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#

June 11, 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.
c. Legal advice related to the design contract for Southeast Park.
d. Legal advice related to an incident that was generally located in the 1200 Block of Harvey Road.
e. Legal advice related to the legal process for the acquisition of land generally located on the south side of the intersection of Harvey Road and Associates Drive.

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

the Midtown Business Park.
c. Property located within the Midtown Business Park.

2.3. **Personnel {Gov't Code Section 551.074};**
Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:
a. Council Self-Evaluation

2.4. **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. Hear Visitors.

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

6. Consent Agenda.

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

6.1. Presentation, discussion, and possible action of minutes for:
• May 28, 2026 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM052826 DRAFT Minutes

6.2. Presentation, discussion, and possible action on a construction contract with Norman Construction Services, LLC for State Highway 6 Utility Relocation Bid Package No. 2 in the amount of $4,263,703 plus the City's contingency in the amount of $640,000 for a total appropriation of $4,903,703. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Susan Monnat, Jennifer Cain

Attachments: 1. SH6 Utility Relocates Map
2. 26300591_SH6 Utilities Package 2 Contract - Norman Construction - Vendor Signed

6.3. Presentation, discussion, and possible action on a construction contract with The Playwell Group, Inc. and Playworks, Inc. for playground equipment replacement at John Crompton Park in the amount of $185,437.34 plus the City's contingency in the amount of $18,543.73 for a total appropriation of $203,981.07 to be funded through Community Development Block Grant (CDBG) funds.

Sponsors: Kelsey Heiden

Attachments: 1. John Crompton Park Contract - 26300496

7. Workshop Agenda.

7.1. Presentation, discussion, and possible action regarding micromobility devices and safety.

Sponsors: Jesse DiMeolo

Attachments: None

7.2. Presentation, discussion, and possible action and discussion regarding education efforts to improve code compliance in a transient population.

Sponsors: Richard Mann

Attachments: None

8. Regular Agenda.

8.1. Public Hearing, presentation, discussion, and possible action regarding the proposed FY 2027 (PY2026) Annual Action Plan and the FY 2027 Community Development Budget.

Sponsors: Raney Whitwell

Attachments: 1. Attachment 1 -PY 2026 Proposed Community Development Budget
2. Attachment 2- PY 2026 Plan Development Process Summary
3. Attachment 3 - PY 2026 CDBG Public Service Funding
4. Attachment 4 - 2025-2029 Community Development Goals
5. Attachment 5- 2026 Income Limits
6. Attachment 6 - Area Benefit Map
7. Attachment 7 Community Development Project Descriptions
8. Annual Action Plan Public Comment Draft

8.2. Presentation, discussion, and possible action on a general services contract award to Green Teams, Inc. for City-Wide Landscape Maintenance and Mowing for an amount not-to-exceed $1,443,364.

Sponsors: Emily Fisher

Attachments:
1. 26-038 Evaluation
2. 26300567--BWc (CC 6.18.26)

8.3. Presentation, discussion, and possible action on the Destination Strategic Plan for College Station Tourism.

Sponsors: Jeremiah Cook

Attachments:
1. Resolution Tourism Strategic Plan 6-4-2026
2. Tourism Strategic Plan- Final

9. Items of Community Interest and Council Calendar.

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

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

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

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

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

12. Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion. 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 June 4, 2026 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

June 11, 2026
Item No. 6.1.
May 28th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• May 28, 2026 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM052826 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
MAY 28, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Presiding:
John Nichols, Mayor

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

City Staff:
Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary
Kim Dickey, Records Management Administrator

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on May 28, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Development, and the College Station City Council convened into Executive Session at 4:02 p.m. on May 28, 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 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 for a development on the 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
- Economic development agreement for a development within the Midtown Business Park relating to baseball fields.
- Economic development agreement with College Station Town Center, LP.
- Economic development agreement between the City and CS Science Park, LLC as assigned to OGC College Station Park, LP.

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

Executive Session recessed at 6:00 p.m.

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

Invocation given by City Councilmember David White.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Shafer, the City Council voted five (5) for and none (0) opposed, to approve absence request from Councilmember William Wright for the May 28, 2026 City Council Meetings. The motion carried unanimously.

5. Hear Visitors Comments.

John Hamilton from College Station addressed the City Council regarding difficulties obtaining audit logs for flock cameras from the College Station Police Department, detailing his open records requests. Mr. Hamilton concluded by asking the council to stop resisting his requests and to work collaboratively to address transparency concerns regarding flock camera data.

6. CONSENT ITEMS

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

Item *(6.3), (6.4) and (6.8)* were pulled for clarification.

(6.3) Jeremiah Cook, Tourism Assistant Director, explained the payment formula for the Texas State soccer match at Kyle Field, clarifying that the city guarantees a minimum payment of $250,000 based on hotel occupancy tax, with potential for additional payment if hotel revenue exceeds the threshold.

(6.4) Brian Piscacek, Economic Development Assistant Director, explained that the increased budget for the parking access and revenue control system, noting the inclusion of a parking guidance system and hardware replacement, and clarified that ongoing maintenance costs would be appropriated annually from the enterprise fund. Mr. Piscacek explained that the fluctuation in parking revenue projections, changes in parking lot decisions, normalization of fees, and evolving demand from adjacent residential structures contributed to the revised estimates.

(6.8) Jason Schubert, Transportation Planning Administrator, provided an update on the selection of a consultant for the Northgate pedestrian and bicycle safety study, stating that negotiations are underway and the contract will be presented to council once finalized.

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

- **May 18, 2026 Council Meeting**

6.2. Presentation, discussion, and possible action on a sponsorship agreement with Texas A&M University for the USA Track & Field Lone Star Grand Prix on June 6, 2026 for an amount not to exceed $175,683.

6.3. Presentation, discussion, and possible action on an agreement with Texas A&M University for the Roadto26 soccer match at Kyle Field on June 6, 2026 for an amount not to exceed $500,000.

6.4. Presentation, discussion, and possible action on the approval of a contract with DESIGNA Access Corporation in an amount not to exceed $962,805 for a Parking Access and Revenue Control System in the College Main Parking Garage.

6.5. Presentation, discussion, and possible action on an amendment to a Construction Manager at Risk (CMAR) Contract with Garney Construction, Inc. accepting the Guaranteed Maximum Price (GMP) of $22,548,606.44 for all remaining electrical components and a micro-tunnel under the Little Brazos River, plus the City's contingency in the amount of $563,715 for a total appropriation of $23,112,321.44.

6.6. Presentation, discussion, and possible action on an agreement granting Community Development Block Grant (CDBG) funds to Brazos Valley Community Action Programs (BVCAP) in the amount of $330,000 for the purchase and rehabilitation costs related to the acquisition of a single-family home located at 2402 Colgate Circle in order to create an affordable rental opportunity.

6.7. Presentation, discussion, and possible action on a contract award to Freeit Data Solutions, Inc. for computer hardware, software licensing, and multi-year support services, not-to-exceed $334,794.14.

6.8. Presentation, discussion, and possible action on an Interlocal Agreement with the Bryan/College Station Metropolitan Planning Organization for the South College Avenue/University Drive Complete Streets Plan for an amount not to exceed $40,000.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember McIlhaney, the City Council voted five (5) for and none (0) opposed, to approve the Consent agenda. The motion carried unanimously.

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action on an overview of the Harvey Road Corridor Redevelopment Plan, including processes and work to date.

Heather Wade from Planning and Development provided an overview of the Harvey Road Corridor redevelopment plan, detailing the planning process, area boundaries, community engagement strategy, and next steps, with council members providing feedback and requesting inclusion in information updates.

Harvey Road Corridor Overview:

- This corridor serves as one of the City's most prominent east-west thoroughfares.
- It functions as a gateway to Texas A&M University and connects key commercial, residential, and recreational zones.
- Despite its strategic location, the corridor currently lacks a cohesive identity and consists of diverse commercial developments, underperforming retail centers, and older apartment complexes.

Key Considerations:

- Analysis includes existing conditions, the current economic landscape, notable attributes, and future growth potential.
- Texas Avenue experiences nearly 50,000 vehicles daily.

Additional Points for Discussion:

- The area encompasses sorority and fraternity housing, apartment residents, and adjacent neighborhoods.

The Council directed staff to move forward with the Harvey Road Corridor Redevelopment Plan.

8. REGULAR ITEMS

8.1. Presentation, discussion, and possible action on Resolution No. 05-28-26-8.1 directing publication of notice of intention to issue Certificates of Obligation, Series 2026 and providing an effective date.

Michael DeHaven, Assistant Finance Director, presented the process for issuing certificates of obligation, outlining the timeline, cash flow analysis, and project funding, with council members asking about call protection, interest costs, and the allocation of funds for water projects. Mr. Dehaven described the steps for issuing certificates of obligation, including publishing a notice of intent, a 45-day waiting period, conference calls with rating agencies, and council approval of the parameter's ordinance, followed by pricing and closing. The fiscal year 2026 budget projected $90 million in cash flow expenditures, but analysis determined only $37.25 million in certificates were needed, optimizing interest exposure and aligning with project timelines. At the July 23rd meeting, City Council may approve a sale parameters ordinance for the CO Bonds or postpone it for up to ninety days if not ready. Staff reviewed the COs' impact on debt service and tax rates, recommending approval; annual reviews will occur with budget forecasts. To comply with Tex. H.B. 477, the City's current debt principal is $406,880,000; total required payments are $530,037,626; maximum new CO principal is $37,250,000; and estimated payment for new COs is $54,695,080. The maximum interest rate complies with legal limits; maturity is set for February 15, 2046.

FY26 Certificates Issuance Process

FY26 Budget		FY26 Actual Cashflow Needs	
Facilities & Tech	$ 2,000,000	Facilities & Tech	$ -
Parks	3,000,000	Parks	-
Streets	16,200,000	Streets	-
Water	50,200,000	Water	37,250,000
Wastewater	19,500,000	Wastewater	-
Total Debt Issue	**$ 90,900,000**	**Total Debt Issue**	**$ 37,250,000**

  - Changes due to lower cost on existing projects, shifting expenses from FY26 to FY27, and investment earnings on CIP fund balances in Facilities, Parks, and Streets. Water and Wastewater are shifting expenses from FY26 to FY27, along with investment earnings on CIP fund balances.
- Review of I&S tax rate assumption relating to debt service requirement and planned defeasance of 2014 General Obligation bonds.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember McIlhaney, the City Council voted five (5) for and none (0) opposed, to approve Resolution No. 05-28-26-8.1, directing publication of notice of intention to issue Certificates of Obligation, Series 2026 and providing an effective date. The motion carried unanimously.

8.2. Public Hearing, presentation, discussion, and possible action on Ordinance No. 2026-4688 Budget Amendment No. 2 amending Ordinance No. 2025-4612 amending the budget for the 2025-2026 Fiscal Year in the amount of $5,154,124.

Mary Ellen Leonard, Finance Director, stated that the charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover expenditures, and after holding a public hearing on such budget amendment. The proposed budget amendment is to increase the FY26 budget appropriations by $5,154,124 primarily due to the addition of $3,850,00 in Capital Projects. This amendment also includes one interfund transfer from the IT Replacement Fund to contribute cash for a work order system replacement. The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. If approved, the net revised 2025-2026 budget appropriations will be $512,095,985.

Operating Budget Amendment Items:
- Drainage Engineering Flood Study and Early Flood Warning System – Drainage Fund - $250,000 (Budget Amendment).
- Additional Electric Telecomm Joint Use Permitting Specialist – Electric Fund - $94,424 (Budget Amendment; 1.0 FTE).
- CGDB – MIT Award – CDBG Fund - $500,000 (Budget Amendment).
- Self-Contained Breathing Apparatus (SCBA) Items for Fire Station #7 – General Fund - $126,700 (Budget Amendment).
- Northgate Garage PARCS System Increase – Northgate Fund - $281,000 (Budget Amendment).
- Donation for the Conservation of Native Plants – General Fund - $52,000 (Budget Amendment).

Capital Improvement Project Budget Amendment Items:
- Lincoln Center Splashpad – Parkland Zone 1 CIP - $1,300,000 (Budget Amendment).

- Jones Butler Extension and Roundabout – Water CIP - $1,300,000 (Budget Amendment).
- Dowling Road Pump Station Storage Tanks Improvements – Water CIP - $800,000 (Budget Amendment).
- Software Conversion Upgrade – Facility and IT CIP - $450,000 (Budget Amendment and Interfund Transfer).

At approximately 7:00 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:00 p.m.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember McIlhaney, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance No. 2026-4688, Budget Amendment No. 2 amending Ordinance No. 2025-4612 amending the budget for the 2025-2026 Fiscal Year in the amount of $5,154,124. The motion carried unanimously.

8.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2026-4689 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 and E Estate to RS Restricted Suburban for approximately 7.73 acres generally located southwest of the intersection of Sebesta Road and Foxfire Drive.

Gabriel Schrum, Planning and Development, stated that this request is to rezone approximately 7.73 acres of mostly developed land, generally located southwest of the intersection of Sebesta Rd and Foxfire Dr from R Rural and E Estate to RS Restricted Suburban. These platted lots proposed to be rezoned consist of an existing developed church, Holy Cross Lutheran Church, which has frontage to Sebesta Rd. This zoning request is an effort to bring these lots to a consistent zoning throughout the entirety of the development. The applicant is requesting a zoning district change in an effort to make improvements on the property in a cohesive manner based on the RS Restricted Suburban zoning district and its associated zoning standards as required.

Staff recommends approval of the rezoning request. This item was heard at the May 7, 2026 Planning and Zoning Commission meeting and was unanimously recommended for approval (6-0).

At approximately 7:04 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:04 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember McIlhaney, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance No. 2026-4689, 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 and E Estate to RS Restricted Suburban for approximately 7.73 acres generally located southwest of the intersection of Sebesta Road and Foxfire Drive. The motion carried unanimously.

8.4. Public Hearing, presentation, discussion, and possible action on Ordinance No. 2026-4690 amending the College Station Comprehensive Plan by expiring the Northgate Redevelopment Plan, the Revised Wolf Pen Creek Master Plan, the Northgate Redevelopment Implementation Plan, the Medical District Master Plan, and the Bicycle, Pedestrian, and Greenways Master

Plan; and adding the Active Transportation Master Plan; and by amending the text in all chapters; and by amending Map 2.1 titled "Planning Areas Map" by removing the Medical District Master Plan, renaming the Harvey Road Redevelopment Area to the Harvey Road Corridor Redevelopment Plan; and by amending a Map 6.2 titled "Functional Classification & Context Map" by reclassifying Pebble Creek Parkway from Minor Arterial to a Major Collector.

Christine Leal and Jesse DiMeolo, Planning and Development, stated that this item is to consider proposed amendments to the city's comprehensive plan and the adoption of the Active Transportation Master Plan. This covers map updates, plan retirements, economic development strategies, crash data analysis, prioritized corridors, and policy discussions, with extensive council and staff dialogue on neighborhood traffic management and connectivity.

The proposed amendments implement recommendations:

- Revising text throughout the plan to reflect current context and remove outdated data,
- Updating all maps to reflect changes since the 10-year update and adding an "as of" date,
- Eliminating repetitive or redundant narrative,
- Incorporating additional narrative and strategies from the Economic Development Master Plan, and
- Revising the implementation table to clarify the intent of certain action items and align them with specific staff responsibilities.

The Planning & Zoning Commission received the proposed redlines for the Comprehensive Plan at its May 7, 2026 meeting and voted 6-0 to recommend approval of the proposed amendments. The Commission will consider an amendment to the Comprehensive Plan to incorporate the new Active Transportation Master Plan at its May 21, 2026 meeting. The Master Plan was approved 6-0 by the Bicycle, Pedestrian, and Greenways Advisory Board at its May 11, 2026 meeting. Staff recommends approval.

