdivision, **N 46° 26' 58" W**, for a distance of **402.71 feet** to a point for corner in the southeast line of said Highland Park Addition, for the north corner of said Lot 'B' and being the west corner of said Lot 1, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears S 41° 12' 57" W, a distance of 136.71 feet;

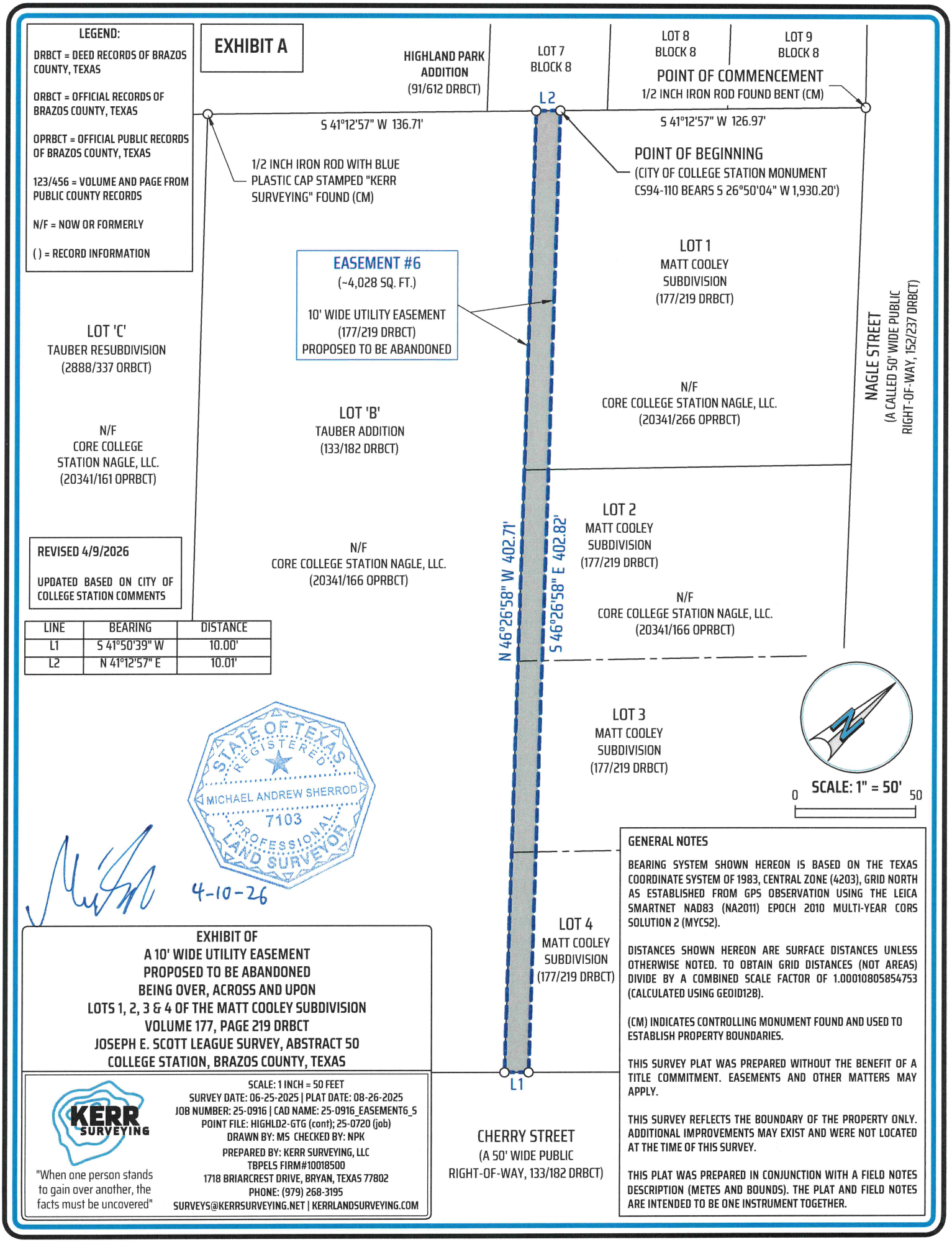
THENCE, with the common line of said Highland Park Addition and said Lot 1, **N 41° 12' 57" E**, for a distance of **10.01 feet** to the **POINT OF BEGINNING** hereof and containing **4,028 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT6_S.
Revised 04/09/2026: Updated per City of College Station comments.



4/10/26
Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.00'
L2	N 41°12'57" E	10.01'

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR

4-10-26

EXHIBIT OF
A 10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON
LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT6_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

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EXHIBIT A **EASEMENT #7 (0.103 ACRES)**

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, of the Deed Records of Brazos County, Texas; DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT);

THENCE, with the northwest line of Cherry Street, **S 41° 50' 39" W**, for a distance of **396.04 feet** to a point for corner in the common line of said Lot 'C' and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 19' 24" W, a distance of 1,583.49 feet;

THENCE, continuing with the common line of said Lot 'C', said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.00 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street;

THENCE, across said Lot 'D', **N 47° 02' 17" W**, for a distance of **296.44 feet** to a point for corner;

THENCE, across said Lot 'D' and crossing into said Lot 'C', **N 29° 32' 18" E**, for a distance of **15.42 feet** to a point for corner within said Lot 'C';

THENCE, across said Lot 'C', **S 47° 02' 17" E**, for a distance of **299.73 feet** to the **POINT OF BEGINNING** hereof and containing **0.103 acres**, more or less.

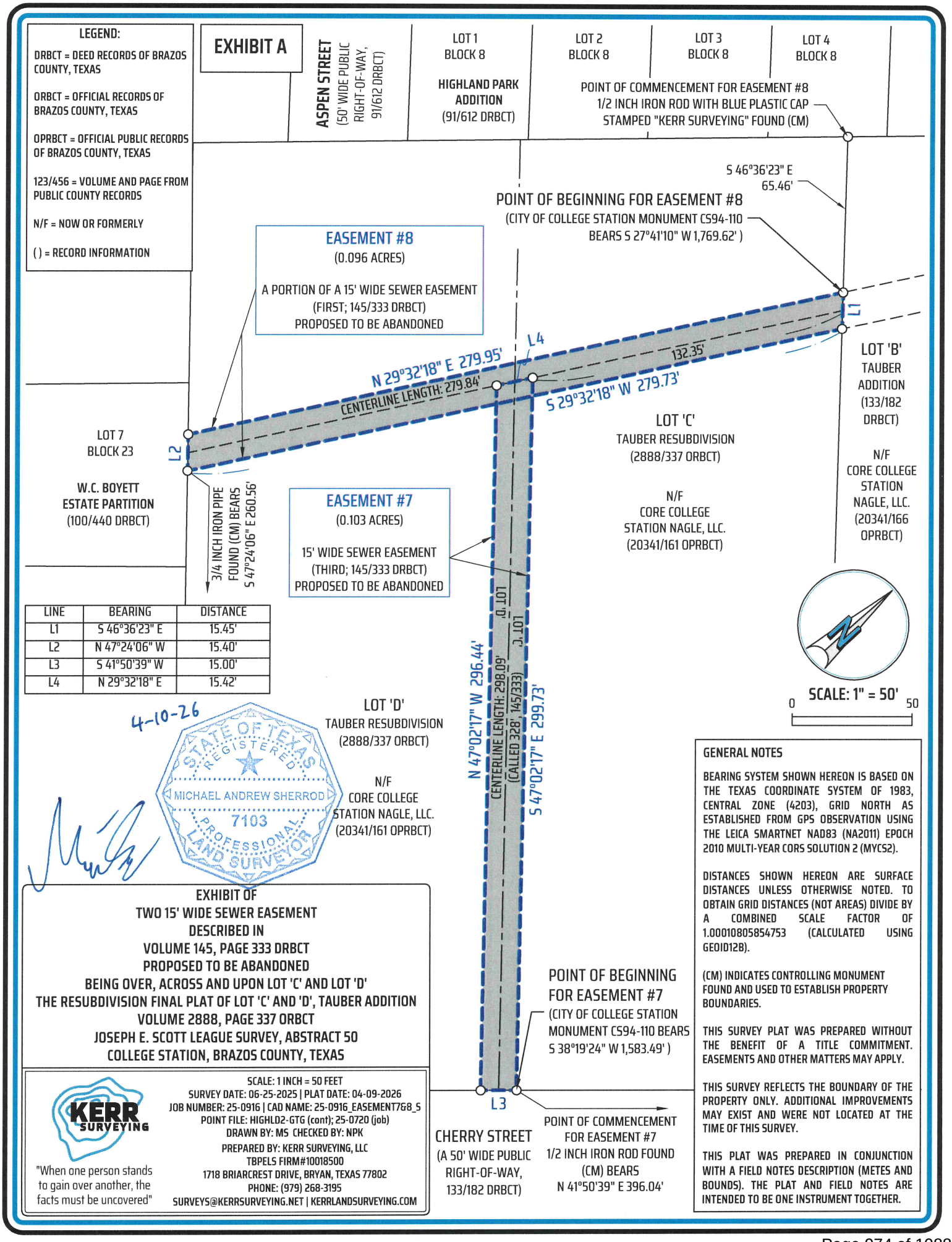
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STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

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LINE	BEARING	DISTANCE
L1	S 46°36'23" E	15.45'
L2	N 47°24'06" W	15.40'
L3	S 41°50'39" W	15.00'
L4	N 29°32'18" E	15.42'

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

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EXHIBIT A **EASEMENT #8 (0.096 ACRES)**

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with blue plastic cap stamped 'KERR SURVEYING' on the southeast line of Lot 4, Block 8, Highland Park Addition filed in Volume 91, Page 612 of the Deed Records of Brazos County, Texas (DRBCT) marking the northwest common corner of said Lots 'C' and 'D';

THENCE, S 46° 36' 23" E with the common line of said Lots 'C' and 'D' a distance of 65.46 feet to a point for corner in said common line being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 27° 41' 10" W, a distance of 1,769.62 feet;

THENCE, with said common line, **S 46° 36' 23" E,** for a distance of **15.45 feet** to a point for corner in said common line;

THENCE, over, across, and upon said Lots 'C' and 'D', **S 29° 32' 18" W,** for a distance of **279.73 feet** to a point for corner in the northeast line of Lot 7, Block 23, W.C. Boyett Estate Partition filed in Volume 100, Page 440 (DRBCT) and the southwest line of said Lot 'D', from which a 3/4 inch iron pipe found bears S 47° 24' 06" E a distance of 260.56 feet;

THENCE, with said Lot 7, Block 23 and said Lot 'D', **N 47° 24' 06" W,** for a distance of **15.40 feet** to a point for corner;

THENCE, over, across, and upon said Lots 'D' and 'C', **N 29° 32' 18" E,** for a distance of **279.95 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

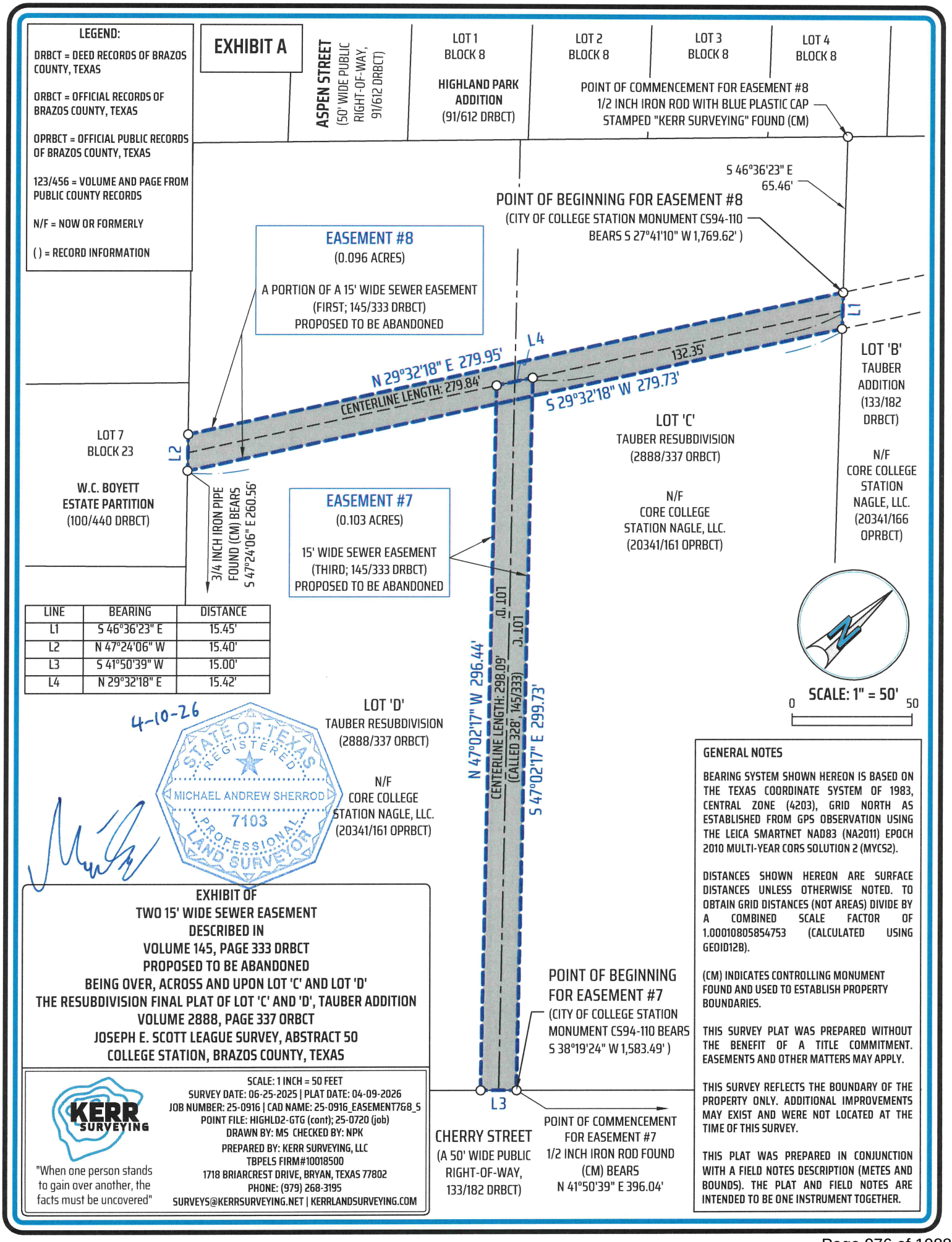
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Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 46°36'23" E	15.45'
L2	N 47°24'06" W	15.40'
L3	S 41°50'39" W	15.00'
L4	N 29°32'18" E	15.42'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A

FIELD NOTES DESCRIPTION

OF A

15' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE 15 FOOT UTILITY EASEMENT RECORDED IN VOLUME 3865, PAGE 300 OPRBCT OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the northeast line of said Lot 1 and on the southwest right-of-way of Nagle Street (called 50 foot wide public right-of-way, 152/237 DRBCT) from which the City of College Station monument CS94-110 bears S 29° 39' 14" W a distance of 2,034.57 feet; also from which a 1/2 inch iron rod found bent on said southwest right-of-way marking the north corner of said Lot 1 bears N 46° 03' 46" W a distance of 71.71 feet;

THENCE, with said right-of-way common with said northeast line of Lot 1, **S 46° 03' 46" E a distance of 16.38 feet** to a point from which a 3/4 inch iron rod found bears S 46° 03' 46" E a distance of 61.58 feet;

THENCE, over, across, and upon said Lot 1 for the following three (3) courses and distances:

1) **S 67° 37' 22" W a distance of 81.41 feet** to a point on the southeast line of another 15-foot wide sewer easement (145/333 DRBCT);
2) **N 38° 02' 18" E** with said southeast line of 15-foot wide sewer easement (145/333 DRBCT) **a distance of 30.38 feet;**

3) **N 67° 37' 22" E** a distance of **48.41 feet** to the **POINT OF BEGINNING** hereof and containing **974 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared October 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-1194-S Abandon Esmt.



4/20/26

Michael Andrew Sherrod

Registered Professional Land Surveyor No. 7103

Revised labels per city request 4-2-2026

Revised to add "Exhibit A" per city request 4-20-2026

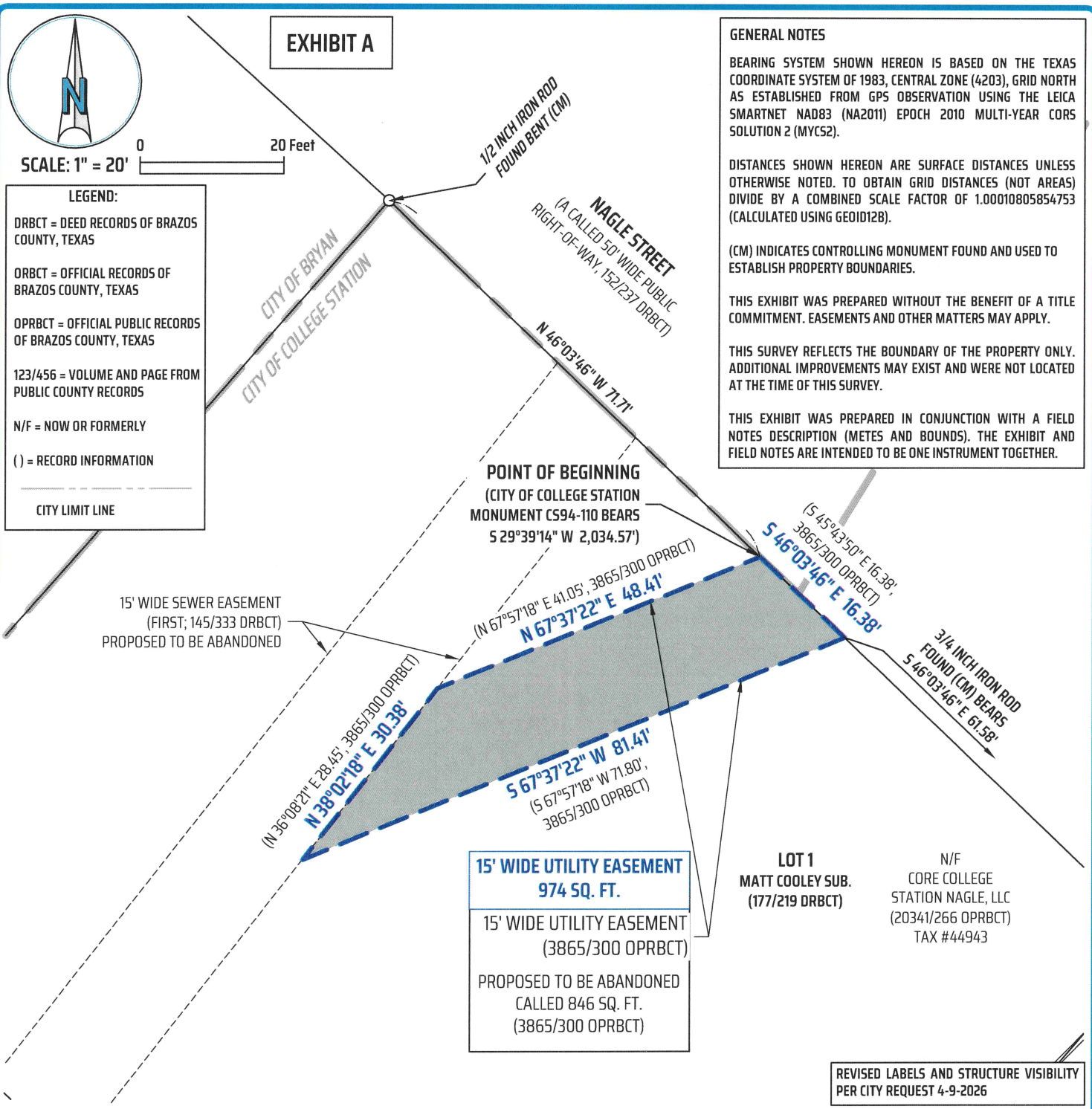
KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT A



LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

CITY LIMIT LINE

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE EXHIBIT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

REVISED LABELS AND STRUCTURE VISIBILITY PER CITY REQUEST 4-9-2026

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4-10-26

EXHIBIT OF
A 15' WIDE UTILITY EASEMENT DEDICATED IN VOLUME 3865, PAGE 300, OPRBCT, PROPOSED TO BE ABANDONED BEING OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUB. VOLUME 177, PAGE 219, DRBCT JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50 COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
FIELD SURVEY DATE: 06-25-2025 | PLAT DATE: 10-03-2025
JOB NUMBER: 25-1194 | CAD NAME: 25-1194-S Abandon Esmt
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: TJF CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



Core Spaces NG SH - Easement Abandonment Exhibit

College Station, Texas
APRIL 2026

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: Michael R Zwernemann

Title: OSP Engineer

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: Construction Ops Lead

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____ (Eric Armke)

Title: Electrical Engineer

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: GENERAL MANAGER

Location: *603 Cherry St - ABAN2026-000002*

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter
City Engineer
City of College Station

Brian Binford
Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

William Glenn Gavit
Electric Department
City of College Station

Water Services Department
City of College Station

Emily Fisher
Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Cale Kobza

ADDRESS: 21 Lakeside Lane

Hockley, TX 77447

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING TWO UTILITY EASEMENTS TOTALING 0.261 ACRES, SAID EASEMENTS LYING OVER, ACROSS, AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, ACCORDING TO THE INSTRUMENTS RECORDED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of two Utility Easements totaling 0.261 acres, said easements lying over, across, and upon Lot 'C' and Lot 'D' of the Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, according to the instruments recorded in Volume 2888, Page 337, of the Official Records of Brazos County, Texas, as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Easements"); and

WHEREAS, in order for the Easements to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easements described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easements will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Easements.

3. There is no anticipated future public need or use for the Easements.

4. Abandonment of the Easements will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easements as described in **Exhibit "A"** are abandoned and vacated by the City contingent and effective upon satisfying all of the conditions described in **Exhibit "B"** attached hereto and made a part of this ordinance for all purposes.

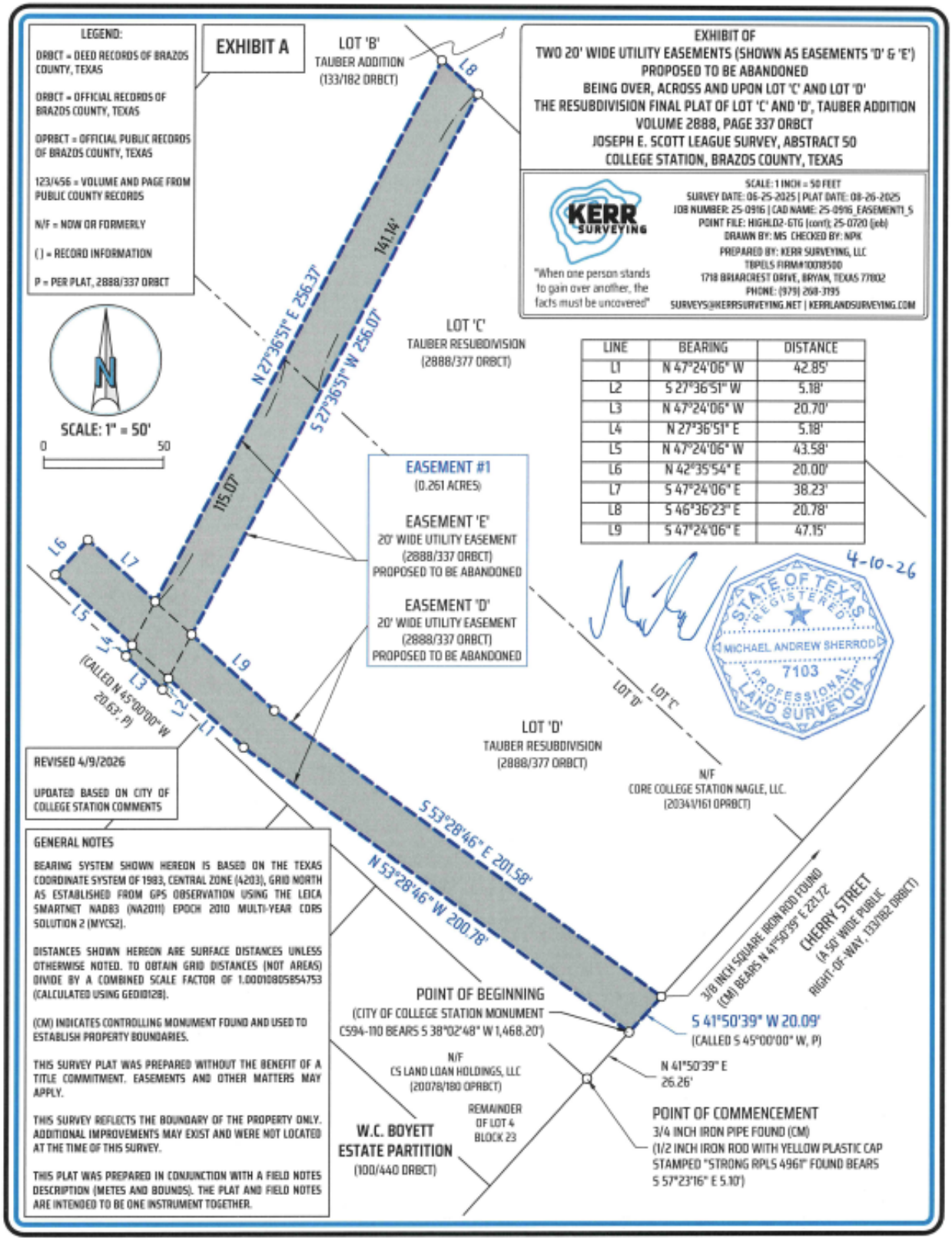
PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney


EXHIBIT A
LEGEND:
ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
P = PER PLAT, 2888/337 ORBCT
EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'D' & 'E')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT1_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (ob)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3795
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
LOT 'B'
TAUBER ADDITION
(133/182 ORBCT)
LOT 'C'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
LOT 'D'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
N/F
CS LAND LOAN HOLDINGS, LLC
(20078/180 OPRBCT)
W.C. BOYETT
ESTATE PARTITION
(100/440 ORBCT)
REMAINDER
OF LOT 4
BLOCK 23
CHERRY STREET
(A 50' WIDE PUBLIC
RIGHT-OF-WAY, 133/182 ORBCT)
N 27°36'51" E 256.37'
141.14'
S 27°36'51" W 256.07'
115.07'
S 53°28'46" E 201.58'
N 53°28'46" W 200.78'
S 41°50'39" W 20.09'
(CALLED S 45°00'00" W, P)
N 41°50'39" E
26.26'
3/8 INCH SQUARE IRON ROD FOUND
(CM) BEARS N 41°50'39" E 221.72'
(CALLED N 45°00'00" W
20.63', P)
SCALE: 1" = 50'
0
50
EASEMENT #1
(0.261 ACRES)
EASEMENT 'E'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
EASEMENT 'D'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
LOT 'D'
LOT 'C'
L1 N 47°24'06" W 42.85'
L2 S 27°36'51" W 5.18'
L3 N 47°24'06" W 20.70'
L4 N 27°36'51" E 5.18'
L5 N 47°24'06" W 43.58'
L6 N 42°35'54" E 20.00'
L7 S 47°24'06" E 38.23'
L8 S 46°36'23" E 20.78'
L9 S 47°24'06" E 47.15'
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
4-10-26
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEO10128).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT
C594-110 BEARS S 38°02'48" W 1,468.20')
POINT OF COMMENCEMENT
3/4 INCH IRON PIPE FOUND (CM)
(1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP
STAMPED "STRONG RPLS 4961" FOUND BEARS
S 57°23'16" E 5.10')

KERR SURVEYING

EXHIBIT A **EASEMENT #1 (0.261 ACRES)**

FIELD NOTES DESCRIPTION
OF
TWO 20' WIDE UTILITY EASEMENTS
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF TWO 20' WIDE UTILITY EASEMENTS PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'D' AND 'E' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch iron pipe found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the east corner of W.C. Boyett Estate Partition, filed in Volume 100, Page 440 (ORBCT) and being the south corner of said Lot 'D', from which a 1/2 inch iron rod with a yellow plastic cap stamped "STRONG RPLS 4961" found bears S 57° 23' 16" E, a distance of 5.10 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **N 41° 50' 39" E**, for a distance of **26.26 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-110 bears S 38° 02' 48" W, a distance of 1,468.20 feet;

THENCE, across said Lot 'D', for the following three (3) courses and distances:

1) **N 53° 28' 46" W**, for a distance of **200.78 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **42.85 feet** to a point for corner;
3) **S 27° 36' 51" W**, for a distance of **5.18 feet** to a point for corner in the common line of said W.C. Boyett Estate Partition and said Lot 'D';

THENCE, with the common line of said W.C. Boyett Estate Partition and said Lot 'D', **N 47° 24' 06" W**, for a distance of **20.70 feet** to a point for corner;

THENCE, across said Lot 'D' for the following four (4) courses and distances:

1) **N 27° 36' 51" E**, for a distance of **5.18 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **43.58 feet** to a point for corner;
3) **N 42° 35' 54" E**, for a distance of **20.00 feet** to a point for corner;
4) **S 47° 24' 06" E**, for a distance of **38.23 feet** to a point for corner;

EASEMENT #1 (0.261 ACRES)

THENCE, continuing across said Lot 'D', **N 27° 36' 51" E**, and passing at a distance of 115.07 feet the common line of said Lot 'D' and said Lot 'C' and continuing across said Lot 'C' for a total distance of **256.37 feet** to a point for corner in the common line of said Lot 'C' and Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **20.78 feet** to a point for corner;

THENCE, across said Lot 'C', **S 27° 36' 51" W**, and passing at a distance of 141.14 feet the common line of said Lot 'C' and said Lot 'D' and continuing across said Lot 'D' for a total distance of **256.07 feet** to a point for corner;

THENCE, continuing across said Lot 'D' for the following two (2) courses and distances:

1) **S 47° 24' 06" E**, for a distance of **47.15 feet** to a point for corner;
2) **S 53° 28' 46" E**, for a distance of **201.58 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street, from which a 3/8 inch square iron rod found bears N 41° 50' 39" E, a distance of 221.72 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.09 feet** to the **POINT OF BEGINNING** hereof and containing **0.261 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT1_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

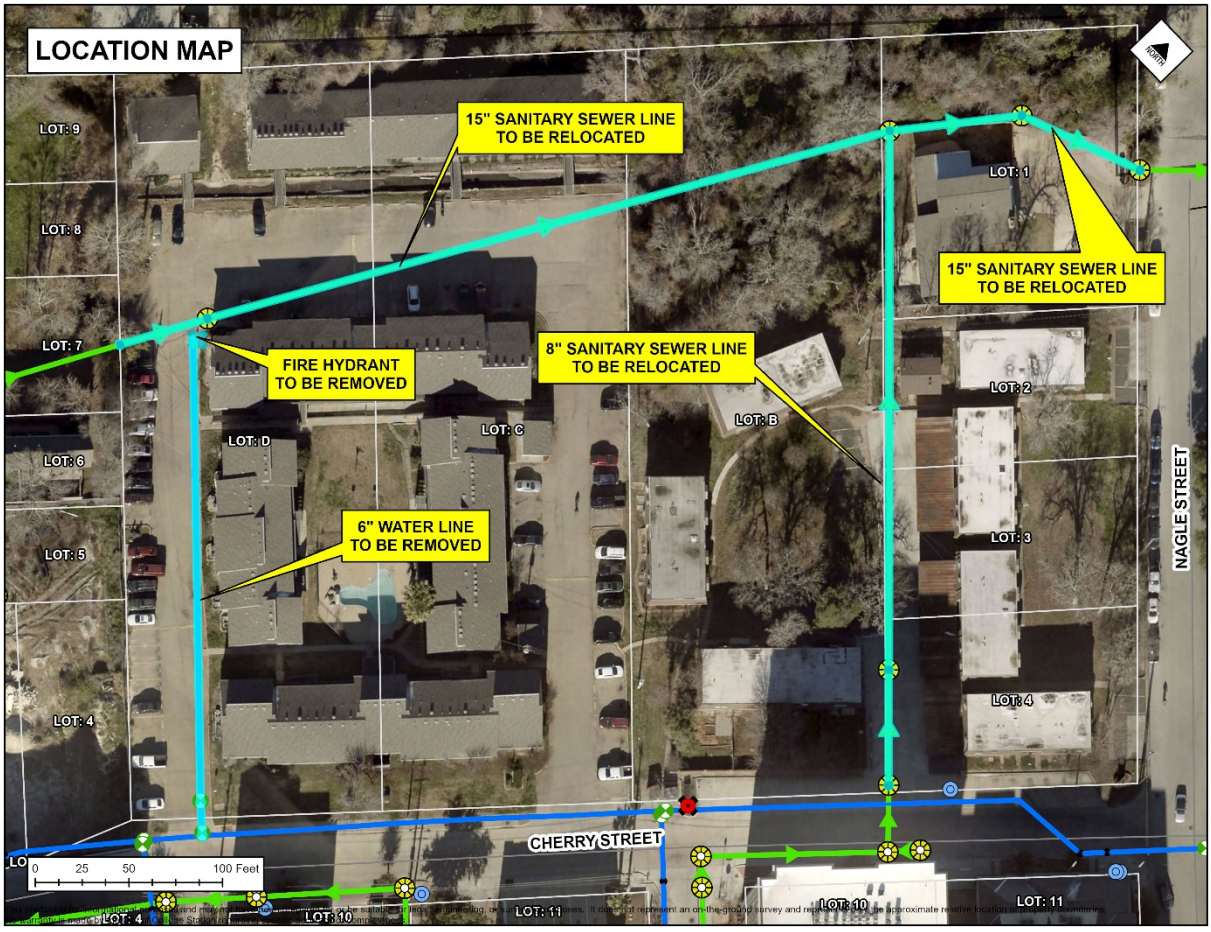
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

2 | Page

25-0916_M&B_E1.docx

Exhibit B

1. Relocation of 15” Sanitary Sewer Line that lies within the 15’ wide Sewer Easement (145/33), the 20’ wide Utility Easement (2888/337) and the 15’ wide Sewer Easement (3865/300); and
2. Relocation of the 8” Sanitary Sewer Line that lies within the 10’ wide Utility Easement (177/219) and within the 15’ wide Sewer Easement (145/33); and
3. Removal of the 8” Water Line and Fire Hydrant Assembly that lies within the 10’ wide Utility Easement (2888/337); and
4. Acceptance of the relocated 15” and 8” Sanitary Sewer Lines evidenced by filing of the Letter of Completion in the official public records for real property of the Brazos County Clerk against the Easement or the property on which the Easement is located.



May 18, 2026
Item No. 9.9.
Utility Easement - 603 Cherry

Sponsor: Lindsey Pressler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 974 sq-ft 15-ft-wide Utility Easement, said easement lying over, across, and upon Lots 1 of the Matt Cooley Subdivision, according to the instruments recorded in Volume 3865, Page 300 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary: The abandonment of the utility easements is being requested by the applicant in order to build an apartment complex over existing easements on the site. The proposed layout necessitates relocating the easements and utility lines along Cherry St, Nagle St, and the northern lot lines of the The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, the Tauber Addition, and the Matt Cooley Subdivision.

The utility easement is located approximately three hundred forty feet (340 ft) northwest from the intersection of Nagle and Cherry.

Budget & Financial Summary: N/A

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

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

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ■ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ■ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ■ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ■ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- N/A For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ■ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

20' WIDE UTILITY EASEMENT - A (2888/337 ORBCT) ITEM 10d, 10' WIDE UTILITY EASEMENT - B (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - C (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - D (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - E (2888/337 ORBCT) ITEM 10d, 15' WIDE SEWER EASEMENT (145/33 DRBCT) ITEM 10g, 10' WIDE UTILITY EASEMENT (177/219 DRBCT) ITEM 10e

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Preston Jacks, P.E. E-mail preston.jacks@kimley-horn.com

Street Address 614 Holleman Drive E, Suite 1100

City College Station State TX Zip Code 77840

Phone Number 979-446-0780 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Core College Station Nagle, LLC E-mail _ Street Address: _____

1400 N Kingsbury, 3rd Floor City

Chicago State IL Zip Code 60642

Phone Number 8476449302 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

2/13/2026
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name Aggie Villas LLC E-mail _____

Street Address 12418 Boheme Dr

City Houston State TX Zip Code 77024

Reason consent was not obtained:
See below.

If objecting, points of objection:

Applicant / Developer has made several good faith attempts to communicate with the neighbor to discuss this form and City requirement. The neighbor has repeatedly refused to reasonably engage and discuss this form and the City's requirement related to the easement abandonment. As a result, the Applicant / Developer has not received a signature from the neighbor, and furthermore does not expect to receive a signature despite good faith efforts being made to obtain it.

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The easements proposed for abandonment are all on our site. None of the adjacent properties access public roadways through our site.

8. That there is no current public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

10. That all public utilities have access to serve current and future customers because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

11. Such public right-of-way/easement has been and is being used as follows:

The easements are currently used to contain existing utilities. These existing utilities will be abandoned and rerouted for the proposed development.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Chief Development Officer — 2/13/2026

Signature and title — Date

STATE OF ~~TEXAS~~ Illinois §
§ ACKNOWLEDGEMENT
COUTY OF ~~BRAZOS~~ Cook §

Subscribed and sworn to before me, a Notary Public, this 13th day of February, 2026 by Chad Mates.

Notary Public in and for the State of Illinois

Official Seal
MADELAINE RAUSCH FLANAGAN
Notary Public, State of Illinois
Commission No. 1015025
My Commission Expires August 7, 2029

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A **EASEMENT #1 (0.261 ACRES)**

FIELD NOTES DESCRIPTION

OF

TWO 20' WIDE UTILITY EASEMENTS

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF TWO 20' WIDE UTILITY EASEMENTS PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'D' AND 'E' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch iron pipe found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the east corner of W.C. Boyett Estate Partition, filed in Volume 100, Page 440 (DRBCT) and being the south corner of said Lot 'D', from which a 1/2 inch iron rod with a yellow plastic cap stamped "STRONG RPLS 4961" found bears S 57° 23' 16" E, a distance of 5.10 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **N 41° 50' 39" E**, for a distance of **26.26 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 02' 48" W, a distance of 1,468.20 feet;

THENCE, across said Lot 'D', for the following three (3) courses and distances:

1) **N 53° 28' 46" W**, for a distance of **200.78 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **42.85 feet** to a point for corner;
3) **S 27° 36' 51" W**, for a distance of **5.18 feet** to a point for corner in the common line of said W.C. Boyett Estate Partition and said Lot 'D';

THENCE, with the common line of said W.C. Boyett Estate Partition and said Lot 'D', **N 47° 24' 06" W**, for a distance of **20.70 feet** to a point for corner;

THENCE, across said Lot 'D' for the following four (4) courses and distances:

1) **N 27° 36' 51" E**, for a distance of **5.18 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **43.58 feet** to a point for corner;
3) **N 42° 35' 54" E**, for a distance of **20.00 feet** to a point for corner;
4) **S 47° 24' 06" E**, for a distance of **38.23 feet** to a point for corner;

THENCE, continuing across said Lot 'D', **N 27° 36' 51" E**, and passing at a distance of 115.07 feet the common line of said Lot 'D' and said Lot 'C' and continuing across said Lot 'C' for a total distance of **256.37 feet** to a point for corner in the common line of said Lot 'C' and Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **20.78 feet** to a point for corner;

THENCE, across said Lot 'C', **S 27° 36' 51" W**, and passing at a distance of 141.14 feet the common line of said Lot 'C' and said Lot 'D' and continuing across said Lot 'D' for a total distance of **256.07 feet** to a point for corner;

THENCE, continuing across said Lot 'D' for the following two (2) courses and distances:

1) **S 47° 24' 06" E**, for a distance of **47.15 feet** to a point for corner;
2) **S 53° 28' 46" E**, for a distance of **201.58 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street, from which a 3/8 inch square iron rod found bears N 41° 50' 39" E, a distance of 221.72 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.09 feet** to the **POINT OF BEGINNING** hereof and containing **0.261 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT1_S.
Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

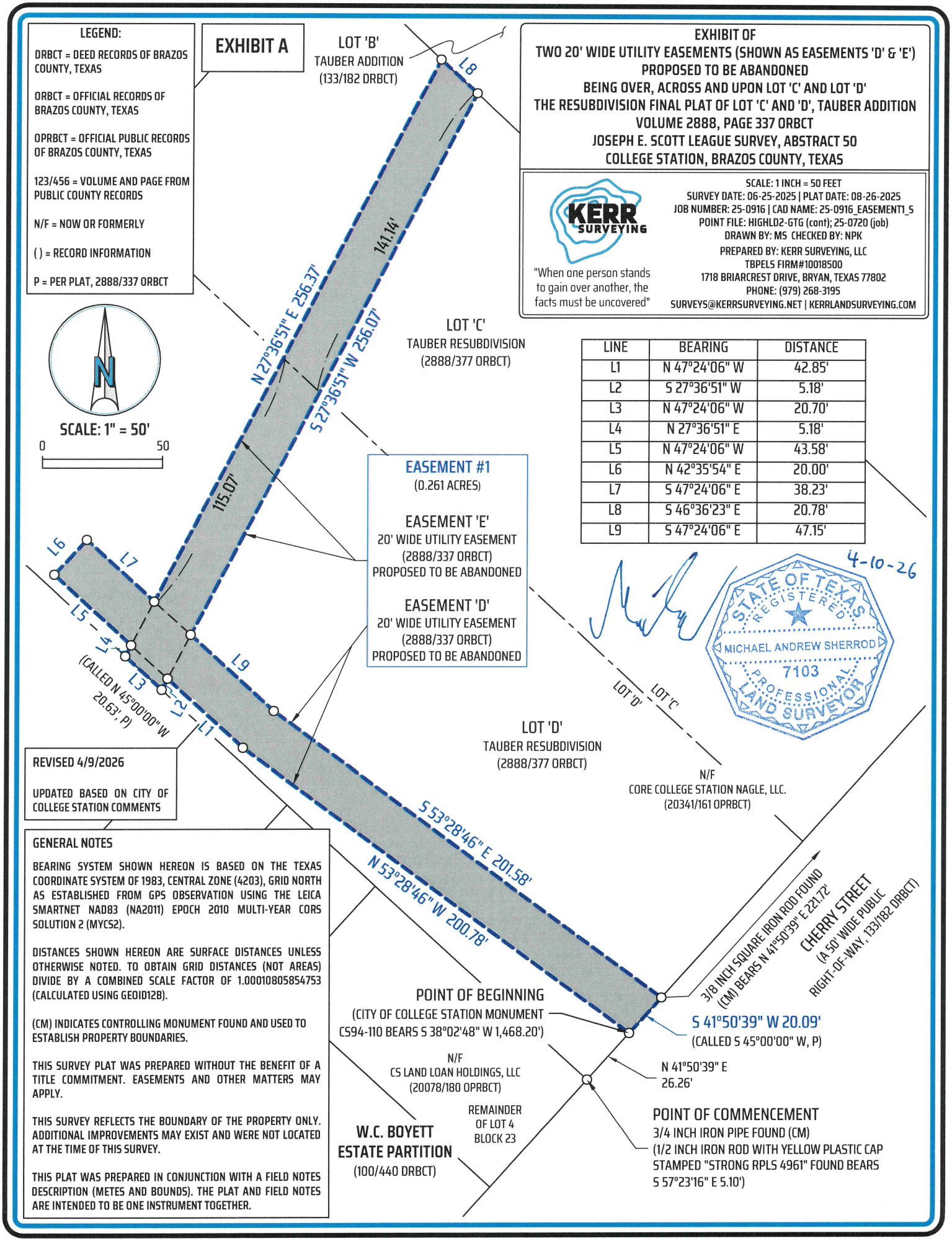

LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
P = PER PLAT, 2888/337 ORBCT
EXHIBIT A
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'D' & 'E')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT1_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
N
SCALE: 1" = 50'
0
50
LOT 'C'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
N 27°36'51" E 256.37'
S 27°36'51" W 256.07'
141.14'
115.07'
EASEMENT #1
(0.261 ACRES)
EASEMENT 'E'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
EASEMENT 'D'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
LINE | BEARING | DISTANCE
L1 | N 47°24'06" W | 42.85'
L2 | S 27°36'51" W | 5.18'
L3 | N 47°24'06" W | 20.70'
L4 | N 27°36'51" E | 5.18'
L5 | N 47°24'06" W | 43.58'
L6 | N 42°35'54" E | 20.00'
L7 | S 47°24'06" E | 38.23'
L8 | S 46°36'23" E | 20.78'
L9 | S 47°24'06" E | 47.15'
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
(CALLED N 45°00'00" W 20.63', P)
LOT 'D'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
LOT 'D'
LOT 'C'
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
S 53°28'46" E 201.58'
N 53°28'46" W 200.78'
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°02'48" W 1,468.20')
N/F
CS LAND LOAN HOLDINGS, LLC
(20078/180 OPRBCT)
REMAINDER OF LOT 4 BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
3/8 INCH SQUARE IRON ROD FOUND (CM) BEARS N 41°50'39" E 221.72'
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
S 41°50'39" W 20.09'
(CALLED S 45°00'00" W, P)
N 41°50'39" E 26.26'
POINT OF COMMENCEMENT
3/4 INCH IRON PIPE FOUND (CM)
(1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STRONG RPLS 4961" FOUND BEARS S 57°23'16" E 5.10')