At approximately 8:01 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:01 p.m.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember McIlhaney, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance No. 2026-4690, amending the College Station Comprehensive Plan by expiring the Northgate Redevelopment Plan, the Revised Wolf Pen Creek Master Plan, the Northgate Redevelopment Implementation Plan, the Medical District Master Plan, and the Bicycle, Pedestrian, and Greenways Master Plan; and adding the Active Transportation Master Plan; and by amending the text in all chapters; and by amending Map 2.1 titled "Planning Areas Map" by removing the Medical District Master Plan, renaming the Harvey Road Redevelopment Area to the Harvey Road Corridor Redevelopment Plan; and by amending a Map 6.2 titled "Functional Classification & Context Map" by reclassifying Pebble Creek Parkway from Minor Arterial to a Major Collector. The motion carried unanimously.

9. Items of Community Interest and Council Calendar: The Council may discuss upcoming events and receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community

event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Mayor Nichols and Councilmember Yancy spoke on the retirement of Scott Delucia, highlighting his long-standing role in the community and his contributions through radio interviews, with plans for the city manager to share best wishes on air.

Bryan Woods, City Manager, highlighted several upcoming events in College Station, including 4H, track and field, soccer matches, and the International Town and Gown Association Conference, recognizing Councilmember Shafer and staff members Barbara Moore and Tatelyn Morris Wise.

10. 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)

Mayor Nichols spoke about vacancies on the Construction Board, the Parks Board, and the Zoning Board of Adjustments.

Councilmember White reported on an upcoming Legislative Committee Survey.

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

No future agenda items at this time.

12. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 8:10 p.m. on Thursday, May 28, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

June 11, 2026
Item No. 6.2.
SH6 Utility Relocates Bid Package No. 2 Construction Contract

Sponsor: Susan Monnat, Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Norman Construction Services, LLC for State Highway 6 Utility Relocation Bid Package No. 2 in the amount of $4,263,703 plus the City's contingency in the amount of $640,000 for a total appropriation of $4,903,703. 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

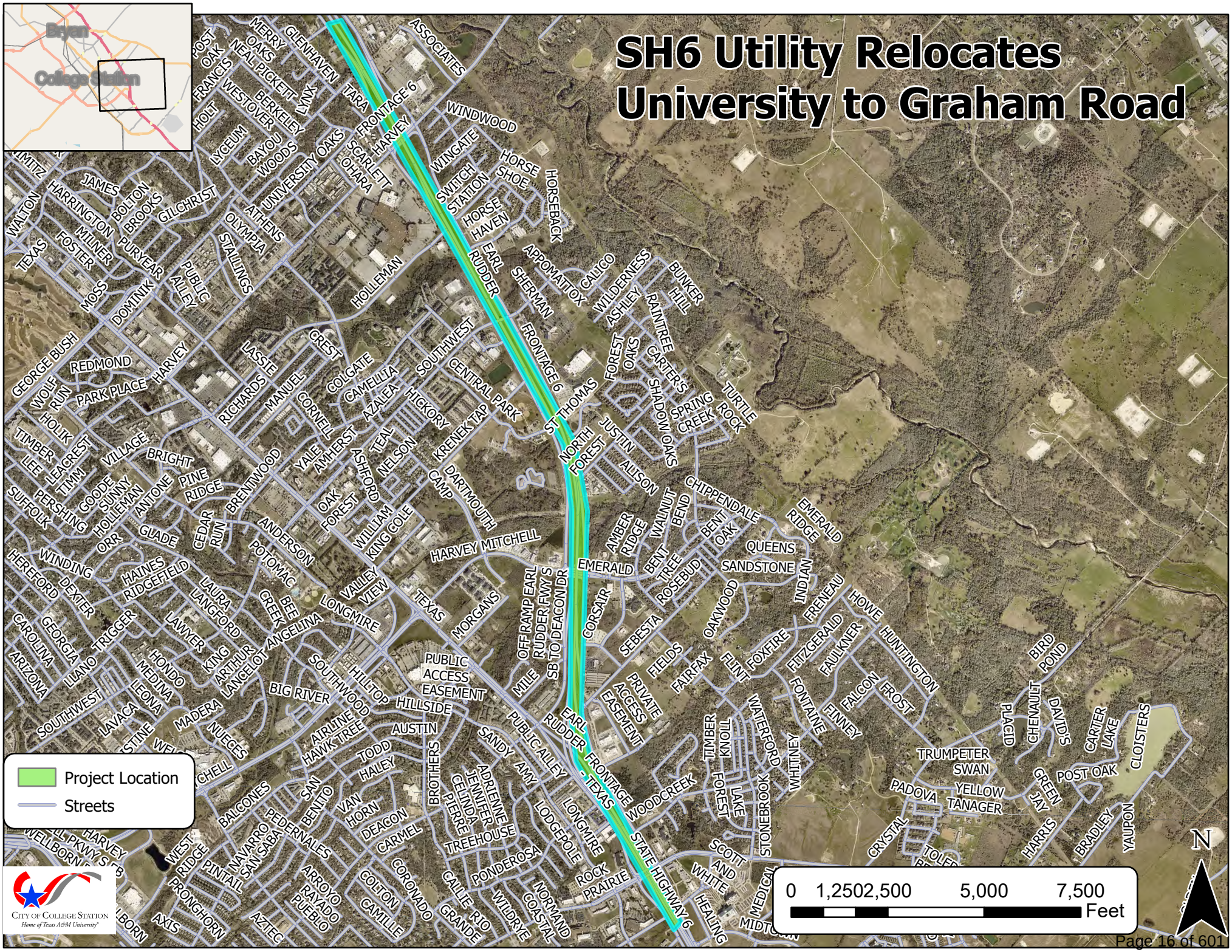
Recommendation(s): Staff recommends approval.

Summary: This project includes the second set of relocations of existing water and wastewater infrastructure under and along SH6, to remove existing conflicts with TxDOT's Big 6 Construction project. The project is being closely coordinated with TxDOT's work and has been scheduled to expedite the relocations to avoid delays to the Big 6 project. Two additional bid packages are in preparation for the remainder of the work required, one is an additional construction package of work for the City and the other is an agreement with TxDOT for minor utility adjustments which can be performed with the Big 6 Construction contract.

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

Budget & Financial Summary: A combined budget of $19,375,000 is available in the Water and Wastewater Capital Improvement Projects Funds. A combined total of $6,110,000 has been expended or encumbered to date, leaving a combined balance of $13,265,000 for this contract and future costs.

Attachments:
1. SH6 Utility Relocates Map
2. 26300591_SH6 Utilities Package 2 Contract - Norman Construction - Vendor Signed


SH6 Utility Relocates
University to Graham Road
Project Location
Streets
0 1,2502,500 5,000 7,500
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#: 26300591 PROJECT#: WA2205 BID/RFP/RFQ#: 26-067

Project Name / Contract Description: State Highway 6 Utilities Relocation Package 2

Name of Contractor: Norman Construction Services, LLC

CONTRACT TOTAL VALUE: $ 4,263,703.00 **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)

Vendor chosen as most qualified from RFP (CSP) 26-067 evaluation

Funding from account WA2205-CO2023

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 6/11/2026 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain — 5/28/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 5/28/2026
ASST CITY MGR – CFO — DATE

Derra Purnell — 5/29/2026
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

__Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ ____Original(s) sent to Fiscal on _____

CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Norman Construction Services, LLC (the "Contractor") for the construction and/or installation of the following:
State Highway 6 Utility Relocation Package #2.

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: **Six Hundred Forty Thousand and No/100 Dollars ($640,000.00**).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: **Four Million Two Hundred Sixty-Three Thousand Seven Hundred Three and No/100 Dollars ($4,263,703.00**).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

(c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.

(d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.

(e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.

(f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

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

10. PROGRESS OF WORK

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

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

(a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.

(b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.

(c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

(d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

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

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

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

OR:

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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

(a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

(b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and

(c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

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

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

(a) Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.

(b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.

(c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.

(d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.

(e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.

(f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

(g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.

(h) City's determination of an amount of liquidated damages.

(i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

(j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

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

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

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

17. EXTRA WORK CHARGES

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

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

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

OR:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. TIME OF COMPLETION

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

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

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

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an

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

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

22. EXTENSIONS OF TIME

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

(a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;

(b) By changes ordered in the Work, or reductions thereto approved in writing;

(c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or

(d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

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

23. LIQUIDATED DAMAGES

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

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

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of One Thousand and No /100 **DOLLARS ($** 1,000.00 **)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (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

NORMAN CONSTRUCTION SERVICES, LLC

By: Gene Norman

Printed Name: Gene Norman

Title: Owner

Date: 5/28/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Derra Purnell
City Attorney
Date: 5/29/2026

Assistant City Manager/CFO
Date: 5/28/2026

EXHIBIT A
DAVIS BACON WAGE RATES

Attached...

"General Decision Number: TX20250007 01/03/2025

Superseded General Decision Number: TX20240007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2025

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56 **	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94 **	
Structures	$ 12.87 **	
LABORER		
Asphalt Raker	$ 12.12 **	
Flagger	$ 9.45 **	
Laborer, Common	$ 10.50 **	
Laborer, Utility	$ 12.27 **	
Pipelayer	$ 12.79 **	
Work Zone Barricade Servicer	$ 11.85 **	

PAINTER (Structures).....$ 18.34

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

Servicer.....$ 14.51 **

Steel Worker
Reinforcing.....$ 14.00 **
Structural.....$ 19.29

TRAFFIC SIGNALIZATION:
Traffic Signal Installation
Traffic Signal/Light Pole
Worker.....$ 16.00 **

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

WELDER.....$ 15.97 **

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

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

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

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

===

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. 022245353

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

THAT WE, Norman Construction Services, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Liberty Mutual Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Four Million Two Hundred Sixty-three Thousand Seven Hundred Three and No /100 Dollars ($4,263,703.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for State Highway 6 Utility Relocation Package #2,

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. 022245353

FOR THE CONTRACTOR:

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

Norman Construction Services, LLC
(Name of Contractor)

By: _____

Name: Gene Norman

Title: President

Date: 6/11/2026

By: _____

Name: Lisa Norman

Title: CFO

Date: 6/11/2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: Patricia K Skelton

Name: Patricia K. Skelton

Title: CSR

Date: 6/11/2026

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
Seal No. 5051

Liberty Mutual Insurance Company
(Full Name of Surety)

175 Berkley Street

Boston, MA 02116
(Address of Surety for Notice)

By: _____

Name: David T. Satine

Title: Attorney-in-Fact

Date: 6/11/2026

FOR THE CITY:

REVIEWED:

Derra Purnell 5/29/2026
City Attorney

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

_____
City Manager

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

Contract No. 26300591
Construction Agreement Over $50,000
Form 04-20-2023

TEXAS STATUTORY PAYMENT BOND

Bond No. 022245353

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

THAT WE, Norman Construction Services, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Four Million Two Hundred Sixty-three Thousand Seven Hundred Three and No/100 Dollars ($4,263,703.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 11th day of June, 20 26, for State Highway 6 Utility Relocation Package #2, 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. 022245353

FOR THE CONTRACTOR:

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

Norman Construction Services, LLC
(Name of Contractor)

By: _____

Name: Gene Norman

Title: President

Date: 6/11/2026

By: _____

Name: Lisa Norman

Title: CFO

Date: 6/11/2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
Seal No. 5051

Liberty Mutual Insurance Company
(Full Name of Surety)

By: Patricia K Skelton

Name: Patricia K. Skelton

Title: CSR

Date: 6/11/2026

175 Berkley Street

Boston, MA 02116
(Address of Surety for Notice)

By: _____

Name: David T. Satine

Title: Attorney-in-Fact

Date: 6/11/2026

FOR THE CITY:

REVIEWED:

Derra Purnell 5/29/2026
City Attorney

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

_____
City Manager

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

Contract No. 26300591
Construction Agreement Over $50,000
Form 04-20-2023

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213376-984816**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David T. Satine; Jonathan A. Bursevich; Warren M. Alter

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of June, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

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

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

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTEAVISOA SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Liberty Mutual SURETY

Liberty Mutual Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.libertymutualsurety.com

ID-1404 (TX) (Rev. 5/19)

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

NORMCON-01 SABBOTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/8/2026

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:	
Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	PHONE (A/C, No, Ext): (979) 764-8444	FAX (A/C, No): (979) 694-7603
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Company	10677
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Norman Construction Services, LLC
PO Box 223
Wellborn, TX 77881

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			EPP 0637771	12/9/2025	12/9/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			EPP 0637771	12/9/2025	12/9/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP 0637771	12/9/2025	12/9/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		0002107305	3/8/2026	3/8/2027	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The General Liability and Business Auto policy include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Waiver of Subrogation provided only when there is a written contract between the named insured and the certificate holder that requires such status. And has at least 7 days' notice of cancellation.

The General Liability policy contains a Broadening Endorsement with "Primary and Non-Contributory" wording.

SEE ATTACHED ACORD 101

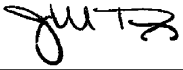
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: NORMCON-01 SABBOTT

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Dexter & Company of Central Texas, Inc.		Norman Construction Services, LLC PO Box 223 Wellborn, TX 77881
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
the Umbrella Liability policy has endorsements for additional insured, waiver of subrogation, primary, non-contributory wording, and at least 7 days' notice of cancellation, and follows form.

Excess/Umbrella follow form over AL & GL.

The Workers Compensation policy includes Blanket Waiver of Subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.
And has at least 7 days' notice of cancellation.

The Auto has Blanket Additional; Insured by contract, Blanket Waiver of subrogation, and primary and Non-contributory Insurance

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is deleted in its entirety and replaced by the following:

b. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the "accident";

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

(3) $2,500.

Provided the equipment, at the time of the "loss" is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph **(1)** above; or

(3) An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

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3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $30 per day with $50 per day, and $900 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

   a. The most we will pay for "loss" in any one "accident" is the greater of:

      (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

         (a) Overdue lease or loan payments;

         (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

         (c) Security deposits not refunded by the lessor;

         (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

         (e) Carry-over balances from previous loans or leases, or

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(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. SECTION V - DEFINITIONS is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation; or

4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. SECTION V - DEFINITIONS, H. "Insured contract", **3.** is deleted in its entirety and replaced by the following:

3. An easement or license agreement;

2. SECTION V - DEFINITIONS, H. "Insured contract", **6.a.** is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT - TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $2,500
b. Loss Of Earnings: $ 500

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5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
Care, Custody Or Control Liability			**$**
		TOTAL ANNUAL PREMIUM	**$**

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

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2) Occurred prior to the "first effective date" of this endorsement provided you did not have knowledge of a claim or “suit” on or before the “first effective date” of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

a) Reports all, or any part, of the act, error or omission to us or any other insurer;

b) Receives a written or verbal demand or claim for damages because of the act, error or omission.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the

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insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(k) Cyber

Any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any:

1) "Computer attack";

2) "Network security incident";

3) "Privacy violation"; or

4) Fraudulent communication that impersonates any person or organization that results in the transfer of funds or other property regardless of the medium or technique used.

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

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(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", includ-

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ing such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

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(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

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

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

c. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is insurance purchased by you to cover damages for acts, errors or omissions that occurred prior to the "first effective date".

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Biometric information" means any:

a. Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmprint, voiceprint, hand or face geometry, vein pattern,

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genetic data, movement, or any other information that can be used as a form of identification or authentication; or

b. Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.

3. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

4. "Computer attack" means:

a. Unauthorized access or authorized access for an unauthorized purpose;

b. A "malware attack"; or

c. A "denial of service attack";

against any computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems.

5. "Denial of service attack" means an attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede users from gaining access to the target computer or network through the internet.

6. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

7. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

8. "Malware attack" means an attack that damages a computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of com-

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puters or computer systems, or data contained therein arising from malicious code, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware.

9. "Network security incident" means a security failure or weakness with respect to a computer, computer system or network of computers or computer systems which allowed one or more of the following to happen:

a. The propagation or forwarding of malware, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware;

b. The abetting of a "denial of service attack" against one or more other systems;

c. The loss, release or disclosure of data;

d. The inability to access a computer system;

e. The unauthorized access to a computer system.