EXHIBIT A **EASEMENT #2 (~301.5 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENT 'C' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C';

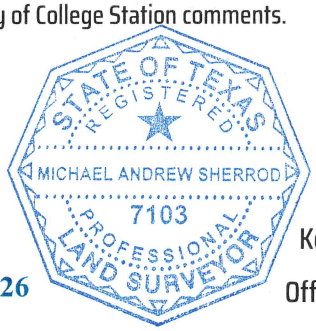
THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **110.03 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 21' 33" W, a distance of 1,599.71 feet;

THENCE, continuing with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.00 feet** to a point for corner , from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 138.04 feet;

THENCE, across said Lot 'C', for the following three (3) courses and distances:

1) **N 48° 11' 07" W**, for a distance of **15.07 feet** to a point for corner;
2) **N 41° 48' 53" E**, for a distance of **20.00 feet** to a point for corner;
3) **S 48° 11' 07" E**, for a distance of **15.08 feet** to the **POINT OF BEGINNING** hereof and containing **301.5 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

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LEGEND:

ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C') AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B') PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #3 (~2,110 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'A' AND 'B' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C', from which the City of College Station Monument CS94-110 bears S 38° 35' 00" W, a distance of 1,709.56 feet;

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.06 feet** to a point for corner, from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 258.01 feet;

THENCE, across said Lot 'C' for the following four (4) courses and distances:

1) **N 46° 35' 53" W**, for a distance of **70.91 feet** to a point for corner;
2) **S 43° 24' 07" W**, for a distance of **59.86 feet** to a point for corner;
3) **N 46° 35' 53" W**, for a distance of **20.00 feet** to a point for corner;
4) **N 43° 24' 07" E**, for a distance of **69.91 feet** to a point for corner in the common line of said Lot 'B' and said Lot 'C' and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **90.64 feet** to the **POINT OF BEGINNING** hereof and containing **2,110 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C') AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B') PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #4 (0.122 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT), for the east corner of said Lot 4;

THENCE, with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **126.70 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 50' 06" W, a distance of 1,852.40 feet;

THENCE, continuing with the common line of said Lot 4, said Lot 'B' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.01 feet** to a point for corner in the common line of said Lot 'B' and Cherry Street;

THENCE, across said Lot 'B', **N 46° 26' 58" W**, for a distance of **354.47 feet** to a point for corner;

THENCE, across said Lot 'B' and crossing into said Lot 1, **N 38° 02' 18" E**, for a distance of **15.07 feet** to a point for corner within said Lot 1;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **355.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.122 acres**, more or less.

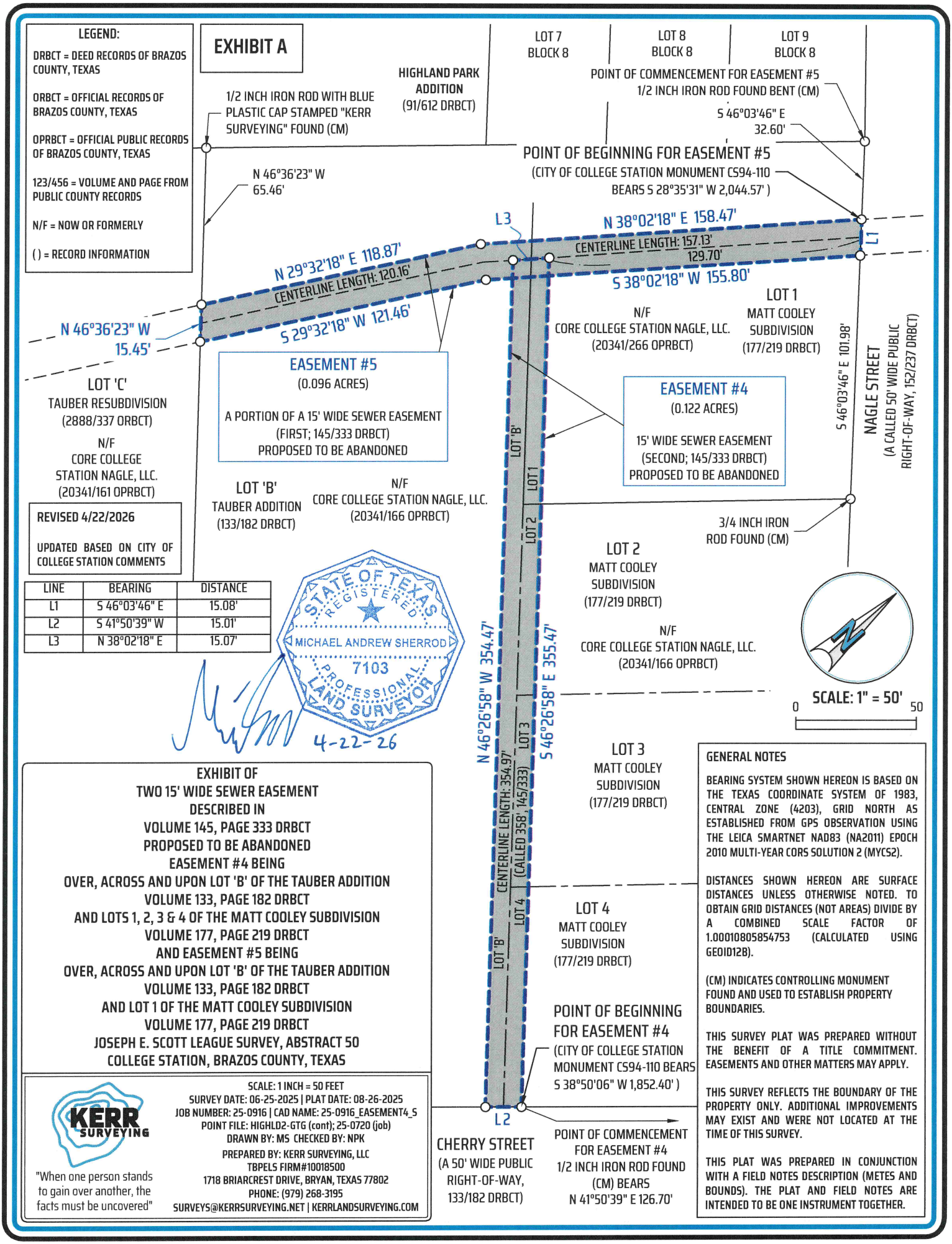
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
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KERR SURVEYING
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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



REVISED 4/22/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

LINE	BEARING	DISTANCE
L1	S 46°03'46" E	15.08'
L2	S 41°50'39" W	15.01'
L3	N 38°02'18" E	15.07'

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
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GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

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THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and Nagle Street, **S 46° 03' 46" E**, for a distance of **32.60 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 28° 35' 31" W, a distance of 2,044.57 feet;

THENCE, continuing with the common line of said Lot 1, **S 46° 03' 46" E**, for a distance of **15.08 feet** to a point for corner, from which a 3/4 inch iron rod found bears S 46° 03' 46" E, a distance of 101.98 feet;

THENCE, across said Lot 1 and crossing into said Lot 'B', **S 38° 02' 18" W**, for a distance of **155.80 feet** to a point for corner within said Lot 'B';

THENCE, continuing across said Lot 'B', **S 29° 32' 18" W**, for a distance of **121.46 feet** to a point for corner in the common line of said Lot 'B' and Lot 'C' of the Tauber Resubdivision filed in Volume 2888, Page 337 of the Official Records of Brazos County, Texas (ORBCT);

THENCE, with the common line of said Lot 'B' and said Lot 'C', **N 46° 36' 23" W**, for a distance of **15.45 feet** to a point for corner, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears N 46° 36' 23" W, a distance of 65.46 feet;

THENCE, across said Lot 'B', **N 29° 32' 18" E**, for a distance of **118.87 feet** to a point for corner;

THENCE, across said Lot 'B' and said Lot 1, **N 38° 02' 18" E**, for a distance of **158.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

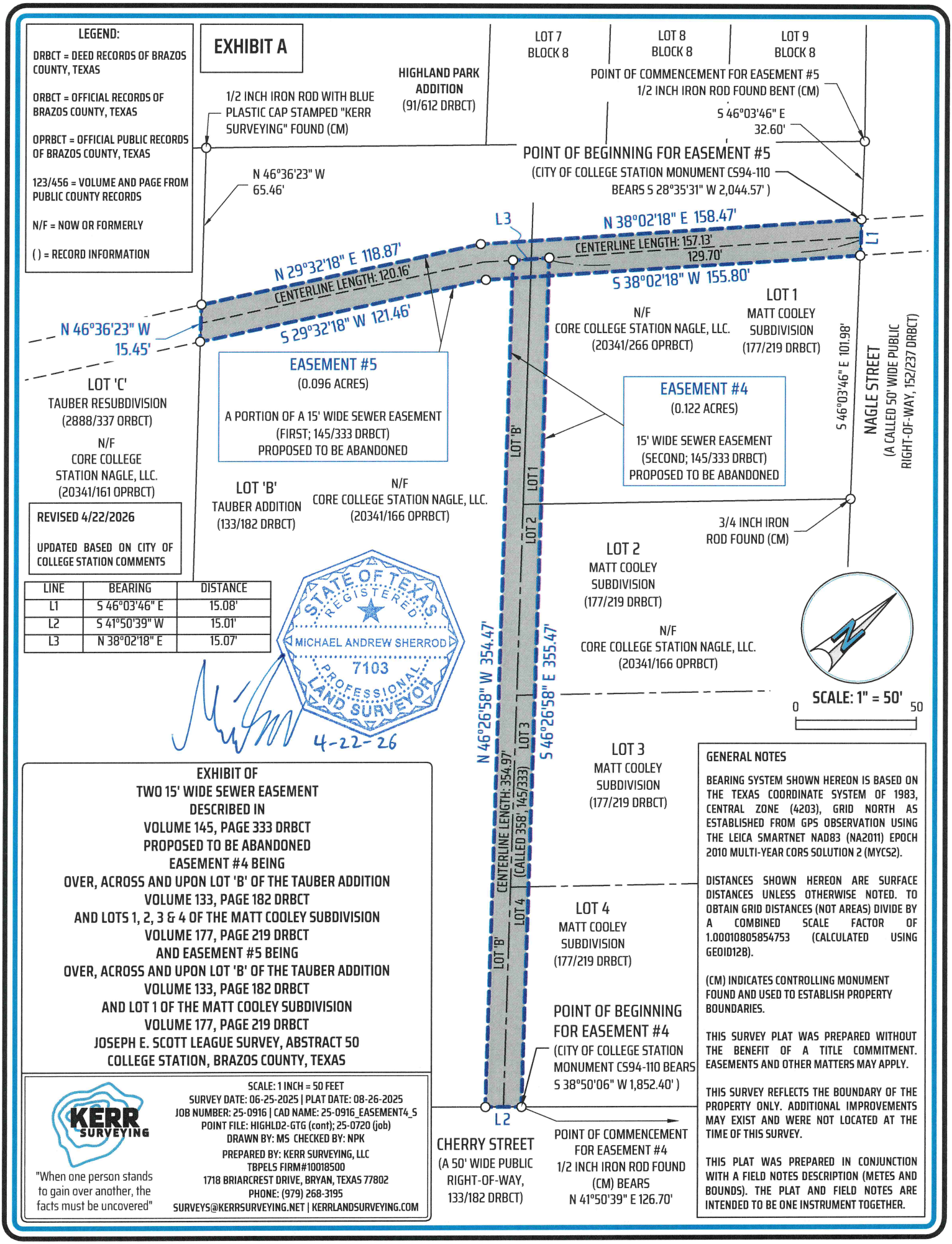


4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

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REVISED 4/22/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

LINE	BEARING	DISTANCE
L1	S 46°03'46" E	15.08'
L2	S 41°50'39" W	15.01'
L3	N 38°02'18" E	15.07'

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
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VOLUME 133, PAGE 182 DRBCT
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JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

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(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

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THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 10' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT HAVING BEEN DEDICATED PER MATT COOLEY SUBDIVISION PLAT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and said Highland Park Addition, **S 41° 12' 57" W**, for a distance of **126.97 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 26° 50' 04" W, a distance of 1,930.20 feet;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **402.82 feet** to a point for corner in the common line of said Lot 4 and Cherry Street (a 50' wide public right-of-way, 133/182 DRBCT) and being the east corner hereof;

THENCE with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.00 feet** to a point for corner, for the south corner of said Lot 4 and being the east corner of Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT);

THENCE, with the common line of said Lot 'B' and said Matt Cooley Subdivision, **N 46° 26' 58" W**, for a distance of **402.71 feet** to a point for corner in the southeast line of said Highland Park Addition, for the north corner of said Lot 'B' and being the west corner of said Lot 1, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears S 41° 12' 57" W, a distance of 136.71 feet;

THENCE, with the common line of said Highland Park Addition and said Lot 1, **N 41° 12' 57" E**, for a distance of **10.01 feet** to the **POINT OF BEGINNING** hereof and containing **4,028 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT6_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
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LAND SURVEYOR

4/10/26
Michael Andrew Sherrod
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EXHIBIT A

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

HIGHLAND PARK ADDITION (91/612 DRBCT)

LOT 7 BLOCK 8

LOT 8 BLOCK 8

LOT 9 BLOCK 8

POINT OF COMMENCEMENT
1/2 INCH IRON ROD FOUND BENT (CM)

L2

S 41°12'57" W 136.71'

S 41°12'57" W 126.97'

1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)

POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 26°50'04" W 1,930.20')

EASEMENT #6
(~4,028 SQ. FT.)

10' WIDE UTILITY EASEMENT
(177/219 DRBCT)
PROPOSED TO BE ABANDONED

LOT 1
MATT COOLEY SUBDIVISION
(177/219 DRBCT)

NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)

LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/266 OPRBCT)

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

LOT 2
MATT COOLEY SUBDIVISION
(177/219 DRBCT)

N 46°26'58" W 402.71'

S 46°26'58" E 402.82'

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.00'
L2	N 41°12'57" E	10.01'

LOT 3
MATT COOLEY SUBDIVISION
(177/219 DRBCT)

N

SCALE: 1" = 50'

0 50

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR

4-10-26

LOT 4
MATT COOLEY SUBDIVISION
(177/219 DRBCT)

L1

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT OF
A 10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON
LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT6_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A **EASEMENT #7 (0.103 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, of the Deed Records of Brazos County, Texas; DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT);

THENCE, with the northwest line of Cherry Street, **S 41° 50' 39" W**, for a distance of **396.04 feet** to a point for corner in the common line of said Lot 'C' and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 19' 24" W, a distance of 1,583.49 feet;

THENCE, continuing with the common line of said Lot 'C', said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.00 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street;

THENCE, across said Lot 'D', **N 47° 02' 17" W**, for a distance of **296.44 feet** to a point for corner;

THENCE, across said Lot 'D' and crossing into said Lot 'C', **N 29° 32' 18" E**, for a distance of **15.42 feet** to a point for corner within said Lot 'C';

THENCE, across said Lot 'C', **S 47° 02' 17" E**, for a distance of **299.73 feet** to the **POINT OF BEGINNING** hereof and containing **0.103 acres**, more or less.

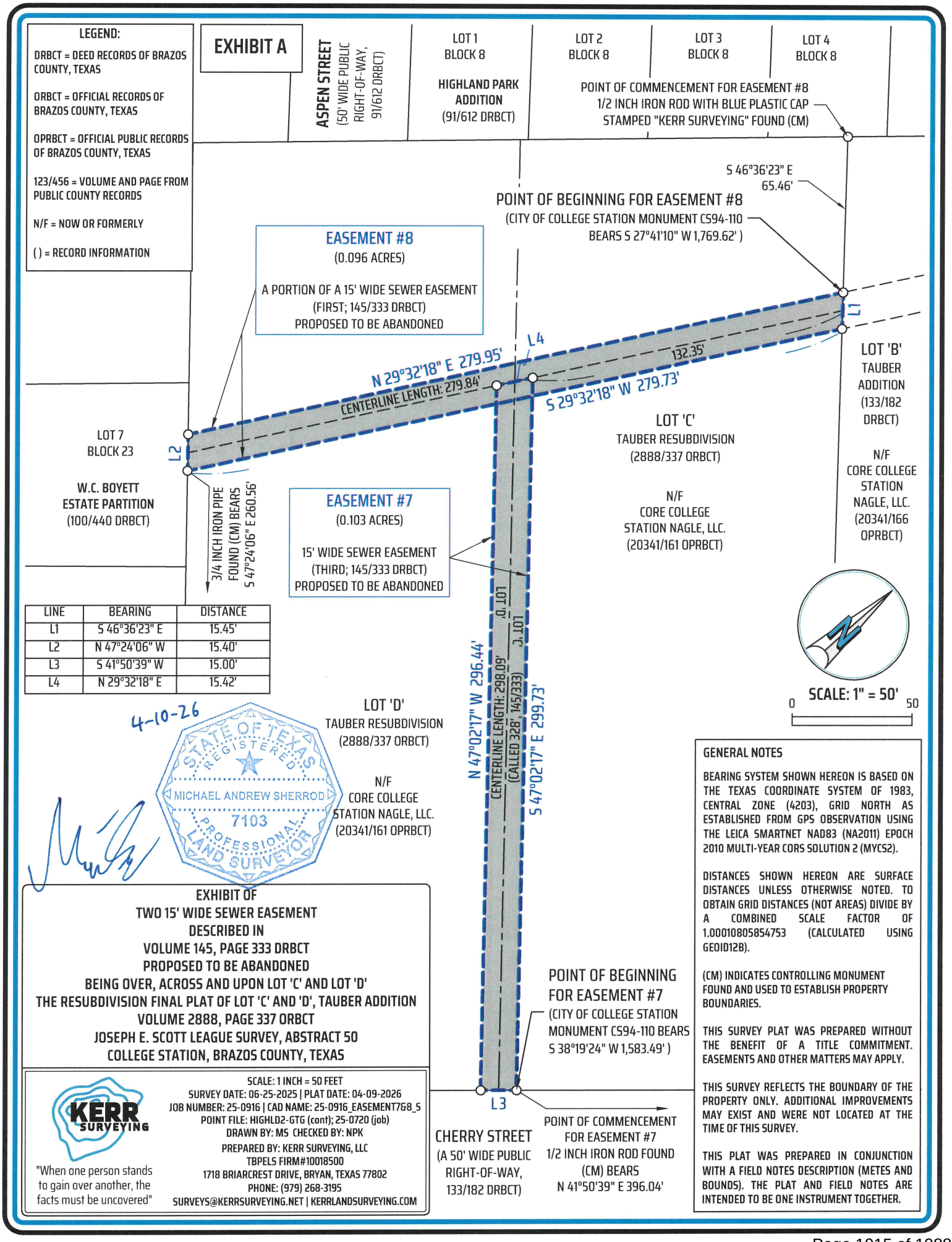
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500


LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
ASPEN STREET
(50' WIDE PUBLIC RIGHT-OF-WAY, 91/612 DRBCT)
LOT 1 BLOCK 8
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 2 BLOCK 8
LOT 3 BLOCK 8
LOT 4 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #8
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
S 46°36'23" E 65.46'
POINT OF BEGINNING FOR EASEMENT #8
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 27°41'10" W 1,769.62')
EASEMENT #8
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 29°32'18" E 279.95'
CENTERLINE LENGTH: 279.84'
L4
132.35'
S 29°32'18" W 279.73'
L1
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 7
BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
L2
3/4 INCH IRON PIPE FOUND (CM) BEARS S 47°24'06" E 260.56'
EASEMENT #7
(0.103 ACRES)
15' WIDE SEWER EASEMENT
(THIRD; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
N 47°02'17" W 296.44'
CENTERLINE LENGTH: 298.09'
(CALLED 328', 145/333)
.0.101
.0.101
S 47°02'17" E 299.73'
LINE | BEARING | DISTANCE
L1 | S 46°36'23" E | 15.45'
L2 | N 47°24'06" W | 15.40'
L3 | S 41°50'39" W | 15.00'
L4 | N 29°32'18" E | 15.42'
SCALE: 1" = 50'
0
50
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR
LOT 'D'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
POINT OF BEGINNING FOR EASEMENT #7
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°19'24" W 1,583.49')
L3
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF COMMENCEMENT FOR EASEMENT #7
1/2 INCH IRON ROD FOUND (CM) BEARS N 41°50'39" E 396.04'
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with blue plastic cap stamped 'KERR SURVEYING' on the southeast line of Lot 4, Block 8, Highland Park Addition filed in Volume 91, Page 612 of the Deed Records of Brazos County, Texas (DRBCT) marking the northwest common corner of said Lots 'C' and 'D';

THENCE, S 46° 36' 23" E with the common line of said Lots 'C' and 'D' a distance of 65.46 feet to a point for corner in said common line being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 27° 41' 10" W, a distance of 1,769.62 feet;

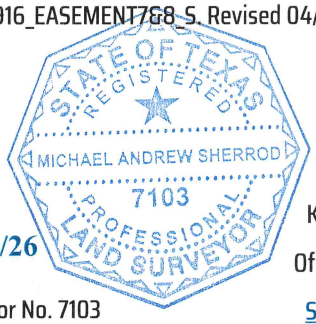
THENCE, with said common line, **S 46° 36' 23" E,** for a distance of **15.45 feet** to a point for corner in said common line;

THENCE, over, across, and upon said Lots 'C' and 'D', **S 29° 32' 18" W,** for a distance of **279.73 feet** to a point for corner in the northeast line of Lot 7, Block 23, W.C. Boyett Estate Partition filed in Volume 100, Page 440 (DRBCT) and the southwest line of said Lot 'D', from which a 3/4 inch iron pipe found bears S 47° 24' 06" E a distance of 260.56 feet;

THENCE, with said Lot 7, Block 23 and said Lot 'D', **N 47° 24' 06" W,** for a distance of **15.40 feet** to a point for corner;

THENCE, over, across, and upon said Lots 'D' and 'C', **N 29° 32' 18" E,** for a distance of **279.95 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

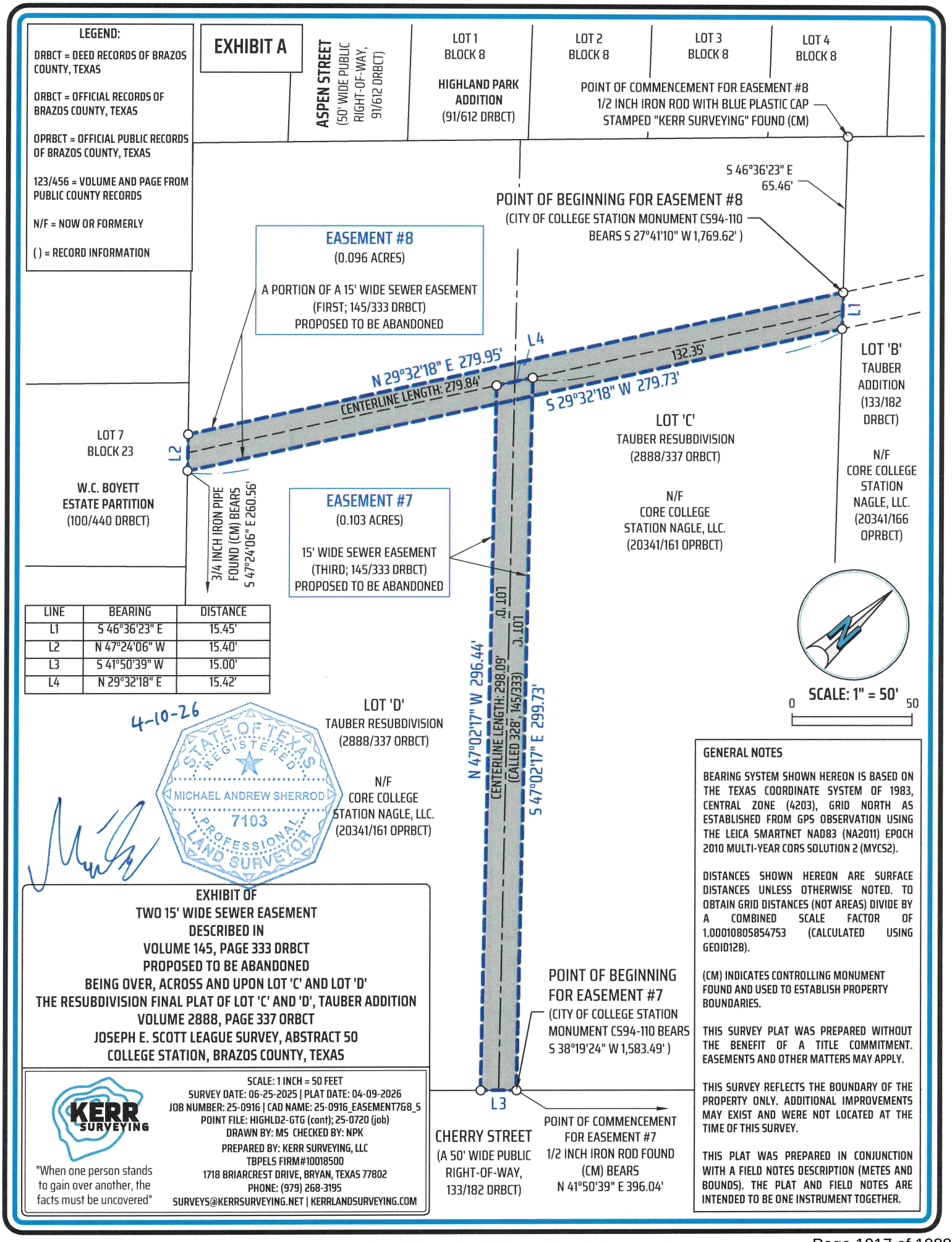
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S. Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 46°36'23" E	15.45'
L2	N 47°24'06" W	15.40'
L3	S 41°50'39" W	15.00'
L4	N 29°32'18" E	15.42'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A

FIELD NOTES DESCRIPTION

OF A

15' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE 15 FOOT UTILITY EASEMENT RECORDED IN VOLUME 3865, PAGE 300 OPRBCT OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the northeast line of said Lot 1 and on the southwest right-of-way of Nagle Street (called 50 foot wide public right-of-way, 152/237 DRBCT) from which the City of College Station monument CS94-110 bears S 29° 39' 14" W a distance of 2,034.57 feet; also from which a 1/2 inch iron rod found bent on said southwest right-of-way marking the north corner of said Lot 1 bears N 46° 03' 46" W a distance of 71.71 feet;

THENCE, with said right-of-way common with said northeast line of Lot 1, **S 46° 03' 46" E a distance of 16.38 feet** to a point from which a 3/4 inch iron rod found bears S 46° 03' 46" E a distance of 61.58 feet;

THENCE, over, across, and upon said Lot 1 for the following three (3) courses and distances:

1) **S 67° 37' 22" W a distance of 81.41 feet** to a point on the southeast line of another 15-foot wide sewer easement (145/333 DRBCT);
2) **N 38° 02' 18" E** with said southeast line of 15-foot wide sewer easement (145/333 DRBCT) **a distance of 30.38 feet;**

3) **N 67° 37' 22" E** a distance of **48.41 feet** to the **POINT OF BEGINNING** hereof and containing **974 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared October 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-1194-S Abandon Esmt.



4/20/26

Michael Andrew Sherrod

Registered Professional Land Surveyor No. 7103

Revised labels per city request 4-2-2026

Revised to add "Exhibit A" per city request 4-20-2026

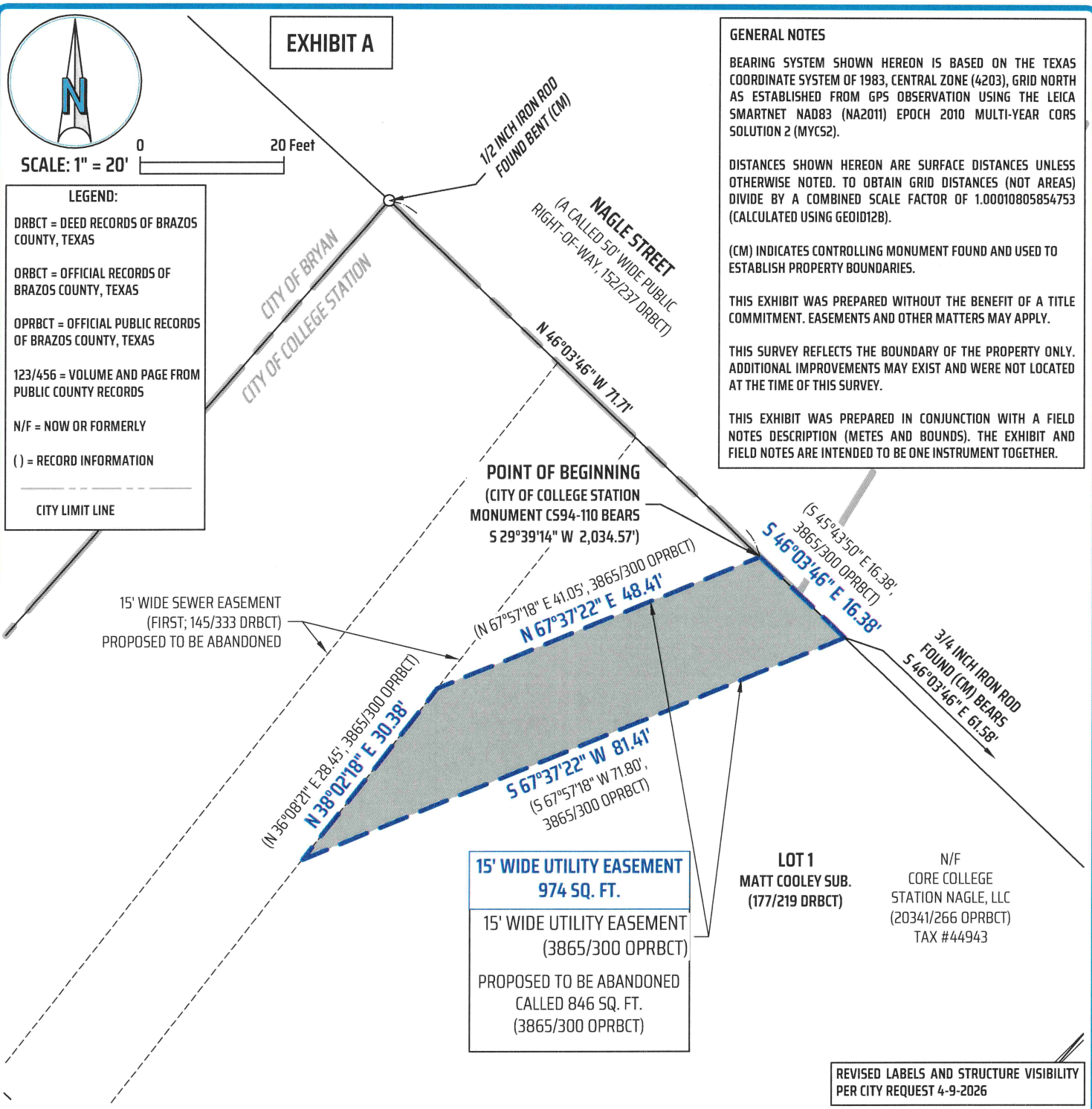
KERR SURVEYING

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Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT A



LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

CITY LIMIT LINE

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE EXHIBIT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

REVISED LABELS AND STRUCTURE VISIBILITY PER CITY REQUEST 4-9-2026

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4-10-26

EXHIBIT OF
A 15' WIDE UTILITY EASEMENT DEDICATED IN VOLUME 3865, PAGE 300, OPRBCT, PROPOSED TO BE ABANDONED BEING OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUB. VOLUME 177, PAGE 219, DRBCT JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50 COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
FIELD SURVEY DATE: 06-25-2025 | PLAT DATE: 10-03-2025
JOB NUMBER: 25-1194 | CAD NAME: 25-1194-S Abandon Esmt
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: TJF CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



Core Spaces NG SH - Easement Abandonment Exhibit

College Station, Texas
APRIL 2026

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: Michael R Zwernemann

Title: OSP Engineer

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: Construction Ops Lead

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____ (Eric Armke)

Title: Electrical Engineer

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: GENERAL MANAGER

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter
City Engineer
City of College Station

Brian Binford
Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

William Glenn Gavit
Electric Department
City of College Station

Water Services Department
City of College Station

Emily Fisher
Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Cale Kobza

ADDRESS: 21 Lakeside Lane

Hockley, TX 77447

NAME: _____

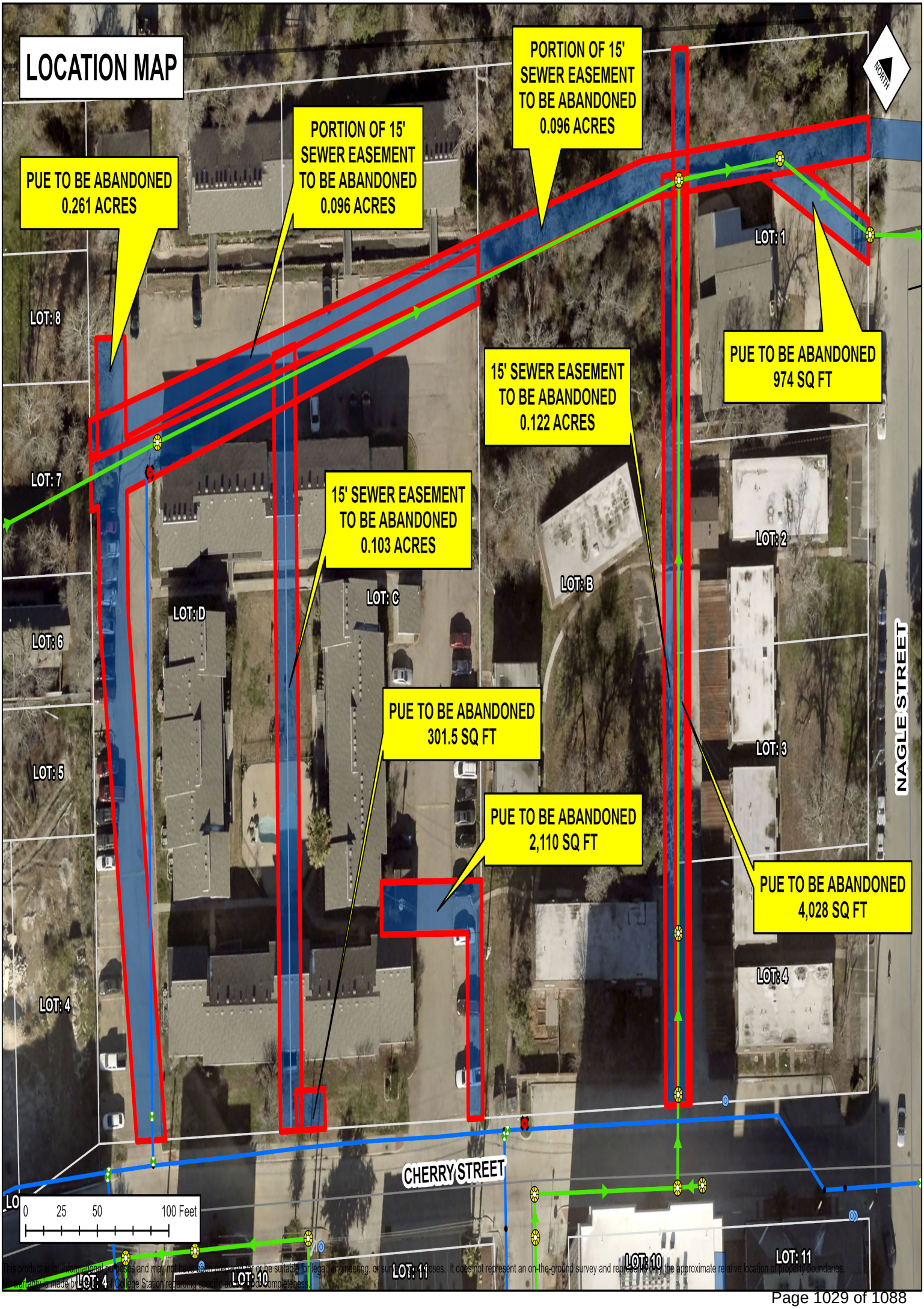
ADDRESS: _____

NAME: _____

ADDRESS: _____

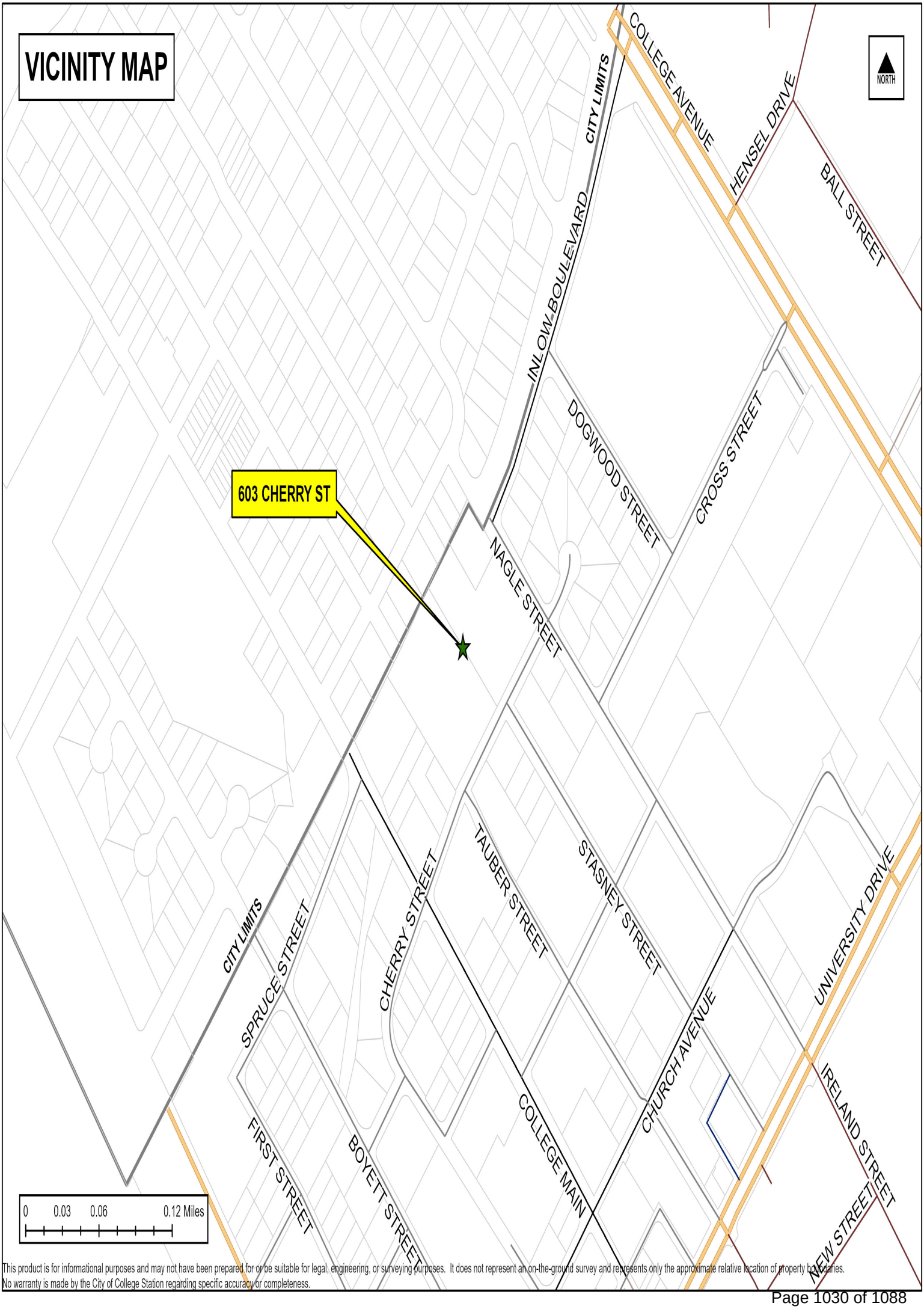
NAME: _____

ADDRESS: _____



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

VICINITY MAP



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No warranty is made by the City of College Station regarding specific accuracy or completeness.

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 974 SQUARE-FOOT 15-FOOT-WIDE UTILITY EASEMENT, SAID EASEMENT LYING OVER, ACROSS, AND UPON LOT 1 OF THE MATT COOLEY SUBDIVISION, ACCORDING TO THE INSTURMENTS RECORDED IN VOLUME 3865, PAGE 300 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 974 square foot 15-foot-wide Utility Easement, said easement lying over, across, and upon Lot 1 of the Matt Cooley Subdivision, according to the instruments recorded in Volume 3865, Page 300 as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Easement"); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Easement.