10. "Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to:

a. The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited to, "biometric information"; or

b. The adoption and communication of, as well as compliance with, a "privacy policy".

"Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California, Consumer Privacy Act and the Illinois Biometric Information Privacy Act.

11. "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".

12. "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

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2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

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(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

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(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

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

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

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

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political sub-

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division has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

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d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

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

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

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11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the

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damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage

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and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

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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.

EXHIBIT E
CONSTRUCTION SCHEDULE

SPECIAL CONDITIONS:

SC1. Due to the schedule of the upcoming TxDOT SH6 Widening Project, the contractor shall proceed in a specific sequence of construction for this project. It shall be in the following Priority Order with corresponding completion days from NTP, unless directed otherwise by the City Engineer:

1. WW2-175 (Phase 1 Step 2) - Completion 65 calendar days from NTP.
2. W2-220 (Phase 1 Step 2) - Completion 95 calendar days from NTP.
3. W2-146 (Phase 1 Step 1) - Completion 155 calendar days from NTP.
4. W2-133 (Phase 1 Step 2), W2-169 (Phase 1 Step 2), W2-240 (Phase 1 Step 2) in any order after Priority #4 above. All of these conflicts completed 155 calendar days from NTP.
5. W2-100 (Phase D Step 3), W2-101 (Phase D Step 3) in either order after Priority #5 above. All of these conflicts completed 155 calendar days from NTP.
6. W2-105 (Phase D Step 5) - Completion 365 calendar days from NTP.
7. W2-130 (Phase E Step 1), W2-135 (Phase E Step 1), W2-140 (Phase E Step 1), W2-145 (Phase E Step 1) in any order after Priority #7 above. All of these conflicts completed 365 calendar days from NTP.
8. WW2-125 (Phase E Step 2) - Completion 365 calendar days from NTP.
9. WW2-120 (Phase E Step 4) - Completion 365 calendar days from NTP.
10. W2-155 (Phase E Step 5), W2-156 (Phase E Step 5), W2-158 (Phase E Step 5) in any order after Priority #10 above. All of these conflicts completed 365 calendar days from NTP.

CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute the City of College Station Construction Agreement, that this Proposal has not been prepared in collusion with any other Offeror, and that the contents of this Proposal have not been communicated to any other Offeror prior to the official opening of this Proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed City of College Station Construction Agreement.

Signed By: _____

Title: President

Typed Name: Gene Norman

Company Name: Norman Construction Services LLC

Phone No.: 979-690-0015

Fax No.: _____

Email: gene@normanconstructionservices.com

Proposal Address:

PO Box 223 Wellborn, TX 77881

P.O. Box or Street City State Zip

Order Address:

PO Box 223 Wellborn, TX 77881

P.O. Box or Street City State Zip

Remit Address:

PO Box 223 Wellborn, TX 77881

P.O. Box or Street City State Zip

Federal Tax ID No.: 27-0337638

DUNS No.: _____

Date: April 29, 2026

PROPOSAL NO. 26-067

PROPOSAL FORM

Date: April 29, 2026

PROPOSAL FROM: Norman Construction Services LLC

PROPOSAL TO: City Of College Station
1101 Texas Ave.
College Station, TX 77842

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of the State Highway 6 Utility Relocation project and to perform the work required for the construction of said project at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

In submitting this Proposal, it is understood that this Proposal may not be altered or withdrawn for ninety (90) days, and that the Owner has reserved the right to reject any and all Proposals.

The Undersigned certifies that this Proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Proposals on this work, for the following sum or prices to wit:

BASE PROPOSAL: Stipulated Total Bid of: ($ 4,263,703.00)

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

RECEIPT OF ADDENDA
I hereby acknowledge receipt of the following Addenda: Addendum #1 -

CONTRACTOR NAME: Gene Norman

CONTRACTOR SIGNATURE:

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

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

ADDENDUM NO. 1
RFP (CSP) NO. 26-067

Date: April 27, 2026

To: All Interested Parties

From: Alan Degelman, Buyer II

Re: **RFP (CSP) 26-067 SH 6 Utility Relocations Package 2**

The following information related to Request for Proposal No. 26-067 is hereby made a part of the RFP (CSP) Documents for the above referenced project as fully and as completely as though the same were included therein.

Please see the attached document…

There is also a new Excel proposal sheet…

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No.1 is hereby acknowledged



Authorized Signature

04/29/2026
Date

Norman Construction Services LLC
Company Name

City of College Station
RFP (CSP) 26-067
SH6 Utility Relocation Project Bid Package 2
RFP Opening Wednesday, April 29th, 2026 at 2:00 p.m. Central Time

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

Sheet Number	Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
	GENERAL CONSTRUCTION ITEMS					
1	1	MOBILIZATION	1	LS	$ 885,625.00	$885,625.00
	2	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	$ 94,560.00	$94,560.00
	3	EROSION AND SEDIMENTATION CONTROL	1	LS	$ 54,630.00	$54,630.00
					GENERAL CONSTRUCTION ITEMS SUBTOTAL:	**$1,034,815.00**
	CONFLICT W2-100					
2	W2-100-1	12-INCH CARRIER PIPE AWWA C900 DR 18 WITH 24-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	127	LF	$ 780.00	$99,060.00
	W2-100-2	24-INCH STEEL CASING, OPEN CUT	5	LF	$ 310.00	$1,550.00
	W2-100-3	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	15	LF	$ 300.00	$4,500.00
	W2-100-4	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	5	LF	$ 155.00	$775.00
	W2-100-5	CONNECT TO EXISTING 12-INCH WATERLINE	1	EA	$ 4,800.00	$4,800.00
	W2-100-6	12-INCH M.J. TEE	1	EA	$ 2,450.00	$2,450.00
	W2-100-7	12-INCH M.J. PLUG	2	EA	$ 1,250.00	$2,500.00
	W2-100-8	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 12-INCH DIAMETER	3	EA	$ 4,850.00	$14,550.00
	W2-100-9	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-100-10	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
	W2-100-11	GROUT FILL ABANDONED LINE	146	LF	$ 50.00	$7,300.00
					W2-100 SUBTOTAL:	**$144,485.00**
	CONFLICT W2-101					
3	W2-101-1	30-INCH STEEL CASING, OPEN CUT	63	LF	$ 325.00	$20,475.00
	W2-101-2	SPLIT 18-INCH STEEL ENCASEMENT PIPE, OPEN CUT, INCLUDING EXCAVATION AND BACKFILL	101	LF	$ 450.00	$45,450.00
	W2-101-3	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	440	LF	$ 30.00	$13,200.00
	W2-101-4	PIPE, 16-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	339	LF	$ 165.00	$55,935.00
	W2-101-5	CONNECT NEW SERVICE TO EXISITNG PRIVATE WATER SERVICE 1-1/2" TO 2"	1	EA	$ 7,500.00	$7,500.00
	W2-101-6	CONNECT TO EXISTING 16-INCH WATERLINE	2	EA	$ 3,500.00	$7,000.00
	W2-101-7	16-INCH X 45 DEGREE M.J. BEND	4	EA	$ 2,800.00	$11,200.00
	W2-101-8	16-INCH X 22.5 DEGREE M.J. BEND	1	EA	$ 2,900.00	$2,900.00
	W2-101-9	16-INCH X 11.25 DEGREE M.J. BEND	1	EA	$ 2,800.00	$2,800.00
	W2-101-10	16-INCH X 12-INCH M.J. TEE	1	EA	$ 3,600.00	$3,600.00
	W2-101-11	16-INCH X 6-INCH M.J. TEE	1	EA	$ 3,500.00	$3,500.00
	W2-101-12	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 16-INCH DIAMETER	1	EA	$ 16,400.00	$16,400.00
	W2-101-13	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 6-INCH DIAMETER	1	EA	$ 2,500.00	$2,500.00
	W2-101-14	FIRE HYDRANT ASSEMBLY	1	EA	$ 10,250.00	$10,250.00
	W2-101-15	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-101-16	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
	W2-101-17	REMOVE ABANDONED LINE	344	LF	$ 50.00	$17,200.00
					W2-101 SUBTOTAL:	**$226,910.00**
	CONFLICT W2-105					
4	W2-105-1	30-INCH STEEL CASING, OPEN CUT	38	LF	$ 325.00	$12,350.00
	W2-105-2	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	190	LF	$ 30.00	$5,700.00
	W2-105-3	PIPE, 16-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	190	LF	$ 339.00	$64,410.00
	W2-105-4	CONNECT TO EXISTING 16-INCH WATERLINE	2	EA	$ 3,500.00	$7,000.00
	W2-105-5	16-INCH X 45 DEGREE M.J. BEND	2	EA	$ 2,800.00	$5,600.00
	W2-105-6	16-INCH X 22.5 DEGREE M.J. BEND	2	EA	$ 2,900.00	$5,800.00
	W2-105-7	16-INCH X 11.25 DEGREE M.J. BEND	3	EA	$ 2,800.00	$8,400.00
	W2-105-8	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 6-INCH DIAMETER	1	EA	$ 2,500.00	$2,500.00
	W2-105-9	FIRE HYDRANT ASSEMBLY	1	EA	$ 10,250.00	$10,250.00
	W2-105-10	DRAIN VALVE ASSEMBLY	1	EA	$ 4,500.00	$4,500.00
	W2-105-11	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-105-12	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
	W2-105-13	REMOVE ABANDONED LINE	185	LF	$ 50.00	$9,250.00
					W2-105 SUBTOTAL:	**$142,760.00**
	CONFLICT W2-130					
	W2-130-1	24-INCH STEEL CASING, OPEN CUT	50	LF	$ 325.00	$16,250.00
	W2-130-2	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	275	LF	$ 30.00	$8,250.00
	W2-130-3	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	264	LF	$ 210.00	$55,440.00

W2-130-4	PIPE, 18-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	11	LF	$ 250.00	$2,750.00

5	W2-130-5	CONNECT NEW SERVICE TO EXISITNG PRIVATE WATER SERVICE 1-1/2" TO 2"	2	EA	$ 7,500.00	$15,000.00
	W2-130-6	CONNECT TO EXISTING FIRE HYDRANT	1	EA	$ 4,800.00	$4,800.00
	W2-130-7	CONNECT TO EXISTING 12-INCH WATERLINE	1	EA	$ 6,500.00	$6,500.00
	W2-130-8	18-INCH X 11.25 DEGREE M.J. BEND	1	EA	$ 3,000.00	$3,000.00
	W2-130-9	12-INCH X 45 DEGREE M.J. BEND	4	EA	$ 2,100.00	$8,400.00
	W2-130-10	12-INCH X 11.25 DEGREE M.J. BEND	2	EA	$ 2,100.00	$4,200.00
	W2-130-11	18-INCH X 12-INCH M.J. REDUCER	1	EA	$ 2,800.00	$2,800.00
	W2-130-12	12-INCH M.J. TEE	1	EA	$ 2,450.00	$2,450.00
	W2-130-13	12-INCH X 6-INCH M.J. TEE	1	EA	$ 2,150.00	$2,150.00
	W2-130-14	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 12-INCH DIAMETER	1	EA	$ 4,800.00	$4,800.00
	W2-130-15	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 6-INCH DIAMETER	1	EA	$ 2,500.00	$2,500.00
	W2-130-16	UNCOVER/REMOVE EXISTING AC PIPE 12" WATERLINE (ALL DEPTHS)	265	LF	$ 210.00	$55,650.00
6	W2-130-17	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	325	LF	$ 30.00	$9,750.00
	W2-130-18	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	325	LF	$ 210.00	$68,250.00
	W2-130-19	12-INCH X 45 DEGREE M.J. BEND	2	EA	$ 2,100.00	$4,200.00
	W2-130-20	12-INCH X 11.25 DEGREE M.J. BEND	4	EA	$ 2,100.00	$8,400.00
	W2-130-21	12-INCH X 6-INCH M.J. TEE	1	EA	$ 2,450.00	$2,450.00
	W2-130-22	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 12-INCH DIAMETER	1	EA	$ 4,800.00	$4,800.00
	W2-130-23	UNCOVER/REMOVE EXISTING AC PIPE 12" WATERLINE (ALL DEPTHS)	320	LF	$ 210.00	$67,200.00
7	W2-130-24	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	209	LF	$ 30.00	$6,270.00
	W2-130-25	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	209	LF	$ 210.00	$43,890.00
	W2-130-26	CONNECT TO EXISTING 6-INCH WATERLINE	1	EA	$ 4,500.00	$4,500.00
	W2-130-27	CONNECT TO EXISTING 12-INCH WATERLINE	1	EA	$ 6,500.00	$6,500.00
	W2-130-28	CONNECT TO EXISTING FIRE HYDRANT	1	EA	$ 4,800.00	$4,800.00
	W2-130-29	12-INCH x 45 DEGREE M.J. BEND	2	EA	$ 2,100.00	$4,200.00
	W2-130-30	12-INCH X 6-INCH M.J. TEE	2	EA	$ 2,450.00	$4,900.00
	W2-130-31	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 12-INCH DIAMETER	2	EA	$ 4,800.00	$9,600.00
	W2-130-32	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 6-INCH DIAMETER	2	EA	$ 2,500.00	$5,000.00
	W2-130-33	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-130-34	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
	W2-130-35	UNCOVER/REMOVE EXISTING AC PIPE 12" WATERLINE (ALL DEPTHS)	210	LF	$ 210.00	$44,100.00
					W2-130 SUBTOTAL:	**$500,750.00**
	CONFLICT W2-135					
8	W2-135-1	6-INCH CARRIER PIPE AWWA C900 DR 18 WITH 16-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	90	LF	$ 450.00	$40,500.00
	W2-135-2	16-INCH STEEL CASING, OPEN CUT	22	LF	$ 325.00	$7,150.00
	W2-135-3	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	93	LF	$ 30.00	$2,790.00
	W2-135-4	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	93	LF	$ 210.00	$19,530.00
	W2-135-5	CONNECT TO EXISTING 6-INCH WATERLINE	1	EA	$ 4,500.00	$4,500.00
	W2-135-6	6-INCH X 90 DEGREE M.J. BEND	1	EA	$ 1,400.00	$1,400.00
	W2-135-7	6-INCH X 45 DEGREE M.J. BEND	2	EA	$ 1,400.00	$2,800.00
	W2-135-8	6-INCH X 11.25 DEGREE M.J. BEND	2	EA	$ 1,400.00	$2,800.00
	W2-135-9	6-INCH M.J. PLUG	2	EA	$ 1,200.00	$2,400.00
	W2-135-10	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 6-INCH DIAMETER	1	EA	$ 2,500.00	$2,500.00
	W2-135-11	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-135-12	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
	W2-135-13	UNCOVER/REMOVE EXISTING AC PIPE 6" WATERLINE (ALL DEPTHS)	65	LF	$ 210.00	$13,650.00
	W2-135-14	ABANDON/GROUT FILL EXISTING AC PIPE 6" WATERLINE (ALL DEPTHS)	89	LF	$ 50.00	$4,450.00
					W2-135 SUBTOTAL:	**$111,470.00**
	CONFLICT W2-140					
10	W2-140-1	12-INCH CARRIER PIPE AWWA C900 DR 18 WITH 24-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	107	LF	$ 705.00	$75,435.00
	W2-140-2	24-INCH STEEL CASING, OPEN CUT	47	LF	$ 325.00	$15,275.00
	W2-140-3	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	162	LF	$ 30.00	$4,860.00
	W2-140-4	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	162	LF	$ 210.00	$34,020.00
	W2-140-5	CONNECT TO EXISTING 12-INCH WATERLINE	1	EA	$ 6,500.00	$6,500.00
	W2-140-6	12-INCH X 45 DEGREE M.J. BEND	4	EA	$ 2,100.00	$8,400.00
	W2-140-7	12-INCH X 11.25 DEGREE M.J. BEND	2	EA	$ 2,100.00	$4,200.00
	W2-140-8	12-INCH M.J. PLUG	2	EA	$ 2,100.00	$4,200.00
	W2-140-9	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 12-INCH DIAMETER	1	EA	$ 4,800.00	$4,800.00
	W2-140-10	DRAIN VALVE ASSEMBLY	1	EA	$ 4,500.00	$4,500.00
	W2-140-11	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-140-12	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
	W2-140-13	GROUT FILL EXISTING 12-INCH WATER LINE	108	LF	$ 50.00	$5,400.00
	W2-140-14	REMOVE ABANDONED 18" WATER LINE	50	LF	$ 50.00	$2,500.00