3. There is no anticipated future public need or use for the Easement.

4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easements as described in **Exhibit "A"** are abandoned and vacated by the City contingent and effective upon satisfying all of the conditions described in **Exhibit "B"** attached hereto and made a part of this ordinance for all purposes.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

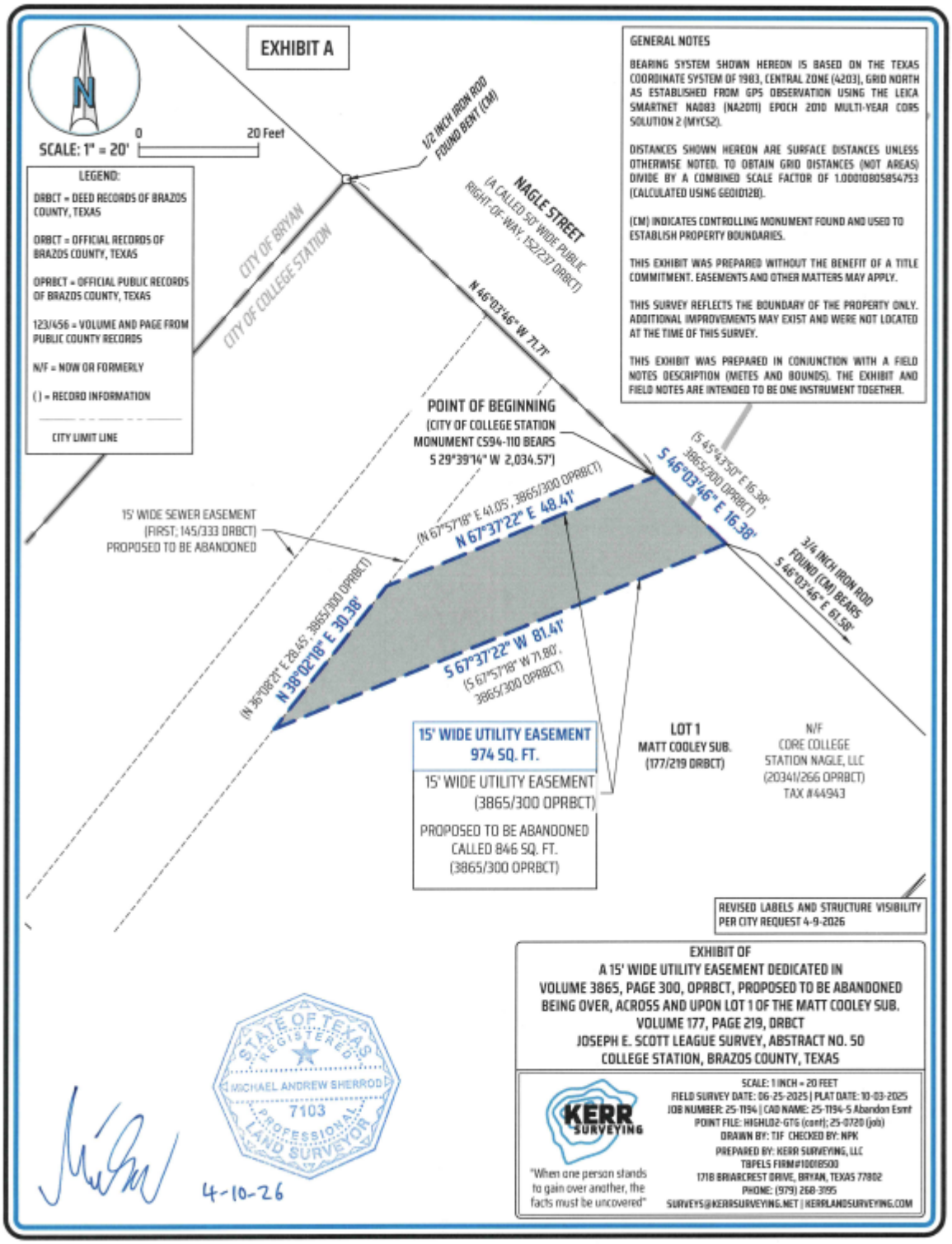

EXHIBIT A
N
SCALE: 1" = 20'
0
20 Feet
LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
CITY LIMIT LINE
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE EXHIBIT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
1/2 INCH IRON ROD FOUND BENT (CM)
NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY; 152/237 DRBCT)
CITY OF BRYAN
CITY OF COLLEGE STATION
N 46°03'46" W 71.71'
POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT C594-110 BEARS S 29°39'14" W 2,034.57')
(S 45°43'50" E 16.38', 3865/300 OPRBCT)
S 46°03'46" E 16.38'
15' WIDE SEWER EASEMENT (FIRST; 145/333 DRBCT) PROPOSED TO BE ABANDONED
(N 67°57'18" E 41.05', 3865/300 OPRBCT)
N 67°37'22" E 48.41'
3/4 INCH IRON ROD FOUND (CM) BEARS S 46°03'46" E 61.58'
(N 35°08'21" E 28.45', 3865/300 OPRBCT)
N 38°02'18" E 30.38'
S 67°37'22" W 81.41'
(S 67°57'18" W 71.80', 3865/300 OPRBCT)
15' WIDE UTILITY EASEMENT 974 SQ. FT.
15' WIDE UTILITY EASEMENT (3865/300 OPRBCT)
PROPOSED TO BE ABANDONED CALLED 846 SQ. FT. (3865/300 OPRBCT)
LOT 1 MATT COOLEY SUB. (177/219 DRBCT)
N/F CORE COLLEGE STATION NAGLE, LLC (20341/266 OPRBCT) TAX #44943
REVISED LABELS AND STRUCTURE VISIBILITY PER CITY REQUEST 4-9-2026
EXHIBIT OF
A 15' WIDE UTILITY EASEMENT DEDICATED IN VOLUME 3865, PAGE 300, OPRBCT, PROPOSED TO BE ABANDONED BEING OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUB. VOLUME 177, PAGE 219, DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR
4-10-26
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 20 FEET
FIELD SURVEY DATE: 06-25-2025 | PLAT DATE: 10-03-2025
JOB NUMBER: 25-1194 | CAD NAME: 25-1194-S Abandon Esmt
POINT FILE: HIGHL02-GTG (cont); 25-0720 (job)
DRAWN BY: TJF CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A

FIELD NOTES DESCRIPTION

OF A

15' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE 15 FOOT UTILITY EASEMENT RECORDED IN VOLUME 3865, PAGE 300 OPRBCT OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the northeast line of said Lot 1 and on the southwest right-of-way of Nagle Street (called 50 foot wide public right-of-way, 152/237 DRBCT) from which the City of College Station monument CS94-110 bears S 29° 39' 14" W a distance of 2,034.57 feet; also from which a 1/2 inch iron rod found bent on said southwest right-of-way marking the north corner of said Lot 1 bears N 46° 03' 46" W a distance of 71.71 feet;

THENCE, with said right-of-way common with said northeast line of Lot 1, **S 46° 03' 46" E** a distance of **16.38 feet** to a point from which a 3/4 inch iron rod found bears S 46° 03' 46" E a distance of 61.58 feet;

THENCE, over, across, and upon said Lot 1 for the following three (3) courses and distances:

1) **S 67° 37' 22" W** a distance of **81.41 feet** to a point on the southeast line of another 15-foot wide sewer easement (145/333 DRBCT);
2) **N 38° 02' 18" E** with said southeast line of 15-foot wide sewer easement (145/333 DRBCT) a distance of **30.38 feet;**

3) **N 67° 37' 22" E** a distance of **48.41 feet** to the **POINT OF BEGINNING** hereof and containing **974 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared October 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-1194-S Abandon Esmt.

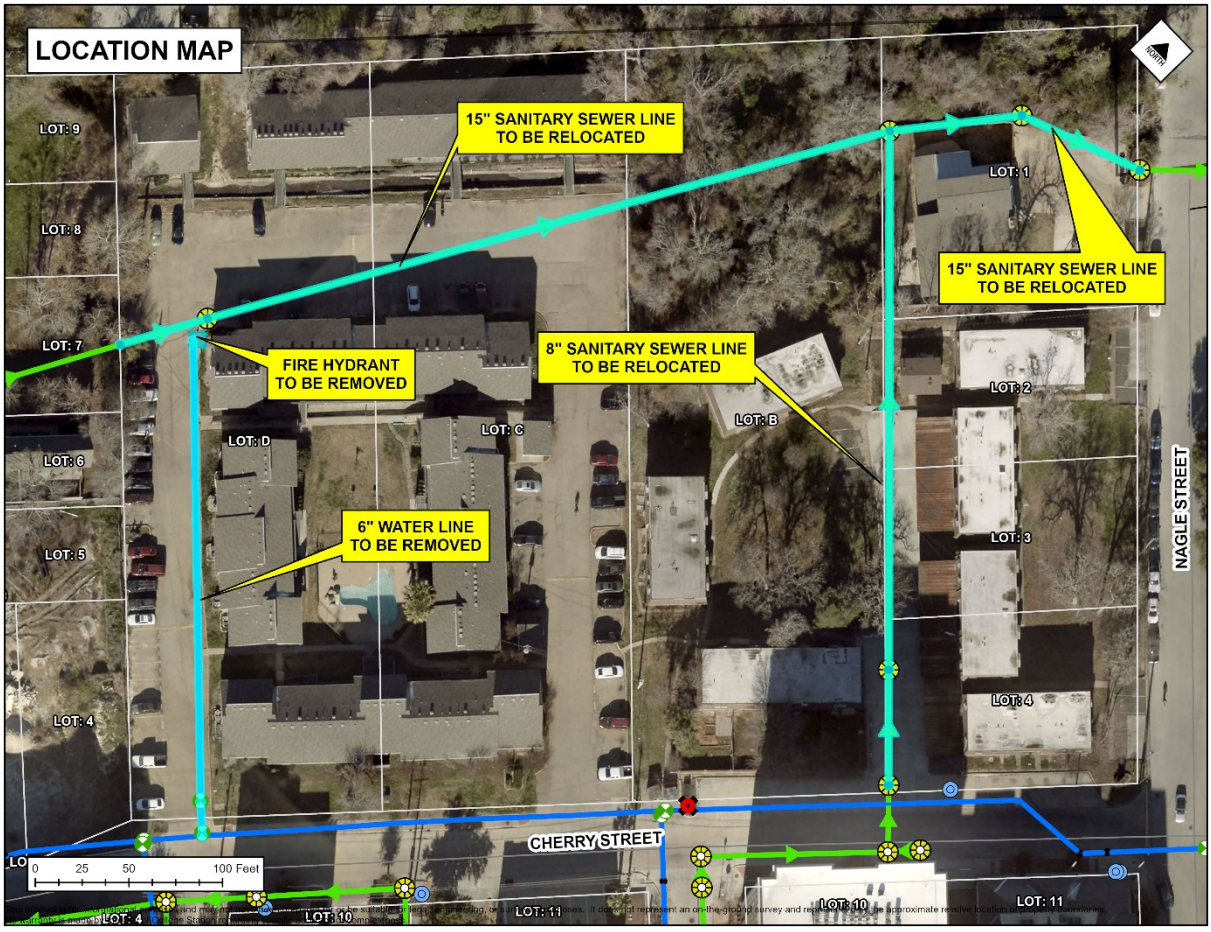


4/20/26
Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103
Revised labels per city request 4-2-2026
Revised to add "Exhibit A" per city request 4-20-2026

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Exhibit B

1. Relocation of 15” Sanitary Sewer Line that lies within the 15’ wide Sewer Easement (145/33), the 20’ wide Utility Easement (2888/337) and the 15’ wide Sewer Easement (3865/300); and
2. Relocation of the 8” Sanitary Sewer Line that lies within the 10’ wide Utility Easement (177/219) and within the 15’ wide Sewer Easement (145/33); and
3. Removal of the 8” Water Line and Fire Hydrant Assembly that lies within the 10’ wide Utility Easement (2888/337); and
4. Acceptance of the relocated 15” and 8” Sanitary Sewer Lines evidenced by filing of the Letter of Completion in the official public records for real property of the Brazos County Clerk against the Easement or the property on which the Easement is located.



May 18, 2026
Item No. 9.10.
Utility Easement - 603 Cherry

Sponsor: Lindsey Pressler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 4,028 sq-ft 10-ft-wide Utility Easement, said easement lying over, across, and upon Lots 1, 2, 3, and 4 of the Matt Cooley Subdivision, according to the instruments recorded in Volume 177, Page 219 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

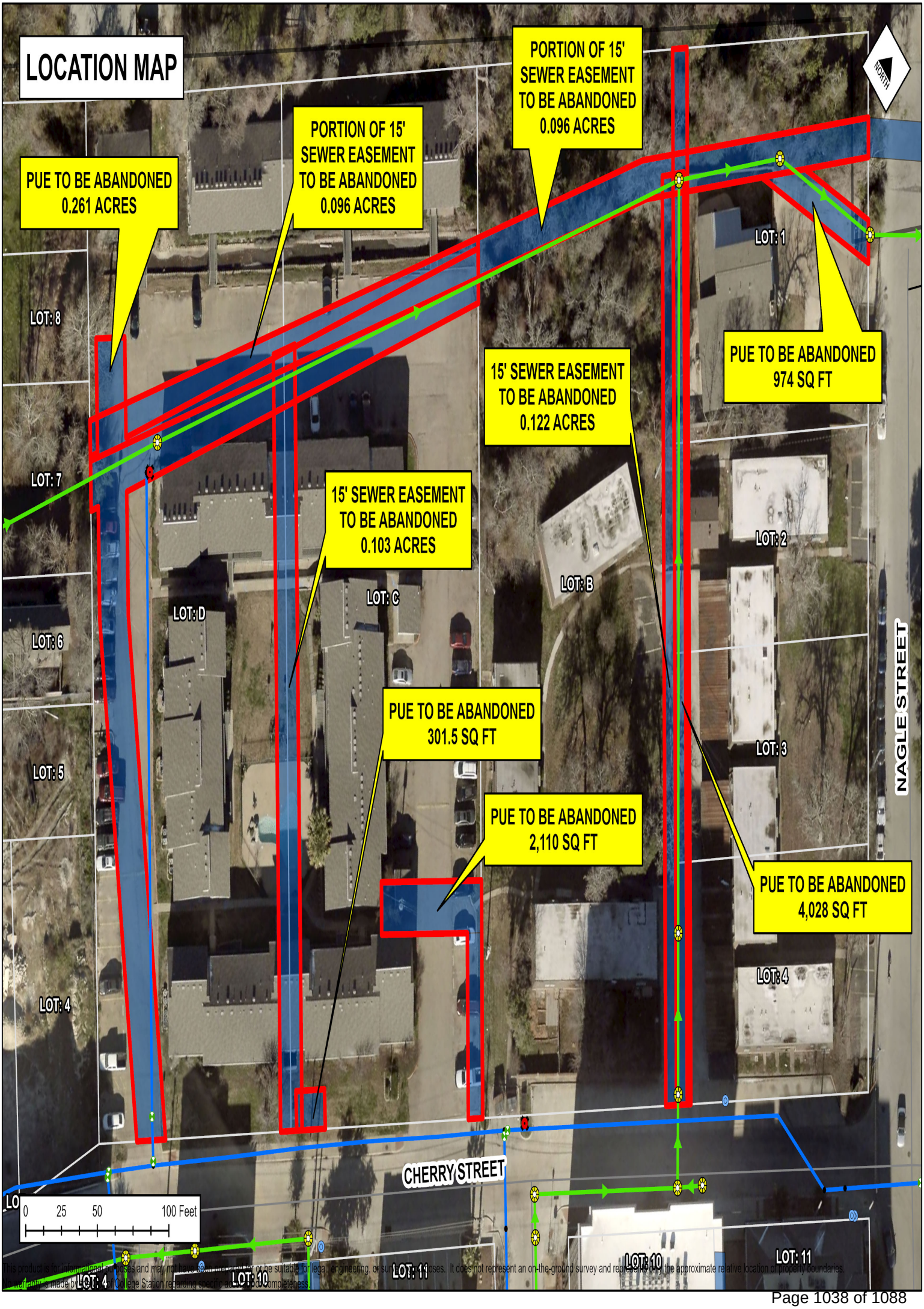
Recommendation(s): Staff recommends approval of the abandonment.

Summary: The abandonment of the utility easement is being requested by the applicant in order to build an apartment complex over existing easements on the site. The proposed layout necessitates relocating the easements and utility lines along Cherry St, Nagle St, and the northern lot lines of the The Resubdivision Final Plat of Lot 'C' and 'D', Tauber Addition, the Tauber Addition, and the Matt Cooley Subdivision.

The utility easement is located approximately one hundred fifty feet (150 ft) southwest from the intersection of Nagle and Cherry.

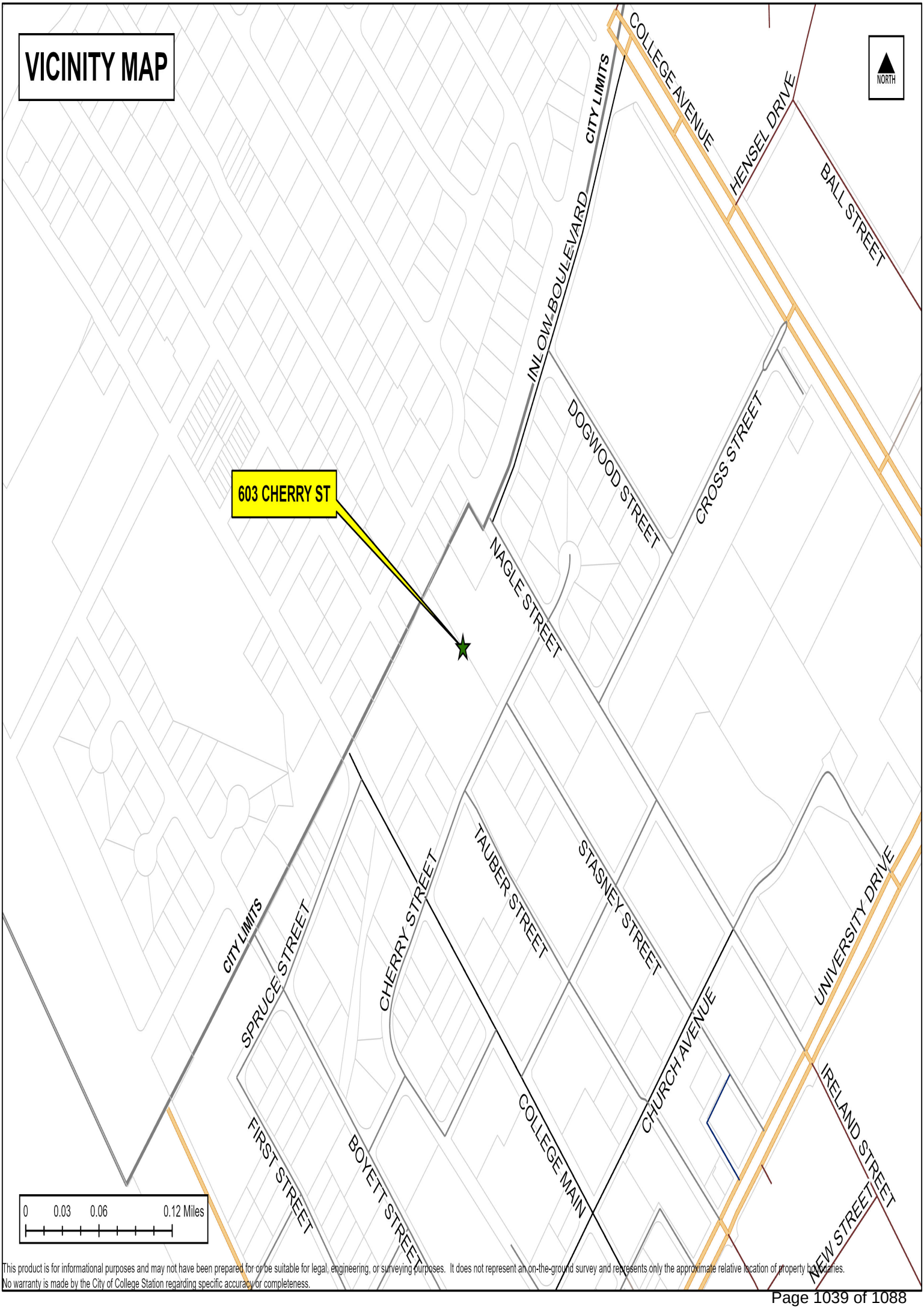
Budget & Financial Summary: N/A

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



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VICINITY MAP



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

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ■ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ■ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ■ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ■ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- N/A For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ■ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

20' WIDE UTILITY EASEMENT - A (2888/337 ORBCT) ITEM 10d, 10' WIDE UTILITY EASEMENT - B (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - C (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - D (2888/337 ORBCT) ITEM 10d, 20' WIDE UTILITY EASEMENT - E (2888/337 ORBCT) ITEM 10d, 15' WIDE SEWER EASEMENT (145/33 DRBCT) ITEM 10g, 10' WIDE UTILITY EASEMENT (177/219 DRBCT) ITEM 10e

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Preston Jacks, P.E. E-mail preston.jacks@kimley-horn.com

Street Address 614 Holleman Drive E, Suite 1100

City College Station State TX Zip Code 77840

Phone Number 979-446-0780 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Core College Station Nagle, LLC E-mail _ Street Address: _____

1400 N Kingsbury, 3rd Floor City

Chicago State IL Zip Code 60642

Phone Number 8476449302 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

2/13/2026
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name Aggie Villas LLC E-mail _____

Street Address 12418 Boheme Dr

City Houston State TX Zip Code 77024

Reason consent was not obtained:
See below.

If objecting, points of objection:

Applicant / Developer has made several good faith attempts to communicate with the neighbor to discuss this form and City requirement. The neighbor has repeatedly refused to reasonably engage and discuss this form and the City's requirement related to the easement abandonment. As a result, the Applicant / Developer has not received a signature from the neighbor, and furthermore does not expect to receive a signature despite good faith efforts being made to obtain it.

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The easements proposed for abandonment are all on our site. None of the adjacent properties access public roadways through our site.

8. That there is no current public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

10. That all public utilities have access to serve current and future customers because:

The existing utilities located within the easement are being abandoned or demolished, and rerouted for the proposed development. The easements being abandoned will no longer contain any active utilities. New Public Utility Easements will be dedicated on site to cover all on site public utilities.

11. Such public right-of-way/easement has been and is being used as follows:

The easements are currently used to contain existing utilities. These existing utilities will be abandoned and rerouted for the proposed development.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Chief Development Officer — Signature and title

2/13/2026 — Date

STATE OF ~~TEXAS~~ Illinois §
§ ACKNOWLEDGEMENT
COUTY OF ~~BRAZOS~~ Cook §

Subscribed and sworn to before me, a Notary Public, this 13th day of February, 2026 by Chad Mates.

Notary Public in and for the State of Illinois

Official Seal
MADELAINE RAUSCH FLANAGAN
Notary Public, State of Illinois
Commission No. 1015025
My Commission Expires August 7, 2029

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF

TWO 20' WIDE UTILITY EASEMENTS

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF TWO 20' WIDE UTILITY EASEMENTS PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'D' AND 'E' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch iron pipe found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the east corner of W.C. Boyett Estate Partition, filed in Volume 100, Page 440 (DRBCT) and being the south corner of said Lot 'D', from which a 1/2 inch iron rod with a yellow plastic cap stamped "STRONG RPLS 4961" found bears S 57° 23' 16" E, a distance of 5.10 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **N 41° 50' 39" E**, for a distance of **26.26 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 02' 48" W, a distance of 1,468.20 feet;

THENCE, across said Lot 'D', for the following three (3) courses and distances:

1) **N 53° 28' 46" W**, for a distance of **200.78 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **42.85 feet** to a point for corner;
3) **S 27° 36' 51" W**, for a distance of **5.18 feet** to a point for corner in the common line of said W.C. Boyett Estate Partition and said Lot 'D';

THENCE, with the common line of said W.C. Boyett Estate Partition and said Lot 'D', **N 47° 24' 06" W**, for a distance of **20.70 feet** to a point for corner;

THENCE, across said Lot 'D' for the following four (4) courses and distances:

1) **N 27° 36' 51" E**, for a distance of **5.18 feet** to a point for corner;
2) **N 47° 24' 06" W**, for a distance of **43.58 feet** to a point for corner;
3) **N 42° 35' 54" E**, for a distance of **20.00 feet** to a point for corner;
4) **S 47° 24' 06" E**, for a distance of **38.23 feet** to a point for corner;

THENCE, continuing across said Lot 'D', **N 27° 36' 51" E**, and passing at a distance of 115.07 feet the common line of said Lot 'D' and said Lot 'C' and continuing across said Lot 'C' for a total distance of **256.37 feet** to a point for corner in the common line of said Lot 'C' and Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **20.78 feet** to a point for corner;

THENCE, across said Lot 'C', **S 27° 36' 51" W**, and passing at a distance of 141.14 feet the common line of said Lot 'C' and said Lot 'D' and continuing across said Lot 'D' for a total distance of **256.07 feet** to a point for corner;

THENCE, continuing across said Lot 'D' for the following two (2) courses and distances:

1) **S 47° 24' 06" E**, for a distance of **47.15 feet** to a point for corner;
2) **S 53° 28' 46" E**, for a distance of **201.58 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street, from which a 3/8 inch square iron rod found bears N 41° 50' 39" E, a distance of 221.72 feet;

THENCE, with the common line of said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.09 feet** to the **POINT OF BEGINNING** hereof and containing **0.261 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT1_S.
Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING

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Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

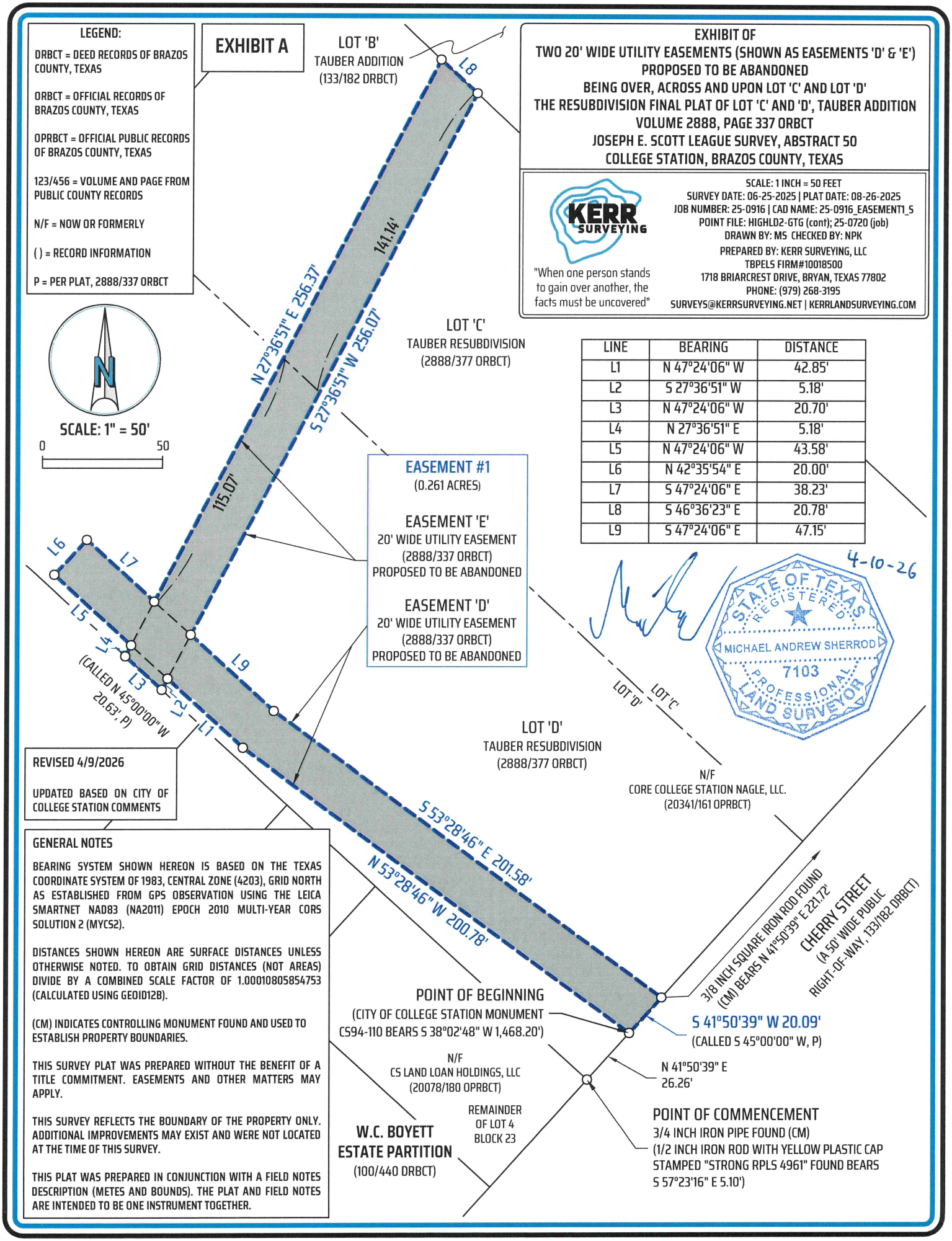

LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
P = PER PLAT, 2888/337 ORBCT
EXHIBIT A
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'D' & 'E')
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT1_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
N
SCALE: 1" = 50'
0
50
LOT 'C'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
N 27°36'51" E 256.37'
S 27°36'51" W 256.07'
141.14'
115.07'
EASEMENT #1
(0.261 ACRES)
EASEMENT 'E'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
EASEMENT 'D'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
PROPOSED TO BE ABANDONED
L1 N 47°24'06" W 42.85'
L2 S 27°36'51" W 5.18'
L3 N 47°24'06" W 20.70'
L4 N 27°36'51" E 5.18'
L5 N 47°24'06" W 43.58'
L6 N 42°35'54" E 20.00'
L7 S 47°24'06" E 38.23'
L8 S 46°36'23" E 20.78'
L9 S 47°24'06" E 47.15'
4-10-26
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
(CALLED N 45°00'00" W 20.63', P)
LOT 'D'
LOT 'C'
LOT 'D'
TAUBER RESUBDIVISION
(2888/377 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
S 53°28'46" E 201.58'
N 53°28'46" W 200.78'
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°02'48" W 1,468.20')
3/8 INCH SQUARE IRON ROD FOUND (CM) BEARS N 41°50'39" E 221.72'
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
S 41°50'39" W 20.09'
(CALLED S 45°00'00" W, P)
N/F
CS LAND LOAN HOLDINGS, LLC
(20078/180 OPRBCT)
N 41°50'39" E
26.26'
REMAINDER OF LOT 4 BLOCK 23
W.C. BOYETT ESTATE PARTITION
(100/440 DRBCT)
POINT OF COMMENCEMENT
3/4 INCH IRON PIPE FOUND (CM)
(1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STRONG RPLS 4961" FOUND BEARS S 57°23'16" E 5.10')

EXHIBIT A **EASEMENT #2 (~301.5 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENT 'C' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C';

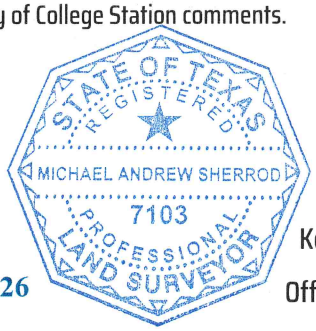
THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **110.03 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 21' 33" W, a distance of 1,599.71 feet;

THENCE, continuing with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **20.00 feet** to a point for corner , from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 138.04 feet;

THENCE, across said Lot 'C', for the following three (3) courses and distances:

1) **N 48° 11' 07" W**, for a distance of **15.07 feet** to a point for corner;
2) **N 41° 48' 53" E**, for a distance of **20.00 feet** to a point for corner;
3) **S 48° 11' 07" E**, for a distance of **15.08 feet** to the **POINT OF BEGINNING** hereof and containing **301.5 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.



Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

KERR SURVEYING
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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

LEGEND:

ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

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N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C') AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B') PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #3 (~2,110 SQ. FT.)**

FIELD NOTES DESCRIPTION

OF A

20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 20' WIDE UTILITY EASEMENT AND A 10' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENTS HAVING BEEN DEDICATED PER SAID FILED PLAT AND SHOWN AS EASEMENTS 'A' AND 'B' AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8 inch square iron rod found in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of Lot 'B' of Tauber Addition, filed in Volume 133, Page 182 (DRBCT) and being the east corner of said Lot 'C', from which the City of College Station Monument CS94-110 bears S 38° 35' 00" W, a distance of 1,709.56 feet;

THENCE, with the common line of said Lot 'C' and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.06 feet** to a point for corner, from which a 3/4 inch iron pipe found bears S 41° 50' 39" W, a distance of 258.01 feet;

THENCE, across said Lot 'C' for the following four (4) courses and distances:

1) **N 46° 35' 53" W**, for a distance of **70.91 feet** to a point for corner;
2) **S 43° 24' 07" W**, for a distance of **59.86 feet** to a point for corner;
3) **N 46° 35' 53" W**, for a distance of **20.00 feet** to a point for corner;
4) **N 43° 24' 07" E**, for a distance of **69.91 feet** to a point for corner in the common line of said Lot 'B' and said Lot 'C' and being the north corner hereof;

THENCE, with the common line of said Lot 'C' and said Lot 'B', **S 46° 36' 23" E**, for a distance of **90.64 feet** to the **POINT OF BEGINNING** hereof and containing **2,110 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT2&3_S.
Revised 04/09/2026: Updated per City of College Station comments.

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

4/10/26

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

KERR SURVEYING
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LEGEND:

ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

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123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

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P = PER PLAT, 2888/337 ORBCT

EXHIBIT A

EXHIBIT OF
TWO 20' WIDE UTILITY EASEMENTS (SHOWN AS EASEMENTS 'A' & 'C') AND A 10' WIDE UTILITY EASEMENT (SHOWN AS EASEMENT 'B') PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT2&3_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
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1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

N 43°24'07" E 69.91'

10.05'

S 46°36'23" E 90.64'

S 43°24'07" W 59.86'

N 46°35'53" W 70.91'

N 46°35'53" W 20.00'

POINT OF COMMENCEMENT FOR EASEMENT #2
POINT OF BEGINNING FOR EASEMENT #3
3/8 INCH SQUARE IRON ROD FOUND (CM)
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°35'00" W 1,709.56')

L1
(CALLED S 45°00'00" W 10', P)

EASEMENT #3
(~2,110 SQ. FT.)

EASEMENT 'A'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

EASEMENT 'B'
10' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

4-10-26

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

LOT 'C'
TAUBER ADDITION
(2888/377 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

EASEMENT #2
(~301.5 SQ. FT.)

EASEMENT 'C'
20' WIDE UTILITY EASEMENT
(2888/337 ORBCT)
TO BE ABANDONED

S 41°50'39" W 99.97'
(CALLED S 45°00'00" W, P)

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 ORBCT)

S 48°11'07" E 15.08'

N 41°48'53" E 20.00'

POINT OF BEGINNING FOR EASEMENT #2
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°21'33" W 1,599.71')

L2

S 41°50'39" W 20.00'
(CALLED S 45°00'00" W 20', P)

3/4 INCH IRON PIPE FOUND (CM) BEARS S 41°50'39" W 138.04'

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.06'
L2	N 48°11'07" W	15.07'

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

N

SCALE: 1" = 20'
0 20

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

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THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #4 (0.122 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT), for the east corner of said Lot 4;

THENCE, with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **126.70 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 50' 06" W, a distance of 1,852.40 feet;

THENCE, continuing with the common line of said Lot 4, said Lot 'B' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.01 feet** to a point for corner in the common line of said Lot 'B' and Cherry Street;

THENCE, across said Lot 'B', **N 46° 26' 58" W**, for a distance of **354.47 feet** to a point for corner;

THENCE, across said Lot 'B' and crossing into said Lot 1, **N 38° 02' 18" E**, for a distance of **15.07 feet** to a point for corner within said Lot 1;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **355.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.122 acres**, more or less.

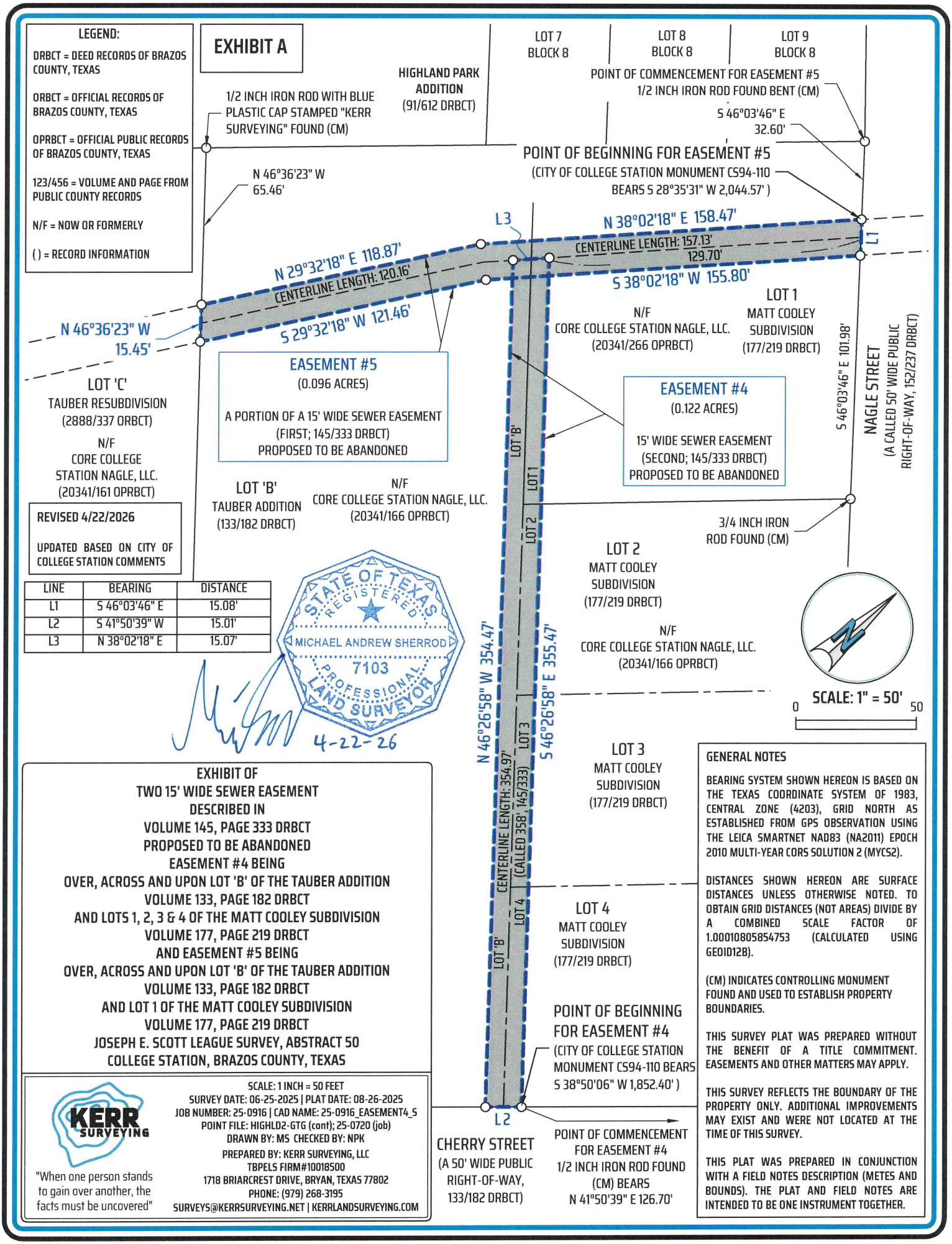
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500


LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
EXHIBIT A
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 7 BLOCK 8
LOT 8 BLOCK 8
LOT 9 BLOCK 8
POINT OF COMMENCEMENT FOR EASEMENT #5
1/2 INCH IRON ROD FOUND BENT (CM)
S 46°03'46" E 32.60'
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
POINT OF BEGINNING FOR EASEMENT #5
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 28°35'31" W 2,044.57')
N 46°36'23" W 65.46'
L3
N 38°02'18" E 158.47'
CENTERLINE LENGTH: 157.13'
129.70'
L1
N 29°32'18" E 118.87'
CENTERLINE LENGTH: 120.16'
S 38°02'18" W 155.80'
S 29°32'18" W 121.46'
N 46°36'23" W 15.45'
LOT 1
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/266 OPRBCT)
S 46°03'46" E 101.98'
NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)
EASEMENT #5
(0.096 ACRES)
A PORTION OF A 15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
EASEMENT #4
(0.122 ACRES)
15' WIDE SEWER EASEMENT
(SECOND; 145/333 DRBCT)
PROPOSED TO BE ABANDONED
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 'B'
LOT 1
LOT 2
LOT 3
LOT 4
3/4 INCH IRON ROD FOUND (CM)
LOT 2
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N 46°26'58" W 354.47'
S 46°26'58" E 355.47'
CENTERLINE LENGTH: 354.97'
(CALLED 358', 145/333)
LOT 3
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
LOT 4
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
SCALE: 1" = 50'
0
50
REVISED 4/22/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
LINE | BEARING | DISTANCE
L1 | S 46°03'46" E | 15.08'
L2 | S 41°50'39" W | 15.01'
L3 | N 38°02'18" E | 15.07'
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
4-22-26
EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM
L2
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
POINT OF BEGINNING FOR EASEMENT #4
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 38°50'06" W 1,852.40')
POINT OF COMMENCEMENT FOR EASEMENT #4
1/2 INCH IRON ROD FOUND (CM) BEARS
N 41°50'39" E 126.70'
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'B' OF TAUBER ADDITION, FILED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 (DRBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and Nagle Street, **S 46° 03' 46" E**, for a distance of **32.60 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 28° 35' 31" W, a distance of 2,044.57 feet;

THENCE, continuing with the common line of said Lot 1, **S 46° 03' 46" E**, for a distance of **15.08 feet** to a point for corner, from which a 3/4 inch iron rod found bears S 46° 03' 46" E, a distance of 101.98 feet;

THENCE, across said Lot 1 and crossing into said Lot 'B', **S 38° 02' 18" W**, for a distance of **155.80 feet** to a point for corner within said Lot 'B';

THENCE, continuing across said Lot 'B', **S 29° 32' 18" W**, for a distance of **121.46 feet** to a point for corner in the common line of said Lot 'B' and Lot 'C' of the Tauber Resubdivision filed in Volume 2888, Page 337 of the Official Records of Brazos County, Texas (ORBCT);

THENCE, with the common line of said Lot 'B' and said Lot 'C', **N 46° 36' 23" W**, for a distance of **15.45 feet** to a point for corner, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears N 46° 36' 23" W, a distance of 65.46 feet;

THENCE, across said Lot 'B', **N 29° 32' 18" E**, for a distance of **118.87 feet** to a point for corner;

THENCE, across said Lot 'B' and said Lot 1, **N 38° 02' 18" E**, for a distance of **158.47 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT4&5_S.
Revised 04/09/2026: Updated per City of College Station comments.