	W2-140-15	UNCOVER/REMOVE EXISTING AC PIPE 12-INCH WATER LINE (ALL DEPTHS)	105	LF	$ 210.00	$22,050.00
					W2-140 SUBTOTAL:	**$199,140.00**

	CONFLICT W2-145					
11	W2-145-1	12-INCH CARRIER PIPE AWWA C900 DR 18 WITH 24-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	89	LF	$ 705.00	$62,745.00
	W2-145-2	24-INCH STEEL CASING, OPEN CUT	40	LF	$ 325.00	$13,000.00
	W2-145-3	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	92	LF	$ 30.00	$2,760.00
	W2-145-4	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	92	LF	$ 210.00	$19,320.00
	W2-145-5	CONNECT TO EXISTING 12-INCH WATERLINE	1	EA	$ 6,500.00	$6,500.00
	W2-145-6	12-INCH X 45 DEGREE M.J. BEND	2	EA	$ 2,100.00	$4,200.00
	W2-145-7	12-INCH M.J. PLUG	2	EA	$ 2,100.00	$4,200.00
	W2-145-8	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 12-INCH DIAMETER	1	EA	$ 4,800.00	$4,800.00
	W2-145-9	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-145-10	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
	W2-145-11	GROUT FILL EXISTING 12-INCH WATER LINE	88	LF	$ 50.00	$4,400.00
	W2-145-12	REMOVE EXISTING 12-INCH WATER LINE	79	LF	$ 50.00	$3,950.00
					W2-145 SUBTOTAL:	**$132,875.00**
	CONFLICT W2-146					
12	W2-146-1	ADJUST WATER METER VALVE BOX TO GRADE, NON-PAVED AREA, INCLUDING ALL APPURTENENCES	2	EA	$ 650.00	$1,300.00
	W2-146-2	ADJUST AIR RELEASE VALVE TO GRADE, NON-CONCRETE AREA	1	EA	$ 850.00	$850.00
	W2-146-3	2-INCH SERVICE WATER LINE (TYPE K COPPER)	14	LF	$ 7,200.00	$100,800.00
	W2-146-4	6-INCH DIP WATER LINE	9	LF	$ 350.00	$3,150.00
	W2-146-5	CONNECT TO EX. SERVICE WATER LINE	3	EA	$ 3,500.00	$10,500.00
					W2-146 SUBTOTAL:	**$116,600.00**
	CONFLICT W2-155					
13	W2-155-1	24-INCH STEEL CASING, OPEN CUT	46	LF	$ 325.00	$14,950.00
	W2-155-2	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	199	LF	$ 30.00	$5,970.00
	W2-155-3	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	199	LF	$ 210.00	$41,790.00
	W2-155-4	CONNECT TO EXISTING 12-INCH WATERLINE	2	EA	$ 6,500.00	$13,000.00
	W2-155-5	12-INCH x 45 DEGREE M.J. BEND	6	EA	$ 2,100.00	$12,600.00
	W2-155-6	12-INCH M.J. TEE	1	EA	$ 2,450.00	$2,450.00
	W2-155-7	12-INCH X 6-INCH M.J. TEE	1	EA	$ 2,450.00	$2,450.00
	W2-155-8	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 12-INCH DIAMETER	2	EA	$ 4,850.00	$9,700.00
	W2-155-9	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 6-INCH DIAMETER	1	EA	$ 2,500.00	$2,500.00
	W2-155-10	FIRE HYDRANT ASSEMBLY	1	EA	$ 10,250.00	$10,250.00
	W2-155-11	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-155-12	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
	W2-155-13	REMOVE EXISTING 12-INCH WATER LINE	200	LF	$ 50.00	$10,000.00
					W2-155 SUBTOTAL:	**$132,660.00**
	CONFLICT W2-156					
14	W2-156-1	NEW 6-INCH WATER VALVE & BOX MATCH GRADE, NON-CONCRETE AREA	1	EA	$ 2,500.00	$2,500.00
	W2-156-2	EXISTING 6-INCH GATE VALVE TO BE REMOVED & 6-INCH WL REPAIRED	1	EA	$ 1,800.00	$1,800.00
					W2-156 SUBTOTAL:	**$4,300.00**
	CONFLICT W2-158					
15	W2-158-1	FIRE HYDRANT ASSEMBLY, TYPE 1	1	EA	$ 10,250.00	$10,250.00
	W2-158-2	3-INCH SERVICE WATER LINE (TYPE K COPPER)	14	LF	$ 4,100.00	$57,400.00
	W2-158-3	ADJUST WATER METER VALVE BOX TO GRADE, NON-PAVED AREA, INCLUDING ALL APPURTENENCES	1	EA	$ 2,800.00	$2,800.00
	W2-158-4	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-158-5	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
					W2-158 SUBTOTAL:	**$77,450.00**
	CONFLICT W2-220					
16	W2-220-1	GROUT FILL 8-INCH ABANDONED LINE	244	LF	$ 50.00	$12,200.00
	W2-220-2	8-INCH MJ PLUG	1	EA	$ 1,175.00	$1,175.00
17	W2-220-3	GROUT FILL 8-INCH ABANDONED LINE	252	LF	$ 50.00	$12,600.00
	W2-220-4	8-INCH MJ PLUG	1	EA	$ 1,175.00	$1,175.00
					W2-220 SUBTOTAL:	**$27,150.00**
	CONFLICT W2-240					
18	W2-240-1	FIRE HYDRANT ASSEMBLY, TYPE 1	1	EA	$ 10,250.00	$10,250.00
	W2-240-2	6-INCH PVC WATER LINE	8	LF	$ 250.00	$2,000.00
	W2-240-3	1.5-INCH SERVICE WATER LINE (TYPE K COPPER)	7	LF	$ 3,100.00	$21,700.00
	W2-240-4	CONNECT TO EX. 6-INCH WATER LINE	1	EA	$ 2,500.00	$2,500.00
	W2-240-5	ADJUST WATER METER VALVE BOX TO GRADE, NON-PAVED AREA, INLCUDING ALL APPURTENENCES	1	EA	$ 600.00	$600.00
	W2-240-6	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-240-7	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
					W2-240 SUBTOTAL:	**$44,050.00**
	CONFLICT WW2-120					

	WW2-120-1	8-INCH PVC SANITARY SEWER, ASTM D3034 SDR 26, INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	272	LF	$ 132.00	$35,904.00
	WW2-120-2	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	272	LF	$ 30.00	$8,160.00

19	WW2-120-3	STANDARD 4-FOOT MANHOLE WITH RING AND COVER, WATERTIGHT	3	EA	$ 8,500.00	$25,500.00
	WW2-120-4	CONNECT TO EXISTING MANHOLE	1	EA	$ 3,500.00	$3,500.00
	WW2-120-5	CONCRETE ENCASEMENT	13	SY	$ 445.00	$5,785.00
	WW2-120-6	GROUT FILL ABANDONED LINE	360	LF	$ 50.00	$18,000.00
	WW2-120-7	BYPASS PUMPING - EX PRIV WW MH TO PROP MH C-02	1	EA	$ 7,600.00	$7,600.00
					WW2-120 SUBTOTAL:	**$104,449.00**
	CONFLICT WW2-125					
20	WW2-125-1	SPLIT 24-INCH STEEL ENCASEMENT PIPE, OPEN-CUT, INCLUDING EXCAVATION AND BACKFILL	302	LF	$ 525.00	$158,550.00
	WW2-125-2	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	302	LF	$ 30.00	$9,060.00
	WW2-125-3	MINOR MANHOLE ADJUSTMENT, 48-INCH DIA	1	EA	$ 3,200.00	$3,200.00
	WW2-125-4	MAJOR MANHOLE ADJUSTMENT, 48-INCH DIA	1	EA	$ 4,500.00	$4,500.00
						$175,310.00
	CONFLICT WW2-175					
22	WW2-175-1	STANDARD 5-FOOT MANHOLE WITH RING AND COVER, TRAFFIC RATED	2	EA	$ 9,500.00	$19,000.00
	WW2-175-2	REMOVE EX. SANITARY MANHOLE AND BACKFILL	1	EA	$ 5,500.00	$5,500.00
	WW2-175-3	GROUT FILL ABANDONED LINE	538	LF	$ 30.00	$16,140.00
	WW2-175-4	12-INCH PVC SANITARY SEWER, ASTM D3034 SDR 26, INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	540	LF	$ 145.00	$78,300.00
	WW2-175-5	TRENCH EXCAVATION PROTECTIVE SYSTEMS (ALL DEPTHS)	540	LF	$ 30.00	$16,200.00
	WW2-175-6	ASPHALT PAVEMENT REPAIR	4320	SF	$ 6.00	$25,920.00
23	WW2-175-7	ADJUST SANITARY MANHOLE TO GRADE, NON-PAVED AREA	1	EA	$ 3,800.00	$3,800.00
	WW2-175-8	GROUT FILL ABANDONED LINE	387	LF	$ 50.00	$19,350.00
	WW2-175-9	12-INCH PVC SANITARY SEWER, ASTM D3034 SDR 26, INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	385	LF	$ 145.00	$55,825.00
	WW2-175-10	TRENCH EXCAVATION PROTECTIVE SYSTEMS (ALL DEPTHS)	385	LF	$ 30.00	$11,550.00
	WW2-175-11	ASPHALT PAVEMENT REPAIR	1880	SF	$ 6.00	$11,280.00
	WW2-175-12	CONNECT TO EX MANHOLE	1	EA	$ 3,500.00	$3,500.00
	WW2-175-13	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
	WW2-175-14	BYPASS PUMPING	1	EA	$ 21,300.00	$21,300.00
					WW2-175 SUBTOTAL:	**$292,165.00**
	CONFLICT W2-133					
24	W2-133-1	PIPE, 12-INCH DIAMETER, AWWA C900, DR14 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	100	LF	$ 210.00	$21,000.00
	W2-133-2	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	100	LF	$ 30.00	$3,000.00
	W2-133-3	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 12-INCH DIAMETER	2	EA	$ 4,850.00	$9,700.00
	W2-133-4	12-INCH x 45 DEGREE M.J. BEND	4	EA	$ 2,100.00	$8,400.00
	W2-133-5	CONNECTIONS TO EXISTING 12-INCH WATERLINE	2	EA	$ 6,500.00	$13,000.00
	W2-133-6	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-133-7	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
					W2-133 SUBTOTAL:	**$62,100.00**
	CONFLICT W2-169					
25	W2-169-1	PIPE, 6-INCH DIAMETER, AWWA C900 DR 14, INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	13	LF	$ 250.00	$3,250.00
	W2-169-2	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	13	LF	$ 300.00	$3,900.00
	W2-169-3	FIRE HYDRANT, TYPE 1	1	EA	$ 10,250.00	$10,250.00
	W2-169-4	CONNECT TO EXIST 6-INCH WATER LINE	1	EA	$ 2,500.00	$2,500.00
	W2-169-5	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-169-6	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
					W2-169 SUBTOTAL:	**$26,900.00**
	CONFLICT W2-130					
28	W2-130-1	12-INCH CARRIER PIPE AWWA C900 DR 18 WITH 24-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	20	LF	$ 705.00	$14,100.00
	W2-130-2	24-INCH STEEL CASING, OPEN CUT	20	LF	$ 325.00	$6,500.00
	W2-130-3	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	230	LF	$ 30.00	$6,900.00
	W2-130-4	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	230	LF	$ 210.00	$48,300.00
	W2-130-5	CONNECT TO EXISTING 12-INCH WATERLINE	1	EA	$ 6,500.00	$6,500.00
	W2-130-6	12-INCH X 45 DEGREE M.J. BEND	1	EA	$ 2,100.00	$2,100.00
	W2-130-7	12-INCH X 22.5 DEGREE M.J. BEND	4	EA	$ 2,100.00	$8,400.00
	W2-130-8	12-INCH X 11.25 DEGREE M.J. BEND	2	EA	$ 2,100.00	$4,200.00
	W2-130-9	1-INCH COMBINATION AIR VALVE	1	EA	$ 5,100.00	$5,100.00
	W2-130-10	CONCRETE ENCASEMENT	10	CY	$ 450.00	$4,500.00
	W2-130-11	UNCOVER/REMOVE EXISTING AC PIPE 12" WATERLINE (ALL DEPTHS)	220	LF	$ 210.00	$46,200.00
	W2-130-12	12-INCH CARRIER PIPE AWWA C900 DR 18 WITH 24-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	55	LF	$ 705.00	$38,775.00
	W2-130-13	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	160	LF	$ 30.00	$4,800.00
	W2-130-14	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	160	LF	$ 210.00	$33,600.00
	W2-130-15	CONNECT TO EXISTING 12-INCH WATERLINE	2	EA	$ 6,500.00	$13,000.00

29	W2-130-16	12-INCH X 45 DEGREE M.J. BEND	2	EA	$ 2,100.00	$4,200.00
	W2-130-17	12-INCH M.J. TEE	1	EA	$ 2,100.00	$2,100.00
	W2-130-18	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 12-INCH DIAMETER	3	EA	$ 4,850.00	$14,550.00
	W2-130-19	12-INCH M.J. PLUG	2	EA	$ 2,100.00	$4,200.00
	W2-130-20	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-130-21	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
	W2-130-22	GROUT FILL EXISTING 12-INCH WATER LINE	43	LF	$ 50.00	$2,150.00
	W2-130-23	REMOVE EXISTING 12-INCH WATER LINE	80	LF	$ 50.00	$4,000.00
	W2-130-24	UNCOVER/REMOVE EXISTING AC PIPE 12" WATERLINE (ALL DEPTHS)	141	LF	$ 210.00	$29,610.00
	W2-130-25	ALLOWANCE FOR ~100LF 8-INCH DIAMETER OPEN-CUT AWWA C900 DR 18 WATERLINE INSTALLATION INCLUDING 6-INCH X 8-INCH TIE-IN, 12-INCH X 8-INCH TIE-IN VIA CUT IN TEE, 12-INCH MJ GATE VALVE, EXCAVATION, STRUCTURAL BACKFILL AND PAVEMENT RESTORATION TO BE PAID ON A 'TIME AND MATERIALS' BASIS	100000	EA	$ 1.00	$ 100,000.00
					W2-130 SUBTOTAL:	**$410,785.00**
	CONFLICT W2-139					
30	W2-139-1	PIPE, 18-INCH DIAMETER, AWWA C900, DR 18 WITH 36-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	60	LF	$ 1,200.00	$72,000.00
	W2-139-2	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	59	LF	$ 30.00	$1,770.00
	W2-139-3	PIPE, 18-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	59	LF	$ 351.00	$20,709.00
	W2-139-4	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	20	LF	$ 210.00	$4,200.00
	W2-139-5	CONNECT TO EXISTING 12-INCH WATERLINE	1	EA	$ 12,600.00	$12,600.00
	W2-139-6	CONNECT TO EXISTING 18-INCH WATERLINE	2	EA	$ 21,500.00	$43,000.00
	W2-139-7	18-INCH X 45 DEGREE M.J. BEND	4	EA	$ 3,500.00	$14,000.00
	W2-139-8	18-INCH X 11.25 DEGREE M.J. BEND	4	EA	$ 3,500.00	$14,000.00
	W2-139-9	18-INCH X 12-INCH M.J. TEE	1	EA	$ 4,600.00	$4,600.00
	W2-139-10	18-INCH M.J. PLUG	2	EA	$ 3,500.00	$7,000.00
	W2-139-11	2-INCH COMBINATION AIR VALVE	1	EA	$ 5,200.00	$5,200.00
	W2-139-12	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-139-13	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
	W2-139-14	GROUT FILL EXISTING 18-INCH WATER LINE	55	LF	$ 50.00	$2,750.00
	W2-139-15	REMOVE EXISTING 18-INCH WATER LINE	65	LF	$ 50.00	$3,250.00
	W2-139-16	REMOVE EXISTING 12-INCH WATER LINE	15	LF	$ 50.00	$750.00
					W2-139 SUBTOTAL:	**$212,829.00**
	CONFLICT W2-171					
31	W2-171-1	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	103	LF	$ 30.00	$3,090.00
	W2-171-2	PIPE, 6-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	5	LF	$ 250.00	$1,250.00
	W2-171-3	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	103	LF	$ 210.00	$21,630.00
	W2-171-4	CONNECT TO EXISTING 6-INCH WATERLINE	1	EA	$ 2,500.00	$2,500.00
	W2-171-5	CONNECT TO EXISTING 12-INCH WATERLINE	1	EA	$ 12,600.00	$12,600.00
	W2-171-6	12-INCH X 45 DEGREE M.J. BEND	2	EA	$ 2,100.00	$4,200.00
	W2-171-7	12-INCH X 11.25 DEGREE M.J. BEND	4	EA	$ 2,100.00	$8,400.00
	W2-171-8	12-INCH X 6-INCH M.J. REDUCER	1	EA	$ 2,100.00	$2,100.00
	W2-171-9	BAC-T TEST	1	EA	$ 2,500.00	$2,500.00
	W2-171-10	PRESSURE TEST	1	EA	$ 4,500.00	$4,500.00
	W2-171-11	REMOVE EXISTING 6-INCH WATER LINE	8	LF	$ 50.00	$400.00
	W2-171-12	UNCOVER/REMOVE EXISTING AC PIPE 12" WATERLINE (ALL DEPTHS)	98	LF	$ 210.00	$20,580.00
					W2-171 SUBTOTAL:	**$83,750.00**
	TOTAL OF DAYS TO COMPLETION = 365 DAYS				TOTAL BASE BID:	**$4,263,703.00**

Submitted by Norman Construction Services LLC - April 29, 2026

June 11, 2026
Item No. 6.3.
Playground replacement at John Crompton Park

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with The Playwell Group, Inc. and Playworks, Inc. for playground equipment replacement at John Crompton Park in the amount of $185,437.34 plus the City's contingency in the amount of $18,543.73 for a total appropriation of $203,981.07 to be funded through Community Development Block Grant (CDBG) funds.

Relationship to Strategic Goals:
Financial Sustainability, Core Services and Infrastructure

Recommendation(s):

Staff recommends approval and award of the construction contract with The Playwell Group, Inc. and PlayWorks, Inc. for the demo and installation of a playground unit at John Crompton Park using the BuyBoard purchasing cooperative.

Summary:

The playground unit at John Crompton Park was identified for replacement and improvement based on it’s age and condition. Staff worked with The Playwell Group utilizing their BuyBoard contract, existing relationship and continuity of the Playcraft systems in our parks to create a design for the park.

This project will utilize Community Development Block Grant funding, John Crompton Park is within LMI (low to moderate income) area and playground replacement is an eligible activity under CDBG's public facilities and improvements category, often selected to revitalize recreational spaces.

This project will utilize the BuyBoard Purchasing Cooperative, of which The Playwell Group Inc. and PlayWorks, Inc. are members. (BuyBoard #781-25). Contingent upon City Council approval, playground equipment and installation will be procured through BuyBoard Contract #781-25. BuyBoard is a cooperative purchasing program that provides competitively solicited contracts for use by governmental agencies. Each BuyBoard contract is awarded following a formal solicitation process that fully complies with state and local competitive procurement statutes. By utilizing an existing BuyBoard contract, the City leverages volume-based pricing and discounts, reduced administrative costs, and increased procurement efficiency.

The Playwell Group, Inc. is using a custom designed playground unit by Playcraft. Staff worked with them on design and the structure will be an upgrade from the existing unit. It is our goal to coordinate with BuyBoard companies for playground replacement for consideration on providing the appropriate design for each park and consistent ability for replacement parts. The companies we are working with have the ability to design, remove existing units, surface, and replace them with new units within their company structure.

Budget & Financial Summary:

This project will utilize Community Development Block Grant funding. The project total for demo, equipment and installation is $185,437.34, plus the City's contingency in the amount of $18,543.73 for a total appropriation of $203,981.07.

Attachments:

1. John Crompton Park Contract - 26300496

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300496 PROJECT #: CD2616 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Playground replacement at John Crompton Park
(BuyBoard Contract #781-25)

Name of Contractor: The Playwell Group, Inc. and PlayWorks, Inc.

CONTRACT TOTAL VALUE: $ 185,437.34 **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)

Playground equipment being replaced with The Playwell Group (equipment) and PlayWorks, Inc. (demo and installation) utilizing the BuyBoard purchasing cooperative Contract #781-25.

Funding for this project will come from Community Development Block Grant (CDBG) funds.

Funding Account: (CD2616) 31220630 - 5900

*(If required)**

CRC Approval Date*: 4/15/26 **Council Approval Date*:** 06/11/26 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Kyle _____ 5/28/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ 5/28/2026
[illegible] – CFO DATE

Leslie Whitten _____ 5/28/2026
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

N/A _____ _____
MAYOR (if applicable) DATE

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

9.12.23 UPDATED

CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City"), The Playwell Group, Inc. and PlayWorks, Inc.
(both jointly and severally as the "Contractor", as applicable) for the construction and/or installation of the following:
Playground replacement at John Crompton Park (BuyBoard Contract #781-25).

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: Eighteen Thousand Five Hundred Forty-Three and 73/**100 Dollars ($** 18,543.73).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: One Hundred Eighty-Five Thousand Four Hundred Thirty-Seven and 34/**100 Dollars ($** 185,437.34).

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

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (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.** CDBG Funds Addendum

THE PLAYWELL GROUP INC.

By: James D Robertson

Printed Name: James D Robertson

Title: President

Date: 5/28/2026

PLAYWORKS, INC.

By: James D Robertson

Printed Name: James D Robertson

Title: President

Date: 5/28/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Leslie Whitten
City Attorney
Date: 5/28/2026

_____
Assistant City Manager/CFO
Date: 5/28/2026

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20260007 01/02/2026

Superseded General Decision Number: TX20250007

State: Texas

Construction Type: Heavy

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) Construction Projects

Modification Number	Publication Date
0	01/02/2026

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94	
Structures	$ 12.87	
LABORER		
Asphalt Raker	$ 12.12	
Flagger	$ 9.45	
Laborer, Common	$ 10.50	
Laborer, Utility	$ 12.27	
Pipelayer	$ 12.79	
Work Zone Barricade Servicer	$ 11.85	
PAINTER (Structures)	$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor	$ 12.69	
Asphalt Distributor	$ 15.55	
Asphalt Paving Machine	$ 14.36	
Boom Truck	$ 18.36	
Broom or Sweeper	$ 11.04	
Concrete Pavement Finishing Machine	$ 15.48	
Crane, Hydraulic 80 tons or less	$ 18.36	
Crane, Lattice Boom 80 tons or less	$ 15.87	
Crane, Lattice Boom over 80 tons	$ 19.38	
Crawler Tractor	$ 15.67	
Directional Drilling Locator	$ 11.67	
Directional Drilling Operator	$ 17.24	
Excavator 50,000 lbs or Less	$ 12.88	
Excavator over 50,000 lbs	$ 17.71	
Foundation Drill, Truck Mounted	$ 16.93	
Front End Loader, 3 CY or Less	$ 13.04	
Front End Loader, Over 3 CY	$ 13.21	
Loader/Backhoe	$ 14.12	
Mechanic	$ 17.10	
Milling Machine	$ 14.18	
Motor Grader, Fine Grade	$ 18.51	
Motor Grader, Rough	$ 14.63	
Pavement Marking Machine	$ 19.17	
Reclaimer/Pulverizer	$ 12.88	
Roller, Asphalt	$ 12.78	
Roller, Other	$ 10.50	
Scraper	$ 12.27	
Spreader Box	$ 14.04	
Trenching Machine, Heavy	$ 18.48	

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNALIZATION:
Traffic Signal Installation
Traffic Signal/Light Pole
Worker.....$ 16.00

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

WELDER.....$ 15.97

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

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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
"

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where workers can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved federal or state apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Eric Barton
City of College Station
P&DS Community Development Division
1101 Texas Avenue
College Station, TX 77840
(979) 764-2610
vbarton@cstx.gov

or contact the U.S. Department of Labor's Wage and Hour Division.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

866-487-9243
dol.gov/agencies/whd

WH1321 REV 07/2

DERECHOS DE LOS TRABAJADORES

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS QUE TRABAJAN EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

La ley exige que los empleadores coloquen este cartel en un lugar donde los trabajadores puedan verlo fácilmente.

SALARIOS PREVALECIENTES
No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO
Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO
Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales Davis-Bacon permiten la rescisión del contrato y la exclusión de los contratistas de futuros contratos federales durante tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES
Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

REPRESALIAS
La ley prohíbe despedir o tomar represalias contra los trabajadores por presentar una queja, cooperar en una investigación o testificar en un procedimiento bajo la Ley Davis-Bacon y Leyes Relacionadas.

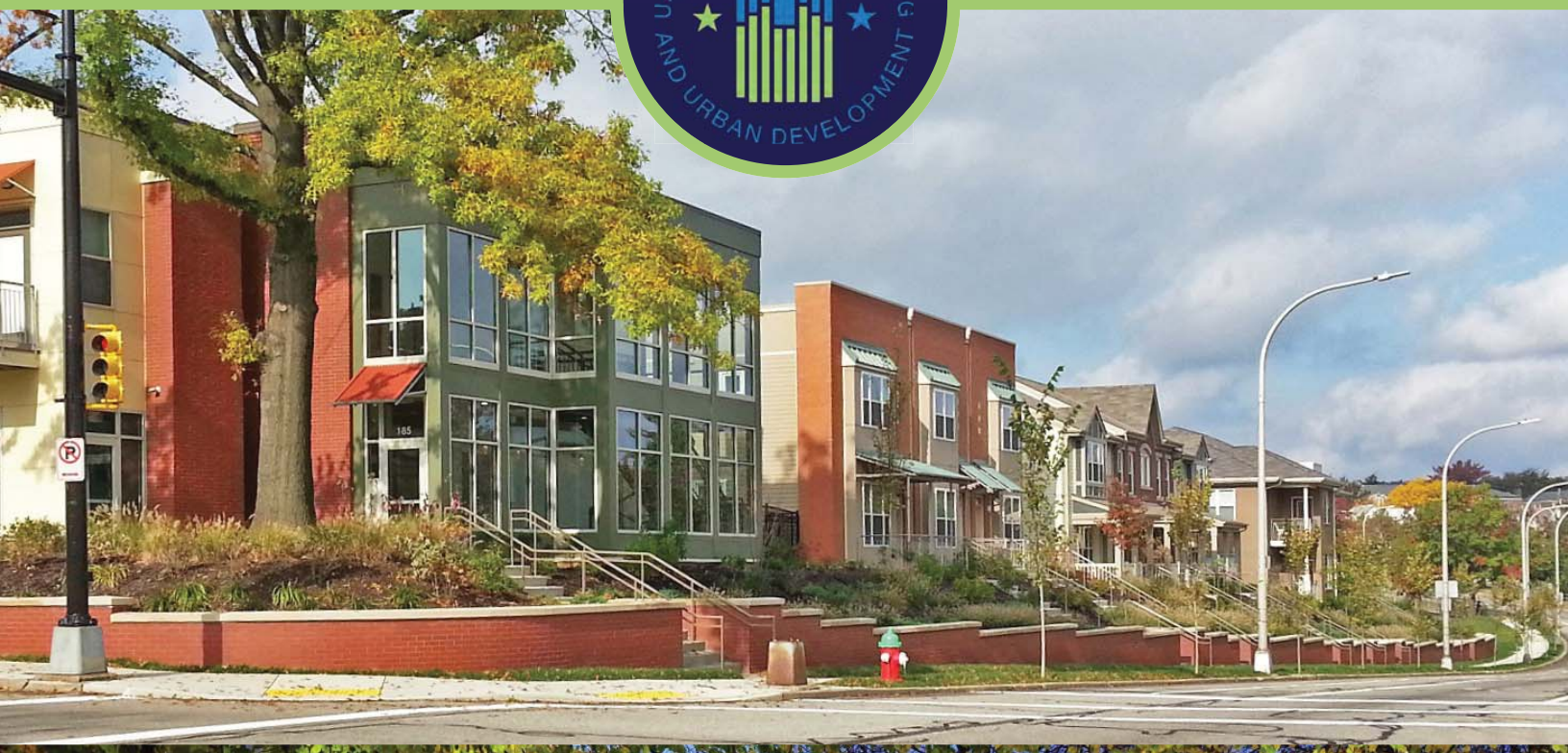
PAGO APROPIADO
Si no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Eric Barton
City of College Station
P&DS Community Development Division
1101 Texas Avenue
College Station, TX 77840
(979) 764-2610
vbarton@cstx.gov

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.

DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

866-487-9243
dol.gov/agencies/whd





DAVIS-BACON AND LABOR STANDARDS
AGENCY/CONTRACTOR GUIDE

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INTRODUCTION

This Guide has been developed as part of HUD's communications strategy with its approximately 5,000 client agencies, and contractors performing work on construction projects that are assisted by the U.S. Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. While the guidance contained in this Guide is generally applicable to any Davis-Bacon-covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

This Guide has been designed to help agencies develop organizational and administrative policies that will enable them to meet labor standards contractual responsibilities in the administration of HUD-assisted programs as efficiently as possible. It is also useful as a training tool and a ready reference for compliance staff. Further, it may be used by contractors to provide further background. While this Guide is intended to address numerous situations, it was not written to cover every possible labor standards issue. If there is a labor standards issue not addressed in this Guide, please contact your local HUD Labor Standards Specialist (LSS). Throughout this Guide, the acronym "LCA" or "LCAs" shall mean state, tribal, and local agencies.

This Guide also provides information to assist with Davis-Bacon labor standards compliance. HUD's Office of Davis-Bacon and Labor Standards worked with the U.S. Department of Labor's Wage and Hour Division to ensure that the labor standards provisions required to be incorporated in Davis-Bacon contracts and the specifics of complying with them represent the latest information. The U.S. Department of Labor (DOL) has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

This Guide contains five main chapters. The first chapter includes basic DBA definitions that affect every Davis-Bacon-covered project. The second chapter lists the responsibilities of state, tribal, and local contracting agencies that administer HUD programs. The third chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The fourth chapter describes LCA flexibility for labor standards responsibilities. The fifth and final chapter discusses payroll compliance reviews and corrections.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the pur¬pose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. If you need assistance in determining whether Davis-Bacon wage rates apply to a project or if you need other related technical assistance, please contact the HUD Labor Standards Field staff for your area. If you do not know which staff to contact, a list of Labor Standards field offices with their geographic areas, telephone numbers and email addresses are located on HUD's Home Page at the address below.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:
www.hud.gov/program_offices/davis_bacon_and_labor_standards



KEY LABOR STANDARDS OBJECTIVES OF THE GUIDE

The Office of Davis-Bacon and Labor Standards has identified five Key Labor Standards Objectives—the basics of what must be accomplished in order to protect workers' rights. We also identified all the policies, procedures, and paperwork at our disposal—what we do ourselves and what we impose on contractors. HUD eliminated superfluous requirements and will not institute policies, procedures, or paperwork that is not required by statute or regulation, or that does not contribute to one or more of the Key Objectives.

Apply Davis-Bacon requirements properly

Make certain that labor standards, including Davis-Bacon prevailing wage rates, are applied where required. Ensure that any exemptions or exceptions are identified.