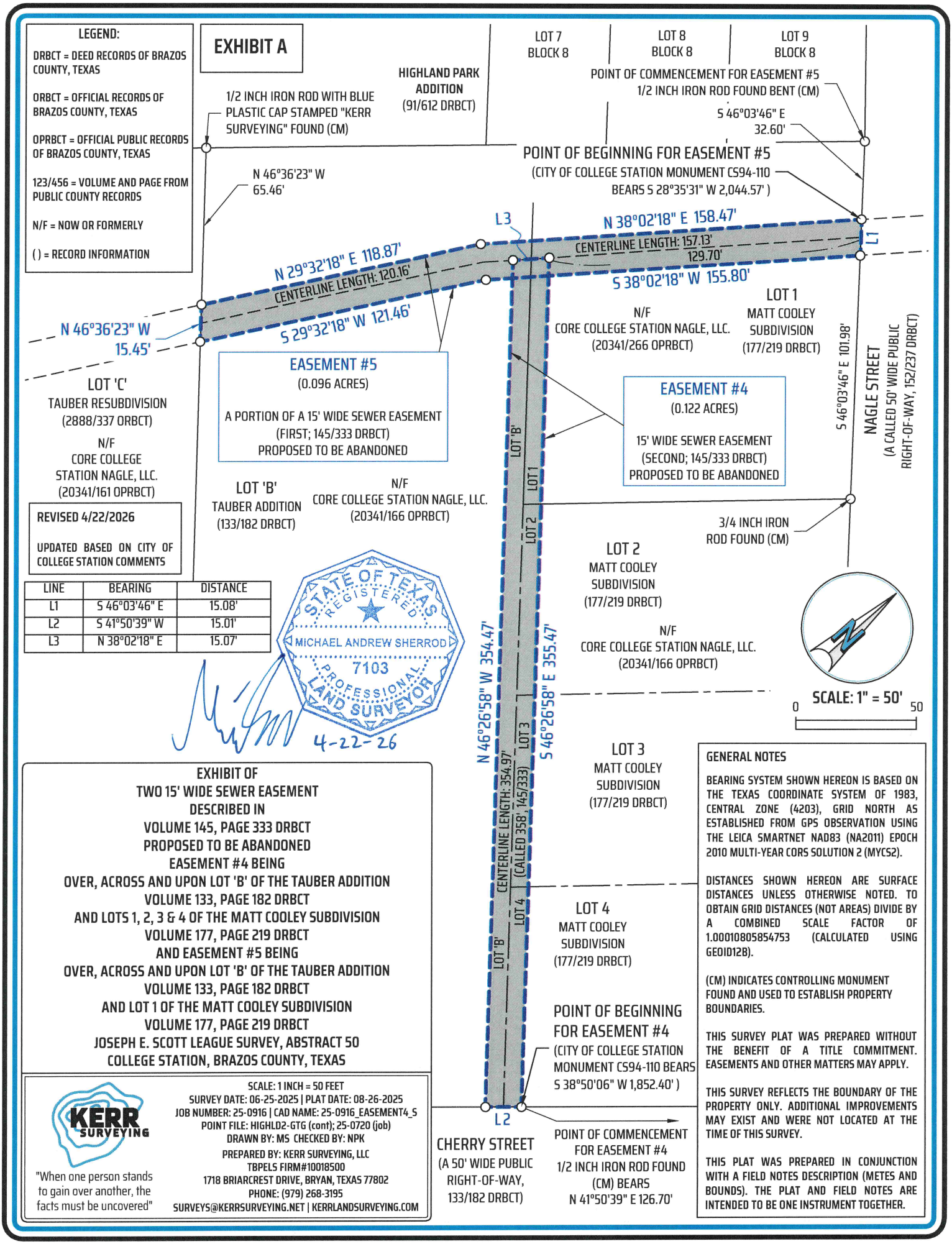


4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



REVISED 4/22/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

LINE	BEARING	DISTANCE
L1	S 46°03'46" E	15.08'
L2	S 41°50'39" W	15.01'
L3	N 38°02'18" E	15.07'

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
EASEMENT #4 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
AND EASEMENT #5 BEING
OVER, ACROSS AND UPON LOT 'B' OF THE TAUBER ADDITION
VOLUME 133, PAGE 182 DRBCT
AND LOT 1 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT4_5
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

10' WIDE UTILITY EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 10' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT HAVING BEEN DEDICATED PER MATT COOLEY SUBDIVISION PLAT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and said Highland Park Addition, **S 41° 12' 57" W**, for a distance of **126.97 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 26° 50' 04" W, a distance of 1,930.20 feet;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **402.82 feet** to a point for corner in the common line of said Lot 4 and Cherry Street (a 50' wide public right-of-way, 133/182 DRBCT) and being the east corner hereof;

THENCE with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.00 feet** to a point for corner, for the south corner of said Lot 4 and being the east corner of Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT);

THENCE, with the common line of said Lot 'B' and said Matt Cooley Subdivision, **N 46° 26' 58" W**, for a distance of **402.71 feet** to a point for corner in the southeast line of said Highland Park Addition, for the north corner of said Lot 'B' and being the west corner of said Lot 1, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears S 41° 12' 57" W, a distance of 136.71 feet;

THENCE, with the common line of said Highland Park Addition and said Lot 1, **N 41° 12' 57" E**, for a distance of **10.01 feet** to the **POINT OF BEGINNING** hereof and containing **4,028 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT6_S.
Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26
Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT A

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

REVISED 4/9/2026

UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS

HIGHLAND PARK ADDITION (91/612 DRBCT)

LOT 7 BLOCK 8

LOT 8 BLOCK 8

LOT 9 BLOCK 8

POINT OF COMMENCEMENT
1/2 INCH IRON ROD FOUND BENT (CM)

L2

S 41°12'57" W 136.71'

S 41°12'57" W 126.97'

1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)

POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 26°50'04" W 1,930.20')

EASEMENT #6
(~4,028 SQ. FT.)

10' WIDE UTILITY EASEMENT (177/219 DRBCT) PROPOSED TO BE ABANDONED

LOT 1
MATT COOLEY SUBDIVISION
(177/219 DRBCT)

LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)

LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/266 OPRBCT)

NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

N 46°26'58" W 402.71'

S 46°26'58" E 402.82'

LOT 2
MATT COOLEY SUBDIVISION
(177/219 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)

LINE	BEARING	DISTANCE
L1	S 41°50'39" W	10.00'
L2	N 41°12'57" E	10.01'

LOT 3
MATT COOLEY SUBDIVISION
(177/219 DRBCT)

SCALE: 1" = 50'
0 50

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL LAND SURVEYOR

4-10-26

LOT 4
MATT COOLEY SUBDIVISION
(177/219 DRBCT)

L1

CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT OF
A 10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON
LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT6_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A **EASEMENT #7 (0.103 ACRES)**

FIELD NOTES DESCRIPTION

OF A

15' WIDE SEWER EASEMENT

PROPOSED TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, of the Deed Records of Brazos County, Texas; DRBCT) and being in the northwest line of Cherry Street (50' wide public right-of-way, 133/182 DRBCT);

THENCE, with the northwest line of Cherry Street, **S 41° 50' 39" W**, for a distance of **396.04 feet** to a point for corner in the common line of said Lot 'C' and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 38° 19' 24" W, a distance of 1,583.49 feet;

THENCE, continuing with the common line of said Lot 'C', said Lot 'D' and Cherry Street, **S 41° 50' 39" W**, for a distance of **15.00 feet** to a point for corner in the common line of said Lot 'D' and Cherry Street;

THENCE, across said Lot 'D', **N 47° 02' 17" W**, for a distance of **296.44 feet** to a point for corner;

THENCE, across said Lot 'D' and crossing into said Lot 'C', **N 29° 32' 18" E**, for a distance of **15.42 feet** to a point for corner within said Lot 'C';

THENCE, across said Lot 'C', **S 47° 02' 17" E**, for a distance of **299.73 feet** to the **POINT OF BEGINNING** hereof and containing **0.103 acres**, more or less.

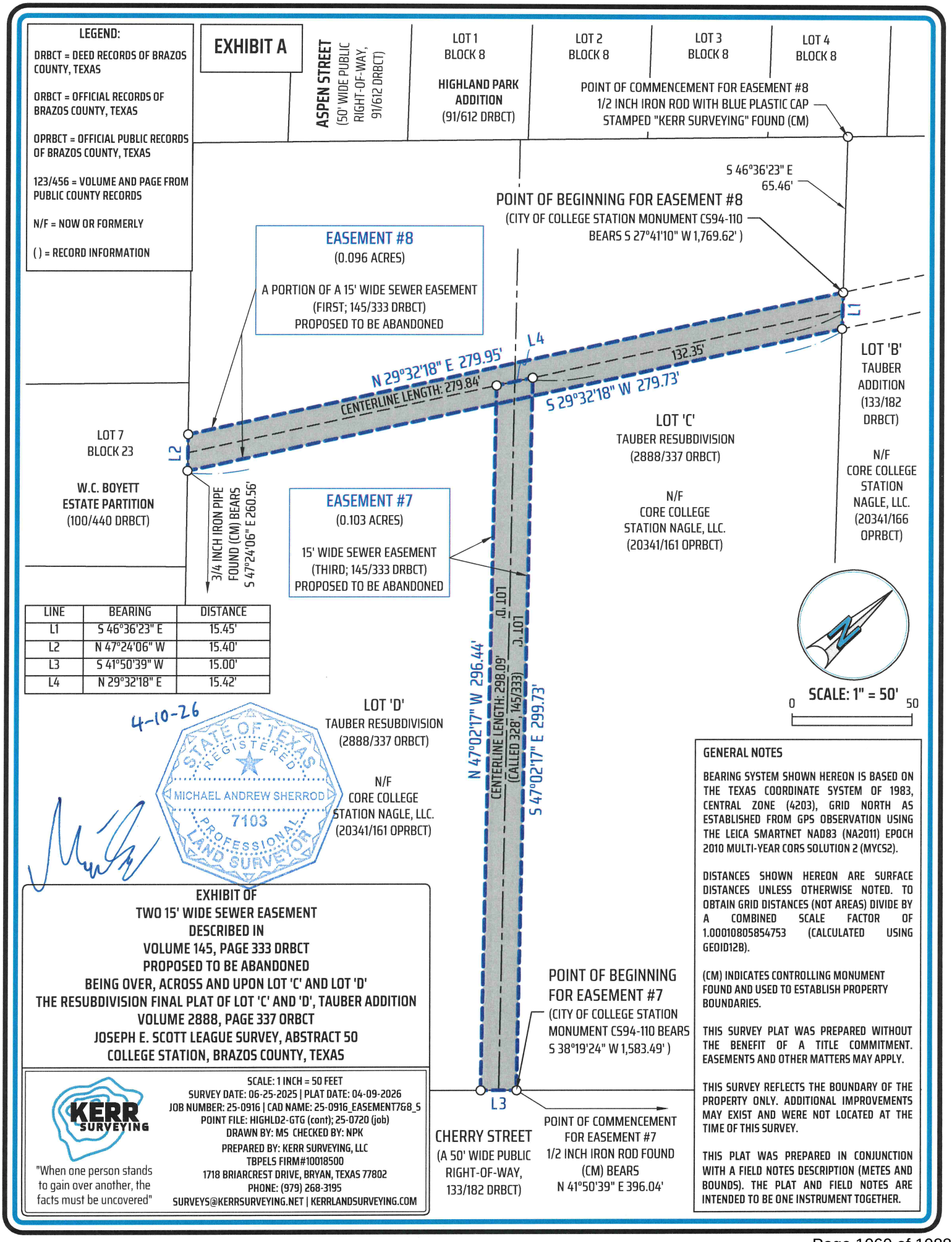
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S.

STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 46°36'23" E	15.45'
L2	N 47°24'06" W	15.40'
L3	S 41°50'39" W	15.00'
L4	N 29°32'18" E	15.42'

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT A **EASEMENT #8 (0.096 ACRES)**

FIELD NOTES DESCRIPTION
OF A PORTION OF A
15' WIDE SEWER EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A PORTION OF A 15' WIDE SEWER EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D' OF THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND LOT 'D', TAUBER ADDITION, FILED IN VOLUME 2888, PAGE 337 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT HAVING BEEN PREVIOUSLY DESCRIBED IN VOLUME 145, PAGE 333 (DRBCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with blue plastic cap stamped 'KERR SURVEYING' on the southeast line of Lot 4, Block 8, Highland Park Addition filed in Volume 91, Page 612 of the Deed Records of Brazos County, Texas (DRBCT) marking the northwest common corner of said Lots 'C' and 'D';

THENCE, S 46° 36' 23" E with the common line of said Lots 'C' and 'D' a distance of 65.46 feet to a point for corner in said common line being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 27° 41' 10" W, a distance of 1,769.62 feet;

THENCE, with said common line, **S 46° 36' 23" E,** for a distance of **15.45 feet** to a point for corner in said common line;

THENCE, over, across, and upon said Lots 'C' and 'D', **S 29° 32' 18" W,** for a distance of **279.73 feet** to a point for corner in the northeast line of Lot 7, Block 23, W.C. Boyett Estate Partition filed in Volume 100, Page 440 (DRBCT) and the southwest line of said Lot 'D', from which a 3/4 inch iron pipe found bears S 47° 24' 06" E a distance of 260.56 feet;

THENCE, with said Lot 7, Block 23 and said Lot 'D', **N 47° 24' 06" W,** for a distance of **15.40 feet** to a point for corner;

THENCE, over, across, and upon said Lots 'D' and 'C', **N 29° 32' 18" E,** for a distance of **279.95 feet** to the **POINT OF BEGINNING** hereof and containing **0.096 acres**, more or less.

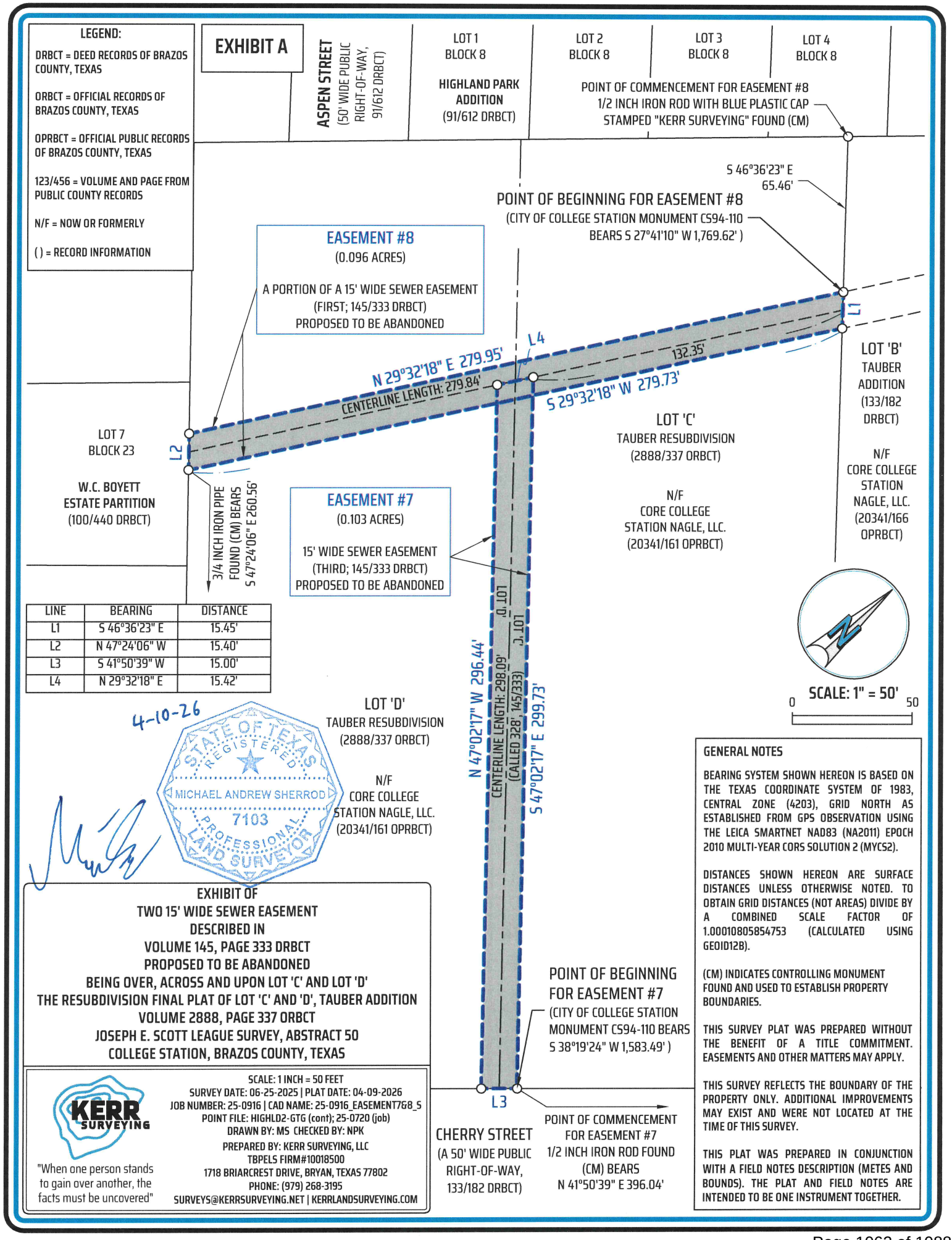
Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT7&8_S. Revised 04/09/2026: Updated per City of College Station comments.

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4/10/26

Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 46°36'23" E	15.45'
L2	N 47°24'06" W	15.40'
L3	S 41°50'39" W	15.00'
L4	N 29°32'18" E	15.42'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT OF
TWO 15' WIDE SEWER EASEMENT
DESCRIBED IN
VOLUME 145, PAGE 333 DRBCT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON LOT 'C' AND LOT 'D'
THE RESUBDIVISION FINAL PLAT OF LOT 'C' AND 'D', TAUBER ADDITION
VOLUME 2888, PAGE 337 ORBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 04-09-2026
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT7&8_S
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A

FIELD NOTES DESCRIPTION
OF A
15' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 15' WIDE UTILITY EASEMENT TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE 15 FOOT UTILITY EASEMENT RECORDED IN VOLUME 3865, PAGE 300 OPRBCT OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the northeast line of said Lot 1 and on the southwest right-of-way of Nagle Street (called 50 foot wide public right-of-way, 152/237 DRBCT) from which the City of College Station monument CS94-110 bears S 29° 39' 14" W a distance of 2,034.57 feet; also from which a 1/2 inch iron rod found bent on said southwest right-of-way marking the north corner of said Lot 1 bears N 46° 03' 46" W a distance of 71.71 feet;

THENCE, with said right-of-way common with said northeast line of Lot 1, **S 46° 03' 46" E a distance of 16.38 feet** to a point from which a 3/4 inch iron rod found bears S 46° 03' 46" E a distance of 61.58 feet;

THENCE, over, across, and upon said Lot 1 for the following three (3) courses and distances:

1) **S 67° 37' 22" W a distance of 81.41 feet** to a point on the southeast line of another 15-foot wide sewer easement (145/333 DRBCT);
2) **N 38° 02' 18" E** with said southeast line of 15-foot wide sewer easement (145/333 DRBCT) **a distance of 30.38 feet;**

3) **N 67° 37' 22" E** a distance of **48.41 feet** to the **POINT OF BEGINNING** hereof and containing **974 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared October 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-1194-S Abandon Esmt.



4/20/26

Michael Andrew Sherrod

Registered Professional Land Surveyor No. 7103

Revised labels per city request 4-2-2026

Revised to add "Exhibit A" per city request 4-20-2026

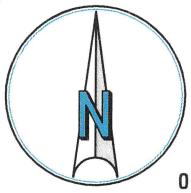
KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT A



SCALE: 1" = 0 20 Feet

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

CITY LIMIT LINE

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805854753 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE EXHIBIT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

1/2 INCH IRON ROD FOUND BENT (CM)

CITY OF BRYAN

CITY OF COLLEGE STATION

NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)

N 46°03'46" W 71.71'

POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 29°39'14" W 2,034.57')

(S 45°43'50" E 16.38', 3865/300 OPRBCT)
S 46°03'46" E 16.38'

(N 67°57'18" E 41.05', 3865/300 OPRBCT)
N 67°37'22" E 48.41'

15' WIDE SEWER EASEMENT
(FIRST; 145/333 DRBCT)
PROPOSED TO BE ABANDONED

(N 36°08'21" E 28.45', 3865/300 OPRBCT)
N 38°02'18" E 30.38'

S 67°37'22" W 81.41'
(S 67°57'18" W 71.80', 3865/300 OPRBCT)

3/4 INCH IRON ROD FOUND (CM) BEARS S 46°03'46" E 61.58'

15' WIDE UTILITY EASEMENT
974 SQ. FT.

15' WIDE UTILITY EASEMENT
(3865/300 OPRBCT)

PROPOSED TO BE ABANDONED
CALLED 846 SQ. FT.
(3865/300 OPRBCT)

LOT 1
MATT COOLEY SUB.
(177/219 DRBCT)

N/F
CORE COLLEGE STATION NAGLE, LLC
(20341/266 OPRBCT)
TAX #44943

REVISED LABELS AND STRUCTURE VISIBILITY PER CITY REQUEST 4-9-2026

EXHIBIT OF
A 15' WIDE UTILITY EASEMENT DEDICATED IN VOLUME 3865, PAGE 300, OPRBCT, PROPOSED TO BE ABANDONED BEING OVER, ACROSS AND UPON LOT 1 OF THE MATT COOLEY SUB. VOLUME 177, PAGE 219, DRBCT JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT NO. 50 COLLEGE STATION, BRAZOS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR

4-10-26

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 20 FEET
FIELD SURVEY DATE: 06-25-2025 | PLAT DATE: 10-03-2025
JOB NUMBER: 25-1194 | CAD NAME: 25-1194-S Abandon Esmt
POINT FILE: HIGHLD2-GTG (cont); 25-0720 (job)
DRAWN BY: TJF CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



Core Spaces NG SH - Easement Abandonment Exhibit

College Station, Texas
APRIL 2026

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: Michael R Zwernemann

Title: OSP Engineer

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: Construction Ops Lead

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____ (Eric Armke)

Title: Electrical Engineer

WELLBORN SUD

By: _____

Title: _____

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: GENERAL MANAGER

Location: *603 Cherry St - ABAN2026-000002*

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter
City Engineer
City of College Station

Brian Binford
Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

William Glenn Gavit
Electric Department
City of College Station

Water Services Department
City of College Station

Emily Fisher
Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Northwest of the Nagle St & Cherry St intersection

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Cale Kobza

ADDRESS: 21 Lakeside Lane

Hockley, TX 77447

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 4,028 SQUARE-FOOT 10-FOOT-WIDE UTILITY EASEMENT, SAID EASEMENT LYING OVER, ACROSS, AND UPON LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, ACCORDING TO THE INSTURMENTS RECORDED IN VOLUME 177, PAGE 219 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 4,028 square foot 10-foot-wide Utility Easement, said easement lying over, across, and upon Lots 1, 2, 3, and 4 of the Matt Cooley Subdivision, according to the instruments recorded in Volume 177, Page 219 as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Easement"); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Easement.