Through education and advice, support contractor compliance with labor standards

Provide basic training and technical support to contractors to ensure that they understand their obligations under prevailing wage and reporting requirements.

Monitor contractor performance

Perform reviews of certified payroll submissions and other information to help ensure contractor compliance with labor standards provisions and the payment of prevailing wages to workers.

Investigate probable violations and complaints of underpayment

Thoroughly explore any evidence of violations, especially allegations of underpayment.

Pursue debarment and other available sanctions against repeat labor standards violators

Carry out a zero tolerance policy toward contractors who violate prevailing wage laws.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our Contact List for help.



BASIC DBA DEFINITIONS

There are several compliance principles, definitions, and interpretations that affect every Davis-Bacon-covered project.

Responsibilities of employers

All employers (contractors, subcontractors, and any lower-tier subcontractors) are required to pay all laborers and mechanics employed or working on the site of the work unconditionally and not less often than once per week the full amount of wages and bona fide fringe benefits computed at rates not less than those contained in the wage decision. Employers must prepare, certify, and submit weekly payroll reports reflecting all the laborers and mechanics (employees) engaged in construction on the site of the work. Employers may also be required to submit related documentation in order to demonstrate compliance.

Responsibilities of the principal (prime) contractor

The principal contractor (also referred to as the "prime contractor") is responsible for the full compliance of all employers (itself, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project.

Prime contractor

The principal contractor.

Subcontractor

All subcontractors and lower-tier subcontractors.

Employer

Any contractor, subcontractor, or lower-tier subcontractor that has engaged the services of laborers or mechanics on the project.

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

Laborers and mechanics

Those individuals whose duties are manual or physical in nature, including workers who are performing the work of a trade (e.g., electrician). "Laborers" and "mechanics" include apprentices, trainees, helpers, and, for contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), watchmen and guards.

Working foremen

Foremen or supervisors that perform construction work and devote more than 20% of their time as a laborer or mechanic are treated, for labor standards purposes, as "laborers" or "mechanics" for their time spent working as a laborer or mechanic.

Exclusions

Persons whose duties are primarily administrative, managerial, or clerical are not laborers or mechanics.

Employee

Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such person.

Working subcontractors

Persons who perform the work of laborers or mechanics and who represent themselves to be owners of businesses, sole proprietors, or self-employed are not exempt from prevailing wage requirements. These laborers and mechanics are "employed" and are entitled to the prevailing wage for the type of work they perform, and must be reported on the payroll report for their craft, hours of work, and wages paid. For additional information, see LR-96-01, Labor Standards for Self-Employed Laborers and Mechanics.



Administrative allowances

HUD permits administrative allowances concerning payroll reporting and certification requirements relating to the following:

- Owners of Businesses Working with Their Crew
- Owner/Operators of Power Equipment
- Owner/Operators of Trucks

Apprentice

A person employed and individually registered in a bona fide apprenticeship program. Bona fide programs are those that have been registered with DOL, Employment and Training Administration, Office of Apprenticeship, or with a DOL-recognized State Apprenticeship Agency (SAA). (Note that an SAA must also partner with a State Apprenticeship Council (SAC). The SAC must consist of an equal number of representatives of employer and employee organizations.)

Probationary apprentice

A person in the first 90 days of probationary employment as an apprentice in a bona fide apprenticeship program but who has not yet been formally registered in such program may be considered an "apprentice" provided that DOL or SAC has certified that such person is eligible for probationary employment as an apprentice.

Pre-apprentice

A person who is employed as a "pre-apprentice"—that is, in a preparatory position which may result in registration in an apprenticeship program—is not considered to be an "apprentice."

Trainee

A person registered and receiving on-the-job training in a construction occupation pursuant to a training program approved in advance by the Office of Apprenticeship Training.

Prevailing wages or wage rates

Davis-Bacon prevailing wage rates generally appear as a basic hourly rate plus fringe benefits, if any. "Prevailing wage" is made up of two interchangeable components: the basic hourly wage, and fringe benefits. The total of the basic hourly wage and fringe benefits comprises the "prevailing wage" obligation. This obligation may be met by any combination of cash wages and creditable "bona fide" fringe benefits provided by the employer. For example:

The Davis-Bacon wage decision requires:

Basic Hourly Rate	$10.00
Fringe Benefits	$1.00
Total Prevailing Wage	$11.00

Employers may comply by paying:

1. $11.00 in cash wages;
2. $10.00 plus $1.00 in bona fide fringe benefits; or
3. Any combination of wages and benefits that totals $11.00 per hour.



Piece rate/piece work employees

Employees whose earnings are calculated by the amount of work produced (rather than hours worked) must receive no less than the applicable DBRA/MWD (Davis-Bacon and Related Acts/Maintenance Wage Determination) wage rate based upon the hours of work performed. The employer must divide the piece rate earnings by the actual hours worked to determine the "effective" hourly rate. The effective hourly rate must be calculated for each week's earnings and must be no less than the applicable prevailing wage rate. It does not matter whether the effective hourly rate changes from week to week as long as the result is at least as much as the prevailing wage rate. If the effective hourly rate is less than the applicable prevailing wage rate, the employee must be compensated at the prevailing wage rate for all hours worked.

Fringe benefits

Fringe benefits may include:

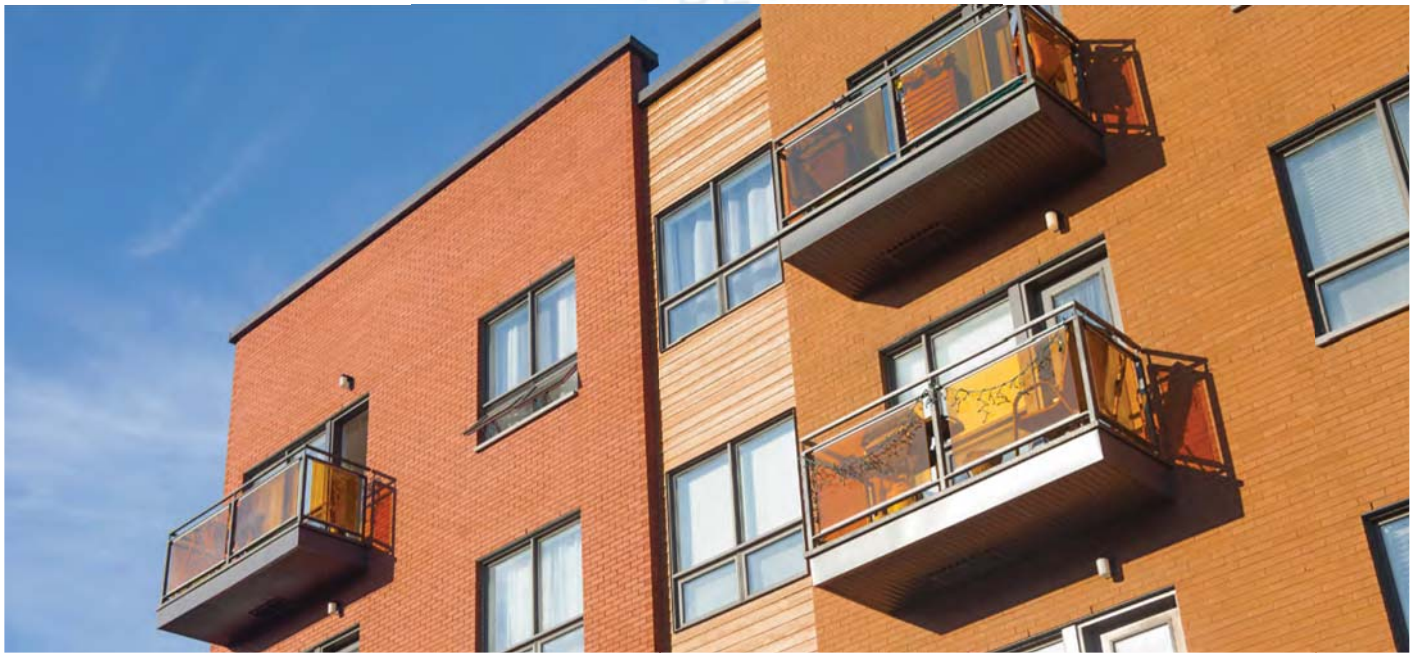
- Sick, vacation, or holiday pay;
- Costs to defray expenses of apprenticeship or similar programs;
- Medical or hospital care;
- Supplemental unemployment benefits;
- Life insurance;
- Pensions on retirement or death;
- Compensation for injuries or illness resulting from occupational activity;
- Other bona fide fringe benefits; or
- Insurance to provide any of the above.

MORE INFO

In addition, fringe benefits may reflect the rate of costs to the employer that may be reasonably anticipated in providing bona fide fringe benefits pursuant to an enforceable commitment to carry out a financially responsible program.

MORE INFO

Fringe benefits do not include employer contributions or pay ments required by other federal, state, or local law, such as FICA (Federal Insurance Contributions Act), workers' compensation, or unemployment compensation.



Overtime

Overtime (O/T) hours are defined as all hours worked in excess of 40 hours in any workweek. Where governed by Federal labor standards, O/T hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time (S/T) rate of any required fringe benefits.

Deductions

The employer may make payroll deductions as permitted by DOL regulations in 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick back" any of their earnings. Deductions may include employee obligations for income taxes, Social Security payments, insurance premiums, retirement contributions, savings accounts, and any other legally permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee (which will require documentation).

Site of work

The "site of work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. "Site of work" includes other adjacent or nearby properties used by the contractor/subcontractor in the construction of the project (e.g., fabrication sites) provided they are dedicated exclusively or nearly so to the performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

Proper designation of trade

Each laborer and mechanic shall be classified in accordance with the work classifications listed on the wage decision and the actual type of work they perform and shall be paid the appropriate wage rate and fringe benefits for the classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for carpenters even if they aren't considered by the employer to be fully trained as a carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

Split classification

Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which the work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.





LCA RESPONSIBILITIES

State, tribal, and local contracting agencies (LCAs) that administer HUD programs agree to administer and enforce Davis-Bacon requirements as a condition for receiving HUD program assistance. LCAs have the following responsibilities:

1. Designate appropriate staff (e.g., a Contract Administrator) before the start of construction to ensure compliance with all applicable labor standards requirements and to act for and in liaison with HUD. Provide the name(s) of the staff to the appropriate HUD Field Office of Davis-Bacon and Labor Standards.

2. Establish a construction contract management system that meets the standards of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Ensure that all bid documents, contracts, and subcontracts contain the applicable Davis-Bacon wage decision and Federal labor standards provisions.

4. Ensure that no contract is awarded to a contractor that is ineligible (e.g., debarred) for Federally-assisted work.

5. Conduct on-site inspections including interviews with laborers and mechanics employed on the construction project. Ensure that the applicable Davis-Bacon wage decision, DOL's Davis-Bacon poster (Form WH-1321), and additional classifications are displayed at the job site.

6. Review certified payroll reports (CPRs) and related documentation. Identify any discrepancies and/or violations. Ensure that any needed corrections are made promptly, including the payment of wage restitution as needed, and the assessment and collection of liquidated damages, as appropriate.

7. Maintain full documentation of Federal labor standards administration and enforcement activities.

8. Refer potential criminal or complex enforcement actions to HUD, in addition to CWHSSA liquidated damages assessments for O/T violations and debarment recommendations.

9. Comply with all HUD requirements concerning statutory, program, and/or other requirements.

10. Prepare Federal labor standards enforcement reports as required in DOL regulations (29 CFR Part 5, § 5.7).



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The DBA, enacted in 1931, applies to contracts in excess of $2,000 for construction, alteration, and/or repair of public buildings or public works, including painting and decorating, to which the United States or the District of Columbia is a party. This type of applicability is referred to as direct Davis-Bacon Act or DBA coverage. An example of DBA coverage is when HUD contracts directly for repairs to HUD-owned properties. HUD's Office of the Chief Procurement Officer manages these types of contracts. The DBA requires that the advertised specifications for such contracts contain a provision stating that the minimum wages to be paid to various classes of laborers and mechanics must be based upon the wages found to be prevailing by the Secretary of Labor.

Most HUD construction work is not covered by the DBA since HUD does not usually contract directly for construction work. Rather, Davis-Bacon wage rates apply to HUD programs because of prevailing wage requirements expressed in HUD "Related Acts" such as the U. S. Housing Act of 1937 and the Housing and Community Development Act of 1974, as amended. The Related Acts (referred to throughout this Guide as the Davis-Bacon and Related Acts or DBRA) are discussed further in Section 5.9.

The DBA includes provisions that:

1. Require the contractor or subcontractor to pay all mechanics and laborers at least once per week;

2. Prohibit contractors or subcontractors from taking deductions or rebates from wages earned by laborers and mechanics;

3. Require the contractor or subcontractor to pay Davis-Bacon wages to all laborers and mechanics employed on the site of the work regardless of their skill level, and regardless of any contractual relationship alleged to exist between the laborers and mechanics and the contractor or subcontractor;

4. Require the contractor or subcontractor to post the scale of wages to be paid (i.e., the applicable Davis-Bacon wage decision) in a prominent and accessible place at the work site;

5. Define prevailing wages to include fringe benefits;

6. Permit the withholding of payments due to the contractor on account of wage restitution that may be found due to the laborers and mechanics;

7. Permit the payment of wage restitution from amounts withheld from contract payments;

8. Permit the termination of the contract where it is found that any laborer or mechanic is underpaid; and

9. Permit the debarment of persons or firms found to have disregarded their obligations to employees and subcontractors.

The Contract Work Hours and Safety Standards Act (CWHSSA)

The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

CWHSSA O/T provisions do not apply to laborers and mechanics employed directly by PHAs or IHAs. However, O/T provisions generally apply to these workers under the Fair Labor Standards Act (FLSA). HUD does not have authority to enforce FLSA violations. Refer complaints of FLSA violations to DOL, Wage and Hour Division.

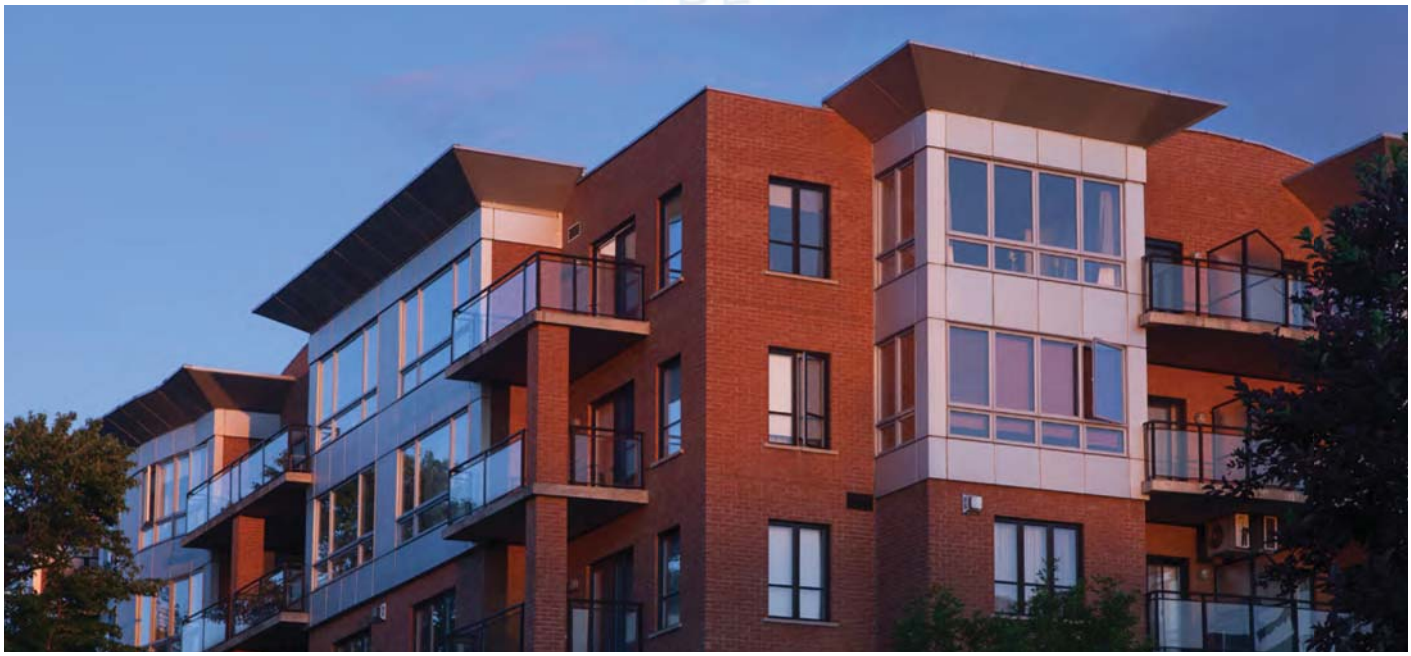
CWHSSA provides that all O/T hours (defined as hours worked in excess of 40 during any workweek on the CWHSSA-covered project site) must be compensated at a rate not less than one and one-half times the regular basic rate of pay. Where CWHSSA O/T provisions are applicable, compensatory time in lieu of premium pay for O/T hours is not permissible. In the event of O/T violations, the CWHSSA renders the contractor liable to the underpaid workers for wage restitution and to the United States Government for liquidated damages computed per person per day at a rate that DOL publishes annually. It is a federal criminal misdemeanor to intentionally violate CWHSSA standards.