3. There is no anticipated future public need or use for the Easement.

4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easements as described in **Exhibit "A"** are abandoned and vacated by the City contingent and effective upon satisfying all of the conditions described in **Exhibit "B"** attached hereto and made a part of this ordinance for all purposes.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

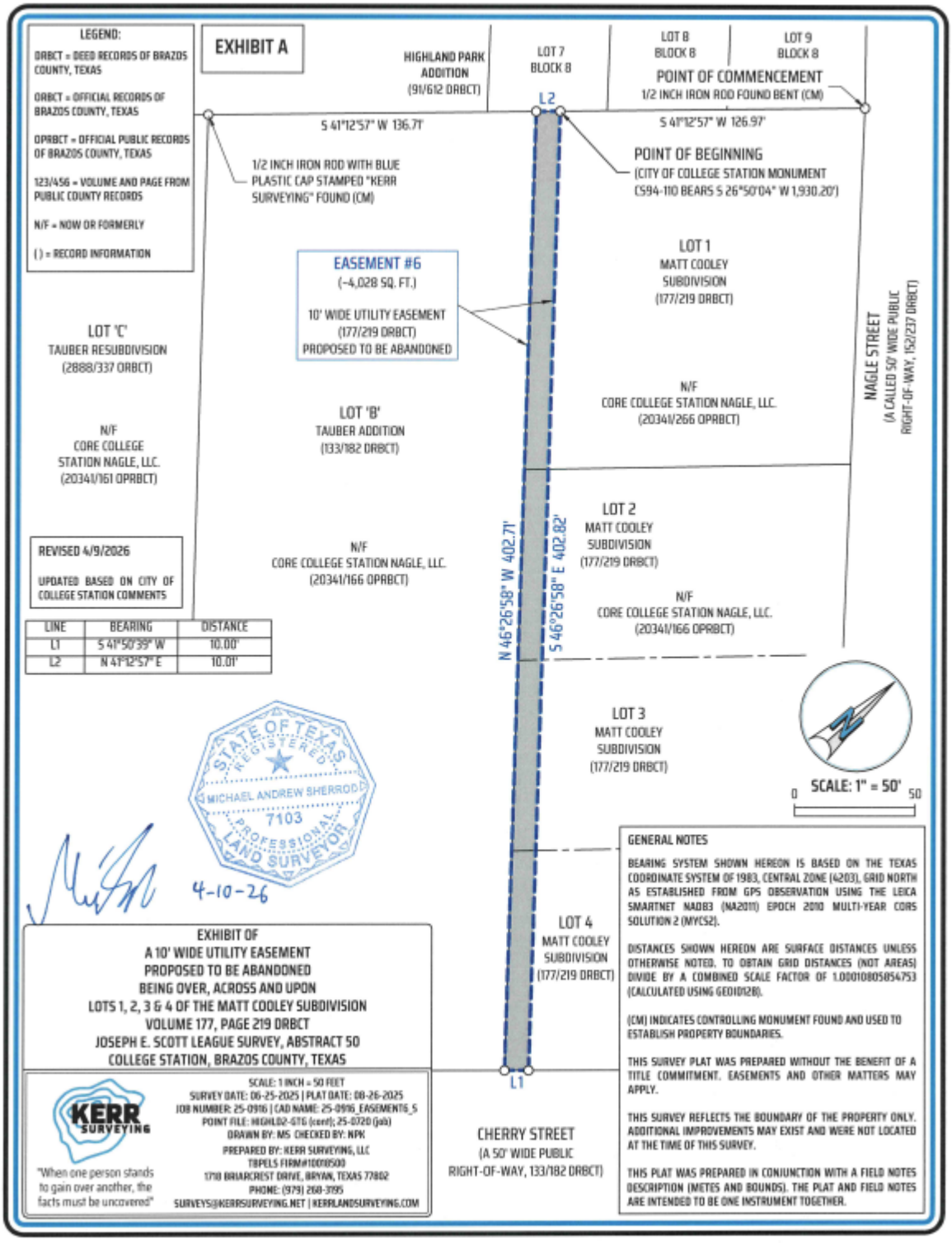

EXHIBIT A
LEGEND:
ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
HIGHLAND PARK ADDITION (91/612 DRBCT)
LOT 7 BLOCK 8
LOT 8 BLOCK 8
LOT 9 BLOCK 8
POINT OF COMMENCEMENT
1/2 INCH IRON ROD FOUND BENT (CM)
L2
S 41°12'57" W 136.71'
S 41°12'57" W 126.97'
1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" FOUND (CM)
POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT CS94-110 BEARS S 26°50'04" W 1,930.20')
EASEMENT #6
(~4,028 SQ. FT.)
10' WIDE UTILITY EASEMENT (177/219 DRBCT)
PROPOSED TO BE ABANDONED
LOT 1
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
LOT 'C'
TAUBER RESUBDIVISION
(2888/337 ORBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/266 OPRBCT)
NAGLE STREET
(A CALLED 50' WIDE PUBLIC RIGHT-OF-WAY, 152/237 DRBCT)
LOT 'B'
TAUBER ADDITION
(133/182 DRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/161 OPRBCT)
REVISED 4/9/2026
UPDATED BASED ON CITY OF COLLEGE STATION COMMENTS
LOT 2
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
N 46°26'58" W 402.71'
S 46°26'58" E 402.82'
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
N/F
CORE COLLEGE STATION NAGLE, LLC.
(20341/166 OPRBCT)
LOT 3
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
SCALE: 1" = 50'
0
50
LINE | BEARING | DISTANCE
L1 | S 41°50'39" W | 10.00'
L2 | N 41°12'57" E | 10.01'
STATE OF TEXAS
REGISTERED
MICHAEL ANDREW SHERROD
7103
PROFESSIONAL
LAND SURVEYOR
4-10-26
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010805054753 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.
THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
LOT 4
MATT COOLEY SUBDIVISION
(177/219 DRBCT)
L1
CHERRY STREET
(A 50' WIDE PUBLIC RIGHT-OF-WAY, 133/182 DRBCT)
EXHIBIT OF
A 10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
BEING OVER, ACROSS AND UPON
LOTS 1, 2, 3 & 4 OF THE MATT COOLEY SUBDIVISION
VOLUME 177, PAGE 219 DRBCT
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 06-25-2025 | PLAT DATE: 08-26-2025
JOB NUMBER: 25-0916 | CAD NAME: 25-0916_EASEMENT6_S
POINT FILE: HIGHL02-GTG (cont); 25-0720 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10010500
1710 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT A **EASEMENT #6 (~4,028 SQ. FT.)**

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
10' WIDE UTILITY EASEMENT
PROPOSED TO BE ABANDONED
JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 10' WIDE UTILITY EASEMENT PROPOSED TO BE ABANDONED IN THE JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOTS 1, 2, 3, AND 4 OF THE MATT COOLEY SUBDIVISION, FILED IN VOLUME 177, PAGE 219 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (DRBCT); SAID EASEMENT HAVING BEEN DEDICATED PER MATT COOLEY SUBDIVISION PLAT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southwest line of Nagle Street (50' wide public right-of-way, 152/237, DRBCT), for the east corner of Highland Park Addition, filed in Volume 91, Page 612 (DRBCT) and being the north corner of said Lot 1;

THENCE, with the common line of said Lot 1 and said Highland Park Addition, **S 41° 12' 57" W**, for a distance of **126.97 feet** to a point for corner and the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-110 bears S 26° 50' 04" W, a distance of 1,930.20 feet;

THENCE, across said Lots 1, 2, 3 and 4, **S 46° 26' 58" E**, for a distance of **402.82 feet** to a point for corner in the common line of said Lot 4 and Cherry Street (a 50' wide public right-of-way, 133/182 DRBCT) and being the east corner hereof;

THENCE with the common line of said Lot 4 and Cherry Street, **S 41° 50' 39" W**, for a distance of **10.00 feet** to a point for corner, for the south corner of said Lot 4 and being the east corner of Lot 'B' of the Tauber Addition, filed in Volume 133, Page 182 (DRBCT);

THENCE, with the common line of said Lot 'B' and said Matt Cooley Subdivision, **N 46° 26' 58" W**, for a distance of **402.71 feet** to a point for corner in the southeast line of said Highland Park Addition, for the north corner of said Lot 'B' and being the west corner of said Lot 1, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears S 41° 12' 57" W, a distance of 136.71 feet;

EASEMENT #6 (~4,028 SQ. FT.)

THENCE, with the common line of said Highland Park Addition and said Lot 1, **N 41° 12' 57" E**, for a distance of **10.01 feet** to the **POINT OF BEGINNING** hereof and containing **4,028 square feet**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared August 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010805854753 (calculated using GEOID12B). Reference drawing: 25-0916_EASEMENT6_S.
Revised 04/09/2026: Updated per City of College Station comments.

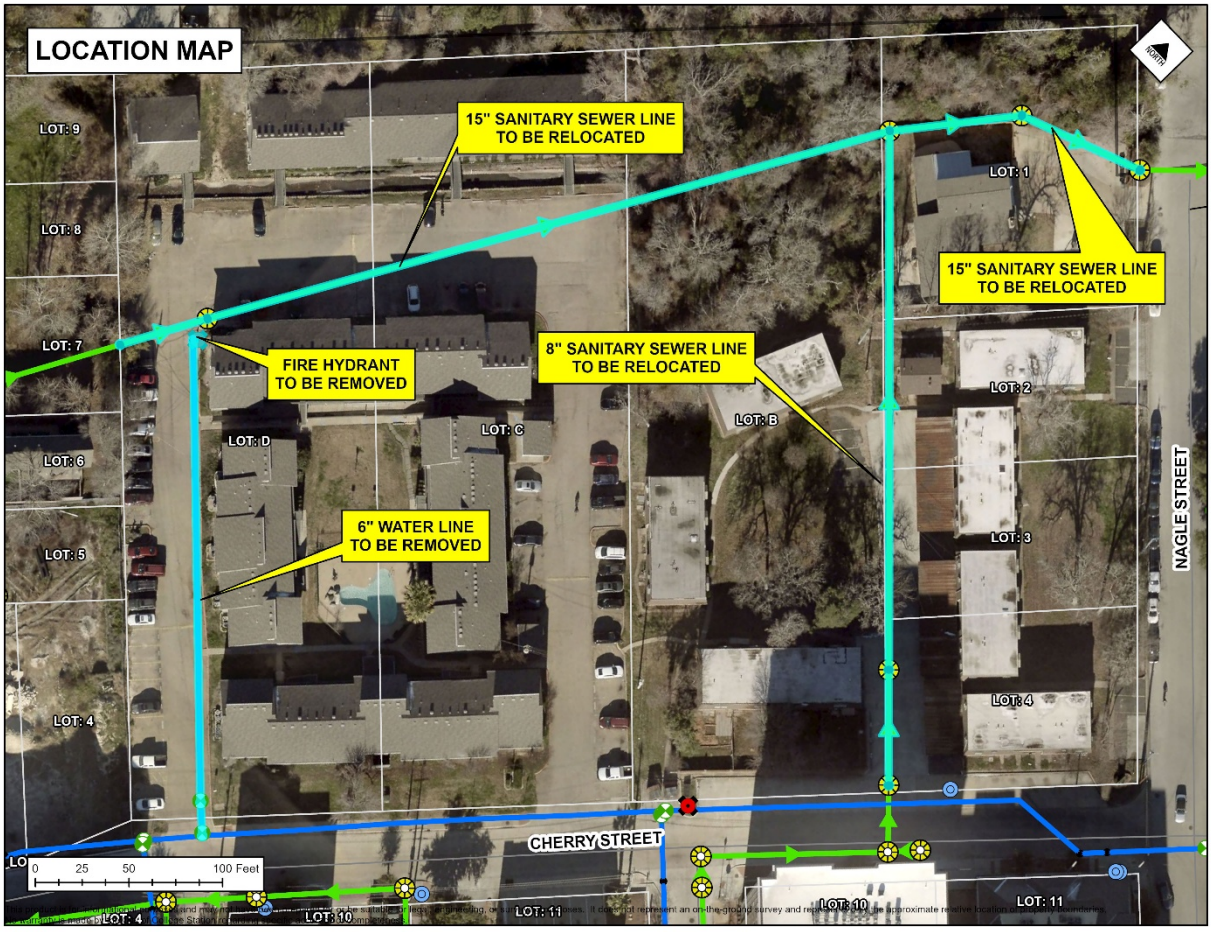
STATE OF TEXAS REGISTERED MICHAEL ANDREW SHERROD 7103 PROFESSIONAL LAND SURVEYOR

4/10/26
Michael Andrew Sherrod
Registered Professional Land Surveyor No. 7103

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Exhibit B

1. Relocation of 15” Sanitary Sewer Line that lies within the 15’ wide Sewer Easement (145/33), the 20’ wide Utility Easement (2888/337) and the 15’ wide Sewer Easement (3865/300); and
2. Relocation of the 8” Sanitary Sewer Line that lies within the 10’ wide Utility Easement (177/219) and within the 15’ wide Sewer Easement (145/33); and
3. Removal of the 8” Water Line and Fire Hydrant Assembly that lies within the 10’ wide Utility Easement (2888/337); and
4. Acceptance of the relocated 15” and 8” Sanitary Sewer Lines evidenced by filing of the Letter of Completion in the official public records for real property of the Brazos County Clerk against the Easement or the property on which the Easement is located.



May 18, 2026
Item No. 9.11.
Standard of Care Ordinance

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an Ordinance adopting the standards of care for the City's Parks and Recreation Department's elementary age (5-13) Recreational Program in compliance with the exemptions for childcare licensing according to Texas Human Resources Code Section 42.041(b)(14).

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends Council adopt the proposed Standards of Care Ordinance.

Summary: The Texas Human Resource Code, Section 42.041(b)(4), establishes requirements to exempt recreational day camp programs operated by municipalities for elementary age (5-13) children from State childcare licensing.

Services provided by the College Station Parks and Recreation Department are recreational in nature, are not child-care facilities and meet all exemptions to this legislation.

To receive exempt status from requirements of the Texas Human Resources Code, a municipality must annually submit a copy of the Standards of Care, a notice of a public hearing and a copy of the ordinance adopting the standards.

The Standards of Care provide minimum guidelines and include: Staff ratios
Minimum staff qualifications
Minimum facility, health, and safety standards
Mechanisms for monitoring and enforcing the adopted local standards Notice to parents that the day camp program is not licensed by the state

The Ordinance is presented to City Council for consideration each year.

Budget & Financial Summary: N/A

Attachments:
1. 2026 - Standards Of Care Ordinance

ORDINANCE NO. _____

AN ORDINANCE ADOPTING LOCAL STANDARDS OF CARE FOR THE CITY OF COLLEGE STATION PARKS AND RECREATION DEPARTMENT'S ELEMENTARY AGE (AGES 5 TO 13) RECREATION PROGRAMS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to section 42.041(b)(14) of the Texas Human Resources Code, the City of College Station is not required to obtain a license from the Texas Department of Family and Protective Services to operate an elementary- age (ages 5- 13) recreation programs provided that the governing body of the City annually adopts standards of care after a public hearing; and

WHEREAS, the City Council finds that it will promote the health, safety and general welfare of the citizens of the City of College Station and the general public and is in the best interest of its citizens to adopt the standards of care; and

WHEREAS, the City of College Station finds that a public hearing was held before the adoption of this Ordinance; now, therefore,

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

PART 1: The City Council hereby adopts local standards of care for the City of College Station Parks and Recreation Department elementary age (ages 5 to 13) recreation programs in compliance with the requirements of Texas Human Resources Code Section 42.041(b)(14) as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3 This Ordinance becomes effective immediately from and after its date of passage by the City Council.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A
CITY OF COLLEGE STATION RECREATION PROGRAMS
LOCAL STANDARDS OF CARE

The Council adopts these local standards of care for the Parks and Recreation Department elementary- age (ages 5- 13) recreational programs under Texas Human Resources Code Section 42.041(b)(14) (Required License and Accreditation) and its home rule authority.

PART 1. DEFINITIONS.

(A) RECREATION ASSISTANT means a person responsible for the direct care or administration, clerical support, food preparation, or Facility maintenance.

(B) DEPARTMENT means the Parks and Recreation Department.

(C) DIRECTOR means the director of the Parks and Recreation Department.

(D) DESIGNEE means a person appointed by the Director to act on the Director's behalf.

(E) FACILITY means a building or improvement operated or used by the Department in conducting a Recreational Program.

(F) PARTICIPANT means a child aged five (5) to thirteen (13) years old who is enrolled in a Recreational Program and is under the supervision of Department staff.

(G) RECREATIONAL PROGRAM OR PROGRAM means a fee-based children's program or activity offered and supervised by the Department that requires a Participant to enroll or register to participate.

(H) STAFF means a person who is employed by the Department to work in a Recreational Program.

(I) VOLUNTEER means a person assisting without remuneration in the care or supervision of Participants.

PART 2. PROGRAM ADMINISTRATION.

(A) The Department shall operate elementary- age (ages 5- 13) Recreational Programs in compliance with this Ordinance and the Department's rules adopted under this Ordinance.

(B) The Director, or Designee, shall administer the programs.

PART 3. PROGRAM RULES; MONITORING.

(A) The Director shall adopt rules relating to the operation of the programs. A rule adopted under this Ordinance may be more restrictive than the minimum standards.

(B) The Director shall monitor the programs to ensure compliance with the standards adopted in this Ordinance and the rules.

PART 4. REQUIRED SUPERVISION FOR NON-AQUATIC RECREATIONAL PROGRAMS.

(A) Except as provided in Subsection (B), the Department shall provide Recreation Assistants during a Recreational Program at a minimum as follows:

(1) One Recreation Assistant for each twelve (12) Participants between the ages of five (5) and nine (9) years old; and

(2) One Recreation Assistant for each fifteen (15) Participants between the ages of ten (10) and thirteen (13) years old.

(B) The Department shall provide activity leaders during a Recreational Program designed for Participants with a disability at a minimum as follows:

(1) One Recreation Assistant for each four Participants between the ages of five (5) and twelve (12); and

(2) One Recreation Assistant for each eight Participants between the ages of twelve (12) and thirteen (13) years old.

PART 5. REQUIREMENTS FOR ACTIVITY LEADERS.

(A) The Department shall provide a minimum of one Recreation Assistant for each class or group enrolled in a Recreational Program.

(B) A Recreation Assistant must be at least sixteen (16) years old.

(C) A Recreation Assistant must retain the following certification from a nationally recognized organization approved by the Director:

(1) cardiopulmonary resuscitation for adults, children and infants;

(2) use of an automated external defibrillator; and

(3) first aid.

PART 6. STAFF AND VOLUNTEER TRAINING REQUIREMENTS.

(A) The Director shall establish training requirements for all Staff and Volunteers who provide direct care or supervision to Participants.

(B) At least one Staff member at each Facility must have current training in first aid, automated external defibrillator, and cardiopulmonary resuscitation for adults, children and infants from a nationally recognized program that has been approved by the Director.

PART 7. PERSONNEL RESTRICTION.

(A) A person may not be employed or serve as a Volunteer in a Recreational Program if:

(1) the person would be barred from being present at a child care operation while children are in care under the Texas Administrative Code, Title 26, Part 1, Chapter 745 (Licensing); or

(2) The Director determines that, based on the criminal history and other relevant and credible information, the person poses a risk to the safety or health of Participants.

(B) The Director may obtain a criminal history record of any employee or Volunteer working or applying to work in a Recreational Program.

PART 8. FACILITY OPERATION; PHYSICAL ENVIRONMENT.

(A) The Department may not operate a Recreational Program at a Facility unless the Facility meets the following requirements:

(1) The Facility and equipment used in the Program do not present fire, health, or safety hazards and are kept free of refuse and debris;

(2) The Facility is inspected annually for safety by the Department;

(3) The Facility is kept free of insects, rodents, and stray animals;

(4) The Facility has clearly marked emergency exits;

(5) The Facility has a disaster and evacuation procedure posted in a visible location;

(6) The Facility is used and maintained in accordance with the fire prevention requirements of Chapter 16 of the Code of Ordinances (Fire Prevention and Protection) and the fire chief's directives, including not fewer than four fire drills each year;

(7) First aid and infection control kit are kept at the Facility, including sufficient additional kits to be taken to other locations at which Participants engage in a program activity;

(8) First aid guidelines are on file and visibly posted at the Facility, including: (a) cardio pulmonary resuscitation and rescue breathing sequence guidelines; (b) first aid review; and (c) emergency action plans; and

(9) The Facility has a sufficient number of restrooms that are equipped for independent use by children and that are designed to permit Staff supervision if necessary.

(B) The Department shall maintain a campground or primitive Facility used for a Recreation Program in compliance with the requirements of Subsection (A) to the extent possible.

(C) The Department shall maintain equipment used in the Programs in good condition. Department Staff shall remove a defective tool, machinery, appliance, or other equipment and report the defective item to a supervisor. Unauthorized Staff may not repair defective equipment.

PART 9. PHYSICAL HEALTH STANDARDS.

(A) A Staff member shall supervise a Participant who is ill or injured until a parent or other authorized adult removes the Participant from the Facility.

(B) Staff shall keep a Participant whose illness or medical condition would compromise the health or safety of the others separate from the others until the Participant is removed from the Facility.

(C) Staff shall call a Participant's parent or guardian if Participant has an oral temperature of 100.4 degrees Fahrenheit or greater, accompanied by behavior changes or other signs or symptoms of illness.

(D) Staff may not admit or readmit a Participant whose illness or medical condition prevents the Participant from comfortably participating in program activities or places other Participants at risk to the Facility for the duration of the illness or condition.

(E) In the case of an acute illness or injury to a Participant, Staff shall call for an emergency vehicle to transport the Participant to an authorized medical facility.

PART 10. MEDICATION STANDARDS.

(A) A Staff member may not administer medication to a Participant without a parental medication authorization. Staff may not administer medication that is not in its original container or past the expiration date on the container.

(B) A Staff member may not administer an injection or an amount of medication that is inconsistent with the prescribed dosage. A Staff member may administer an epinephrine auto-injector device if the Staff member has completed training approved by the Department.

(C) A Staff member may not accept more than a daily supply of medication for a Participant and the member shall return the unused medication to the parent at the end of the day.

(D) Staff must keep medication in a locked and secured location that is not accessible by Participants.

(E) A Staff member shall maintain a medication log that includes the name of the Participant to whom the medication is administered, the time the medication is dispensed, and the name of the person dispensing the medication.

PART 11. DISTRIBUTION OF STANDARDS.

(A) The Department shall post and make available copies of the standards adopted in this Ordinance or by rules adopted under this Ordinance.

(B) The Department shall inform parents or guardians of each Participant that the Recreational Programs are not licensed by the state. The programs may not be advertised as child-care facilities.

PART 12. ENFORCEMENT.

The Director or Designee shall monitor and enforce this Ordinance and the standards herein required by law.

May 18, 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 May 19th thru May 28th:

May 19-22 - 2026 ITGA Annual Conference
May 19 - Council Transportation & Mobility Committee
May 20 - B/CS MPO Policy Board Meeting
May 20 - Exploring History Luncheon
May 21 - Salvation Army 15th Annual "Doing the Most Good Luncheon"
May 21 - Brazos County Board of Health Board Meeting
May 21 - Business After Hours
May 21 - Planning & Zoning Commission Meeting
May 25 - Memorial Day | City Offices Closed
May 26 - Council Budget and Finance Committee Meeting
May 26 - Seminar Supper
May 27 - Regular Housing Plan Advisory Committee Meeting
May 27 - Food Truck Wednesday
May 28 - Council Meeting Day

Budget & Financial Summary: None.

Attachments:
None

May 18, 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