Exemptions:

- CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.
- CWHSSA O/T provisions do not apply to prime contracts of $100,000 or less.

RESOURCE

DOL posts current fines at:
https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp



The Copeland Act (Anti-Kickback Act)

The Copeland Act concerns three facets of prevailing wage compliance:

1. The "anti-kickback" provision prohibits contractors and subcontractors from inducing an employee working on a covered contract to give up any part of the compensation to which he or she is entitled. Violations are a criminal offense and are punishable by a $5,000 fine or imprisonment up to five years, or both.

2. Associated DOL regulations restrict payroll deductions to those that are permissible without DOL approval as explained at 29 CFR § 3.5; deductions that require advance DOL approval are explained at 29 CFR § 3.6.

3. The Act requires the submission of weekly CPRs accompanied by a Statement of Compliance by all contractors and subcontractors engaged in such construction, prosecution, completion, or repair. The willful falsification of a CPR or statement of compliance may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 3729 of Title 31 of the United States Code (USC), and may also be a cause for debarment.

Exemptions:

- Copeland Act CPR requirements are applicable only where Davis-Bacon (DBA or DBRA) prevailing wage provisions are applicable.
- Copeland Act anti-kickback provisions do not apply where the only federal assistance is a loan guarantee.



The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Portal-to-Portal Act (PA)

The PA applies to the DBA and prevents the commencement of any court suit for unpaid S/T wages more than two years after performance of the work (three years in the case of willful violations), where permissible under the law. However, DOL's position is that the PA does not apply to administrative actions initiated through Administrative Law Judge (ALJ) hearing procedures; thus, the PA does not preclude corrective administrative action after two (or three) years.

The PA does not apply to federally-assisted (DBRA) projects. Instead, the various State statutes of limitations apply to such projects in private actions where they are judicially determined to be permissible under the law. The Federal six-year statute of limitations applies in government enforcement actions.

McNamara-O'Hara Service Contract Act (SCA)

The SCA governs maintenance and other service work and applies when the Federal Government or the District of Columbia contracts directly for such services and the value of the contract exceeds $2,500. SCA coverage in HUD programs is limited because HUD infrequently enters into direct contracts for services in the administration of its programs. By way of example, however, a contract for maintenance service at an HUD-owned multifamily property would be covered by the SCA. Like DBA contracts, SCA contracts are managed under the auspices of HUD's Office of the Chief Procurement Officer. SCA enforcement authority resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29



Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of $2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over $100,000).

The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >$2,000 but ≤$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).

RESOURCE

A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.



Specific Davis-Bacon Related Act (statute) for the program involved

Related Acts are program statutes that contain provisions requiring compliance with the wages that the Secretary of Labor finds to be prevailing pursuant to the Davis-Bacon Act. These are commonly referred to as the Davis-Bacon and Related Acts or DBRA.

HUD Related Acts include (but are not limited to) the:

- National Housing Act;
- U. S. Housing Act of 1937;
- Housing and Community Development Act of 1974;
- National Affordable Housing Act of 1990; and
- Native American Housing Assistance and Self-determination Act of 1996, each as amended.

Many of the labor provisions in HUD Related Acts contain applicability thresholds based upon the number of dwelling units involved. Some thresholds are based upon the amount of HUD assistance or the use of HUD funds or assistance. In addition, most HUD Related Acts contain exemptions from prevailing wage coverage for bona-fide volunteers. It is important for DBLS and LCA staff to be familiar with the statutory provisions and how these are interpreted.

The labor provisions found in current HUD Related Acts are excerpted for reference in Appendix II-1 to this Guide. Applicability factors relating to specific HUD Related Acts are in Appendix II-6.

Labor Standards Letters

This special directives series is designed to provide current and thorough guidance on Davis-Bacon issues in HUD programs. Popular topics include Davis-Bacon applicability, and prevailing wage requirements concerning self-employed laborers and mechanics. Labor Standards Letters are available online at the Davis-Bacon and Labor Standards Library: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olr_lrl

HUD Guides

These Guides complement the guidance and instructions provided in HUD Handbook 1344.1, Federal Labor Standards Compliance in HUD Programs. These Guides are also available at the Davis-Bacon and Labor Standards Library.

Davis-Bacon Wage Decisions

The term “wage decision” includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term “wage decision” is used within this Guide to mean the Davis-Bacon wage decision. The terms “wage decision” and “wage determination” are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county



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RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov

Character of work

There are four basic categories (or characters) of wage decisions based on the type of construction. DOL established these categories and provides details of each one in All Agency Memoranda Nos. 130 and 131. DOL provides further guidance in All Agency Memorandum 236, Prevailing Wage Resource Book, and Field Operations Handbook, Chapter 15. The four categories include:

1. **Residential:** Residential construction includes the construction, alteration, or repair of single-family houses or apartment buildings of no more than four stories in height. This typically includes all incidental items unless there is an established area practice to the contrary.

Incidental items are elements of a project whose function is to support the principal purpose and do not change the overall character of work. Examples of incidental items include sidewalks and handrails installed to support residential or building projects. While sidewalks intrinsically constitute "highway" construction, this element considered in conjunction with a residential or building project becomes incidental to the principal purpose of the construction and is subject to the same wage decision that applies to the principal purpose.



Character of work (continued)

2. **Building:** Building construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. This category includes buildings exceeding four stories in height that have housing units and buildings of four stories or less that do not have housing units. This category also includes incidental items such as grading, sidewalks, and utilities. Building examples include high-rise apartment buildings, nursing homes and convalescent facilities, community centers, fire stations, commercial buildings, parking garages, and dormitories.
3. **Highway:** Highway construction includes the construction, alteration, or repair of roads, streets, highways, alleys, parking areas, and other similar projects not incidental to the main category of construction, which is either residential or building for housing development projects.
4. **Heavy:** Heavy construction includes those projects that are not properly classified as "residential," "building," or "highway." Some examples include antenna towers, canals, landscaping, drainage and irrigation projects, permanent erosion control, storm sewers, and storage tanks.

General wage decisions

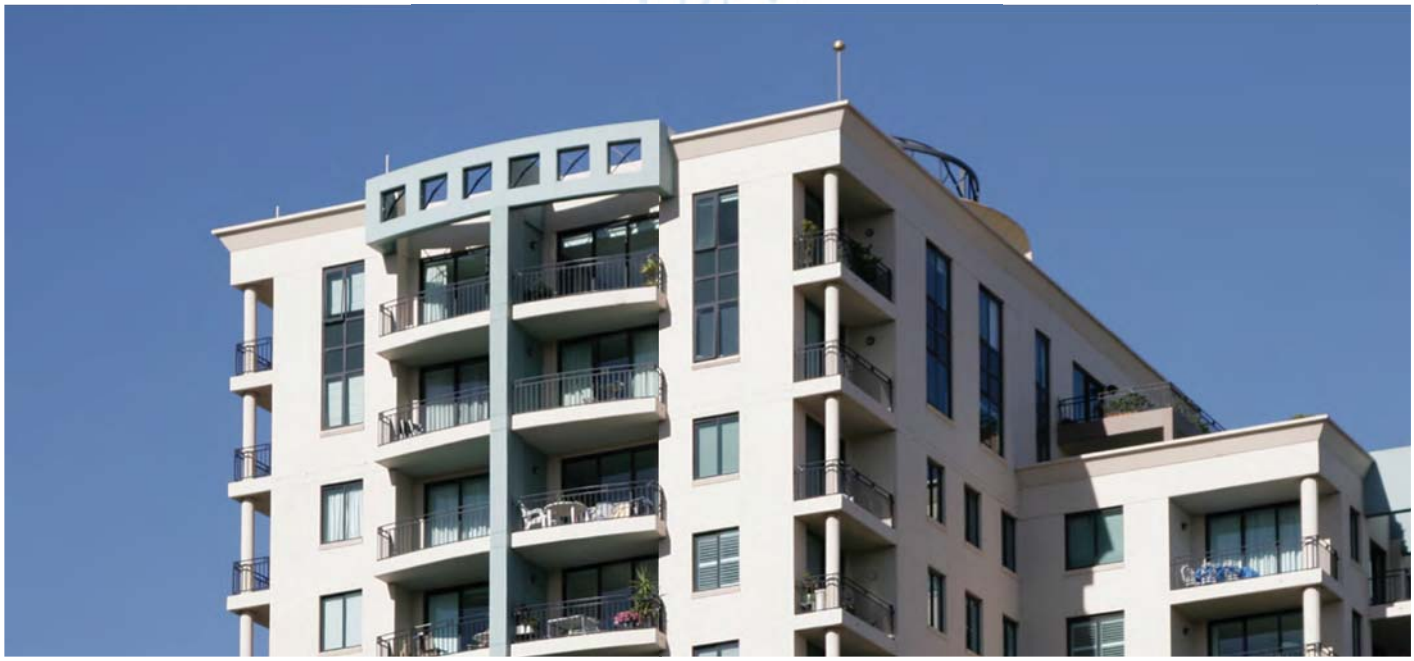
Most Davis-Bacon wage decisions are general wage decisions. DOL usually publishes these annually and may modify or supersede them throughout the year. LCAs and HUD Labor Standard Specialists (LSS) may use general wage decisions without advance notice or approval from DOL. Most Davis-Bacon wage decisions are available as published general wage decisions.

General wage decisions and project wage decisions may be modified from time to time to keep them current, correct errors, and for other purposes. Modifications may be limited to one or more particular work classifications and wage rates. Modifications are effective to a project if HUD or an LCA receives them, or if notice of the modification is published at www.sam.gov prior to the lock-in date. Modifications to a project wage decision expire on the same date as the original project wage decision. A modification to a general wage determination remains in effect until it is superseded by a subsequent modification, or the original general wage decision is superseded or cancelled.

Project wage decisions

If an appropriate wage decision (by location, character of work, or specific trade required) is not published in the general wage decisions, a project wage decision shall be requested from DOL. Project wage decisions are applicable only to the construction work specified on the request to DOL and listed on the front page of the wage decision. Project wage decisions are valid for 180 days from the date of original issuance by DOL. The issuance and expiration dates will be indicated on the front page of the wage decision. Like general wage decisions, project wage decisions may be modified.

A project wage decision may be applicable even though a general wage determination is published which covers the geographic location and character of work involved. For example: A project involves only roof replacement on a 4-story apartment building and the only classification needed for the entire contract is a roofer.



Project wage decisions (continued)

A general wage decision is published for residential construction in the county in which the project is located; however, the general wage decision does not include a roofer classification and wage rate. In this case, the general wage decision is not relevant to the roof replacement and a project wage decision may be requested from DOL.

RESOURCE

General wage decisions and modifications are available at www.sam.gov

This is the only online location endorsed by DOL. Project wage decisions must be requested on a case by case basis from DOL.

Project wage decisions, as needed

The LCA or LSS shall submit a completed SF-308, Request for Wage Determination And Response to Request, to the DOL National Office, allowing 30 days for receipt of the project wage decision from DOL.

Selecting the correct wage decision

The responsible contracting officer (also referred to as the contract administrator) selects and assigns wage decisions to specific contracts or projects. For HUD-administered projects (e.g., FHA-insured multifamily development), the responsible contracting officer is the LSS. In addition, the LSS provides technical support and oversight to LCAs administering HUD programs in selecting and assigning appropriate wage decisions. Determining wage decisions is dependent upon the geographic location and the character of work (Residential, Building, Highway, and/or Heavy) assigned to the project.

A request for additional classification and wage rates may be made only after contract award. The request must originate with the contractor/employer and must be submitted by the LCA to DOL.

MORE INFO

Conformances (additional classifications)

At times, the wage decision will not contain some of the work classification and wage rates that are needed for the construction work. In these cases, send a form SF 1444 to DOL at whd-cbaconformance_incoming@dol.gov



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A request for additional classification and wage rates may be made only after contract award. The request must originate with the contractor/employer and must be submitted by the LCA to DOL.

Verify contractor eligibility

Once the LCA has selected the contractor to whom they wish to award the contract, the LCA must verify that the contractor is not ineligible (e.g., debarred) from participation in Federal programs. Only the eligibility of the prime contractor needs to be verified. The U.S. General Services Administration (GSA) maintains a list of ineligible contractors, which can be accessed online at www.sam.gov.

An additional classification and wage rate will be approved by DOL where:

1. The requested work classification is used in the area of the project by the construction industry;
2. The work that will be performed is not performed by a work classification already contained in the wage decision;
3. The proposed wage rate bears a reasonable relationship to the wage rates on the wage decision; and
4. The workers that will be employed in the requested work classification (if known) or the workers' representatives (if any) agree with the proposed wage rate.

Provide contractor training

The LCA must make certain that the contractor understands its responsibilities for Davis-Bacon compliance: The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. LCAs may also wish to provide formal training separate from the contracting process for contractors that are interested in performing work on HUD-assisted contracts and want to learn more about what is involved.





CONTRACTOR RESPONSIBILITIES

See Section 4 in the Contractor Addendum.

CONTRACT ADMINISTRATOR RESPONSIBILITIES

See Section 5 in the Contractor Addendum.

LCA FLEXIBILITY FOR LABOR STANDARDS RESPONSIBILITIES

While some aspects of labor standards administration are inflexible, such as which wage decision is applicable to a specific project, the following aspects are not. For these, HUD leaves the preference of how to achieve end results with the LCA.

LCAs may hold preconstruction conferences for labor standards purposes.

HUD acknowledges that there are many good reasons to hold a preconstruction conference (PCC), and these conferences are strongly encouraged in order to have the opportunity to discuss topics such as construction inspections, progress and contractor payment requirements, Section 3 employment and training, and other issues particular to the project. However, HUD has determined that the time and resources used to conduct and document PCCs for labor standards purposes do not yield measurably better results.

Many contractors have prior Davis-Bacon contract experience and have demonstrated successful performance. These contractors do not require the repetitive basic training that is provided at most PCCs. Contractors new to Davis-Bacon projects that understand the basic requirements and choose not to comply will likely not be persuaded to fully comply just because they attended a PCC.

LCAs may prepare Project Wage Rate Sheets

Some general wage decisions cover large areas (e.g., several counties or different characters of construction) and may contain wage rates that do not apply to the contract/project to which the wage decision applies. Such wage decisions can be difficult to decipher and confusing to contractors and subcontractors, and to the workers reviewing the wage decision to determine whether they are being paid correctly. For ease of reference for the LSS/LCA, the prime contractor and any subcontractors, and the workers, the LSS/LCA may prepare a form HUD-4720, Project Wage Rate Sheet, which should reflect the most commonly used work classifications and wage rates as contained in the wage decision applicable to the project. The Project Wage Rate Sheet should be prepared only after the wage decision has been “locked-in” by contract award or start of construction, as applicable. The Project Wage Rate Sheet does not replace the wage decision; it is only provided as a convenience. If there is a conflict between the Project Wage Rate Sheet and the wage decision, the wage decision prevails.

LCAs can prepare a Project Wage Rate Sheet for contracts using the onscreen fillable versions in either the HUD Forms or DBLS websites. HUD DBLS staff is available to provide assistance to LCAs in preparing Project Wage Rate Sheets. HUD strongly recommends incorporation of the full wage decision text into bid solicitations and contracts, either in hard copy or by specific reference.

LCAs may develop their own labor standards file system

HUD believes that LCAs can best determine how to maintain their files provided that certain minimum requirements are met. The minimum requirements include compliance with DOL regulations that certified payrolls and basic records relating to the payrolls be preserved for no less than three years after completion of the project and the resolution of any enforcement actions that may carry over after completion. In addition, the files must be maintained in such a way that the LCA can utilize them to demonstrate its own compliance with its labor standards administration and enforcement responsibilities. For example, the LCA must, at HUD's request, demonstrate how it has documented that the eligibility of the prime contractor was verified for each contract.

LCAs may target on-site interviews with laborers and mechanics

HUD is interested in using on-site interviews as a proactive enforcement tool rather than to meet a "representative sampling" quota. Instead of conducting interviews randomly for the sake of assembling a sample, LCAs are encouraged to target interviews to projects or groups of workers where violations are suspected or alleged. In this way, on-site interviews can be used to support a specific ongoing enforcement action. HUD realizes that this approach may mean that fewer on-site interviews may be conducted randomly; HUD considers targeting a far more efficient and effective means of utilizing on-site interview resources.

LCAS may limit payroll reviews to spot-checks and HUD-11 (Employee Interview Form) comparison

The goal: to detect falsification. HUD believes that serious violations involving underpaid workers and significant wage restitution may be overlooked because the contract administrator is overtasked with HUD-mandated payroll review minutiae. HUD recognizes that it is not possible to conduct payroll reviews in 100% of cases; therefore, it is not possible to identify and correct every discrepancy and underpayment. It is also the case that the violations disclosed behind falsified payrolls are much more egregious (both in terms of affected workers and the amount of underpayment) than violations that appear on the face of the payroll records. Accordingly, HUD has prioritized payroll reviews so that the objective is to detect falsification, and so that enforcement activities will yield the greatest impact. HUD has developed guidance on how to detect falsification through spot-checks and HUD-11 interview comparison. (See Willful Violations and Falsification Applicability in Appendix III-1.)



LCAS may limit payroll reviews to spot-checks and HUD-11 (Employee Interview Form) comparison (continued)

Routine payroll review results may be communicated to the prime contractor by telephone and documented with a record in the file. Many times, the types of deficiencies that come to the attention of the contract administrator can be handled more efficiently and just as effectively with good informal communication (e.g., a telephone call, email, etc.) with the employer/prime contractor rather than with formal letters. Examples of the types of issues that could easily be addressed informally—assuming the cooperation of both sides—include a missing payroll report or missing apprenticeship certificates, requests for employee authorizations for deductions, small underpayments that appear on the face of the payroll, and similar matters. With the prime contractor's cooperation, these matters can be disposed of quickly with a telephone call and a brief note to the contract file documenting the call. If the employer/prime contractor does not respond appropriately to this type of communication, it may be necessary to resort to more formal means.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms





FEDERAL LABOR STANDARDS COMPLIANCE CHECKLIST FOR DAVIS-BACON COVERED PROJECTS

RESOURCE

See LCA DBRA Checklist online at the link below:
https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/OLRLibrary

REVIEWING PAYROLLS

See Section 7 in the Contractor Addendum.

REPORTING PAYROLLS

See Section 8 in the Contractor Addendum.

PAYROLL COMPLIANCE REVIEWS AND CORRECTIONS

Compliance reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. DOL may also independently conduct its own reviews (see 10.2.2 in the Contractor Addendum). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. Contractors will be notified by the contract administrator if these reviews find any discrepancies or errors, and will be given instructions about what steps must be taken to correct any problems.

On-site interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative (or HUD or DOL representative). The interviews are confidential and the employees will be asked about the number of hours they work, the kind of work they perform, and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the ongoing work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator. Completed HUD-11s must be compared to the corresponding contractor and subcontractor certified payrolls to test and verify the accuracy of the payroll information.

RESOURCE

HUD 11 forms are available online in English and in Spanish in a fillable format via the HUD Forms website (www.hud.gov/program_offices/administration/hudclips/forms) and at the DBLS website (www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform).

Project payroll reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification, and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed, that employees are paid no less than the wage rate for the work classification shown, that apprentice and trainee certifications are submitted (where needed), that employee or other authorizations for other deductions are submitted (where needed), etc. Contract administrators should be particularly alert for indications of payroll falsification—misinformation on payrolls to conceal underpayments. Falsification on payrolls indicates that a contractor or subcontractor is aware of its obligations, is knowingly underpaying its employees, and is attempting to avoid detection of the violations. See Appendix III-1 for an explanation of willful violations and falsification indicators.

Typical payroll errors and required corrections

Contract administrators must ensure the full correction of all discrepancies disclosed during compliance monitoring conducted by the LCA, HUD, or DOL. This includes the collection of documentation to demonstrate that corrective measures have been successfully completed. They must:

1. **Examine and resolve probable violations and complaints of underpayment.** Contract administrators must explore probable violations—particularly those involving falsification of payrolls and complaints alleging underpayments. In addition to the HUD-11, Record of Employee Interview, HUD has developed a questionnaire form (HUD-4730) and a complaint intake form (HUD-4731) for HUD and LCA use. The forms are available in onscreen fillable formats at the HUD forms website and via the DBLS website;

2. **Refer complex issues and/or falsification cases to HUD or DOL.** Some issues may be more complex than LCAs are able to address. HUD encourages LCAs to consult with the LSS for their area to secure appropriate guidance and support. HUD has decided, in consultation with DOL, that it will refer to DOL cases involving falsification of payrolls or related documents for DOL investigation. HUD strongly suggests that LCAs employ this strategy for cases involving falsification;

3. **Take steps to ensure the full resolution of any monetary liability that has or may be imposed for labor standards reasons.** Contract administrators must take prompt action to ensure that funds will be available to satisfy any labor standards liability that may be imposed. Actions include the withholding of contract payments due to the contractor and requiring funding for an escrow account to guarantee the satisfaction of any restitution and/or liquidated damages assessment that may be pending at contract closeout;



Typical payroll errors and required corrections (continued)

4. **Recommend debarment against repeat violators.** HUD has implemented a zero tolerance policy against contractors who are repeat violators of Davis-Bacon labor standards. The first time an employer is found in violation, the employer is required to pay full restitution to all affected workers and to pay any CWHSSA liquidated damages (for O/T violations) that may be assessed. In addition, the employer must provide written assurance of future compliance. If the employer promptly completes these corrective actions, HUD will not object if the LCA does not recommend debarment against the employer unless there are extenuating circumstances that warrant debarment. If the employer is found in violation again, the LCA must require full correction of any underpayments and payment of CWHSSA liquidated damages assessed. A debarment recommendation made by the LCA against the employer is expected; and

5. **Prepare and submit enforcement reports.** In accordance with DOL regulations (29 CFR Part 5, § 5.7), the contract administrator must prepare and submit to HUD an enforcement report in any case where an employer (contractor or subcontractor) has underpaid its employees by $1,000 or more or where there is reason to believe that the violations are aggravated or willful, and prepare and submit to HUD semi-annual enforcement reports concerning all Davis-Bacon labor standards administration and enforcement activities involving all HUD-assisted programs. Enforcement reports cover wage underpayments by contractors and subcontractors. Note that enforcement reports concern only wage violations associated with projects or contracts subject to the labor standards provisions of the DBRA.

Employer-specific enforcement reports

These enforcement reports are used for three general purposes. First, to report to the Secretary of Labor on Davis-Bacon enforcement actions successfully completed in the field by all federal, state, and local agencies. Second, to refer to the Wage and Hour Administrator investigative findings that are in dispute (e.g., where the employer contests findings of underpayment made against it and requests a hearing to appeal the findings). Third, to make recommendations for debarment and other sanctions and for recommendations concerning liquidated damages computed for CWHSSA O/T violations. (See Labor Relations Letter LR-92-02 for additional guidance concerning employer-based enforcement reports.)

6. **Semi-Annual Enforcement Reports.** HUD is required to furnish to DOL semi¬-annual reports (SARs) concerning the volume of DBRA-covered activities and the compliance and enforcement of DBRA labor standards provisions in HUD programs. The reports are due to DOL by April 30 and October 31 of each calendar year and cover the periods of October 1 through March 31 and April 1 through September 30, respectively. (See DOL regulations at 29 CFR § 5.7(b) and All Agency Memorandum 189.)



Typical payroll errors and required corrections (continued)

To prepare the SAR, HQLS (Headquarters Office Davis-Bacon and Labor Standards) collects data from the LSIS (Labor Standards Information System) and from each RLSO (Regional Labor Standards Officer), and then submits the report to DOL, which accepts electronic submittals of the semi-annual reports in lieu of paper copies at SemiAnnualReport@DOL.gov. HUD collects the reports from its client agencies and compiles a comprehensive report to DOL covering all HUD-assisted Davis-Bacon construction activity. The report may be completed onscreen, saved, and attached to an email message for submission purposes.

RESOURCE

A copy of the Semi Annual Report form (HUD 4710) and instructions (HUD4710i) for LCAs and are available at HUDClips (www.hud.gov/program_offices/administration/hudclips/forms) and at the Davis Bacon and Labor Standards Forms page (www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform).

MORE INFO

States may report directly to DOL, as the state chooses. PHAs, IHAs, and TDHEs should send data for Davis Bacon projects only; data relating to HUD determined maintenance wage rate projects or projects subject to Tribally determined wage rates (for construction or maintenance work) should not be included.



Common errors

The following paragraphs describe common payroll errors and the corrective steps that must be taken.

Inadequate payroll information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate (e.g., does not contain all the necessary information that would be on the optional form WH-347), the employer will be asked to resubmit the payrolls on an acceptable form.

Missing identification numbers

If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

Incomplete payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision, or the employer may request an additional classification and wage rate (see Section 9 in the Contractor Addendum). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees (see Section 10 in the Contractor Addendum for instructions about wage restitution).

Wage rates

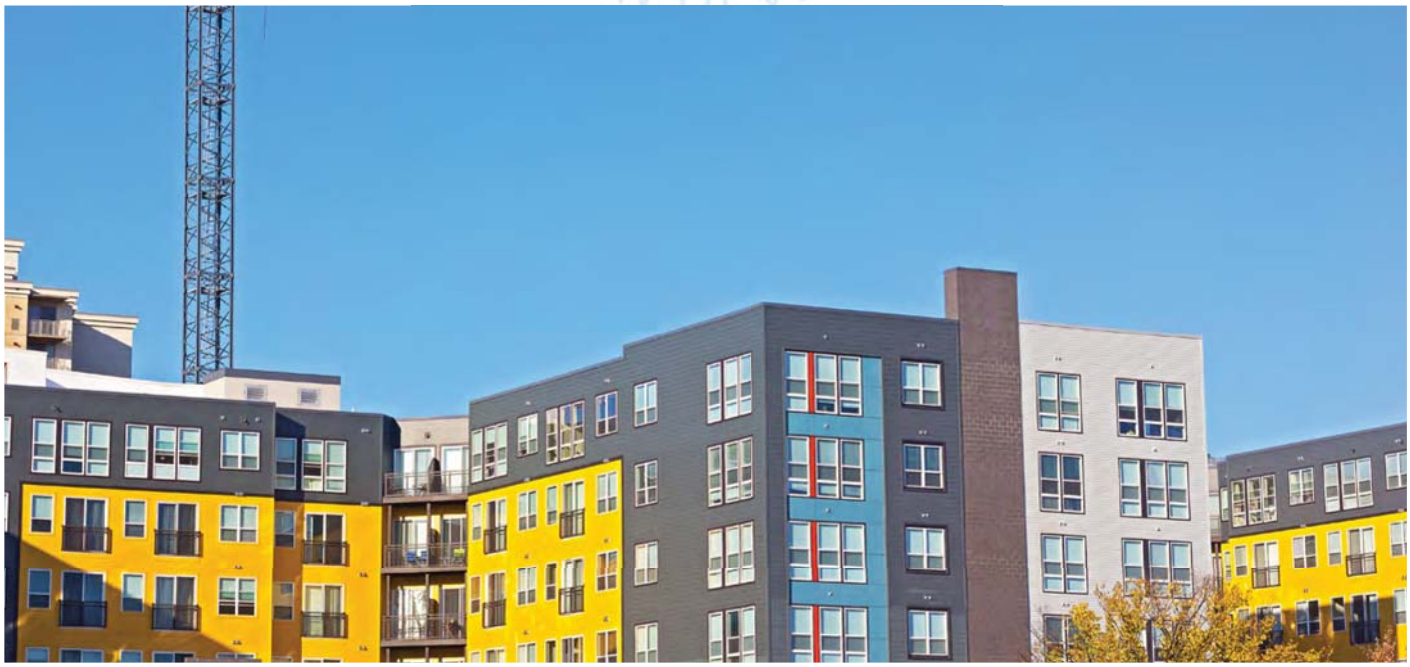
If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

Indications of falsification on payrolls

The greatest threat to construction workers entitled to a statutorily-mandated prevailing wage for their craft is from employers who know what is required, choose not to pay the required prevailing wage rates, and falsify CPRs to conceal the underpayments. Such willful violators see the workers' underpayment as their own gain and engage in deception to increase this gain. In addition, willful violators that successfully escape detection and are not required to pay prevailing wages will continue to bid on Davis-Bacon contracts until their violations are disclosed and administrative sanctions such as debarment are imposed.

Falsification indicators

HUD has prepared a list and explanation of four common falsification indicators that are detectable during payroll "spot-checks."



Information reported on payrolls that indicate falsification suggests willful, much more serious violations in terms of the amount of back wages that may be due and the number of employees affected.

Such cases most often warrant investigation, which can include on-site interviews, mailing questionnaires to employees, taking written statements or complaints, and other methods to gather and assess the facts of the case. See Appendix III-1 for an explanation of willful violations and falsification indicators.

Apprentices and trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

Overtime

If the employees did not receive at least time and one-half for any O/T hours worked on the project, the following will occur:

1. If the project is subject to CWHSSA O/T requirements, the employer will be asked to pay wage restitution for all O/T hours worked on the project.

The employer may also be liable to the United States for liquidated damages computed at $26 per day per violation, and indexed to increase annually. Or,

2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA O/T violations.

Also, the contract administrator may refer the matter to DOL for further review.

Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization, or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of CPRs that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.



Fringe benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid (neither 4(a) nor 4(b) is marked on the Statement of Compliance), the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred.

However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

Signature

If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principal or other authorized signatory.

On-site interview comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (e.g., the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction CPR.

Correction certified payroll

Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

Restitution for underpayment of wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a CPR. If a violation of labor standards requirements results in an underpayment of wages to employees, the LCA should notify the prime contractor to either make wage restitution or direct its subcontractor to do so. Where restitution amounts are in excess of $10 per worker, the employer must attest to wage restitution paid on a correction certified payroll.

Notification to the Employer/Prime contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.



Notification to the Employer/Prime contractor (continued)

MORE INFO

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work with the prime contractor when the issues are complex, when there are significant underpayments, and/or the subcontractor is not co operative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required documentation.

Computing wage restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. Alternatively, wage restitution may be computed by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

Total hours worked times (x) adjustment rate (DB rate – rate paid) = wage restitution due; or

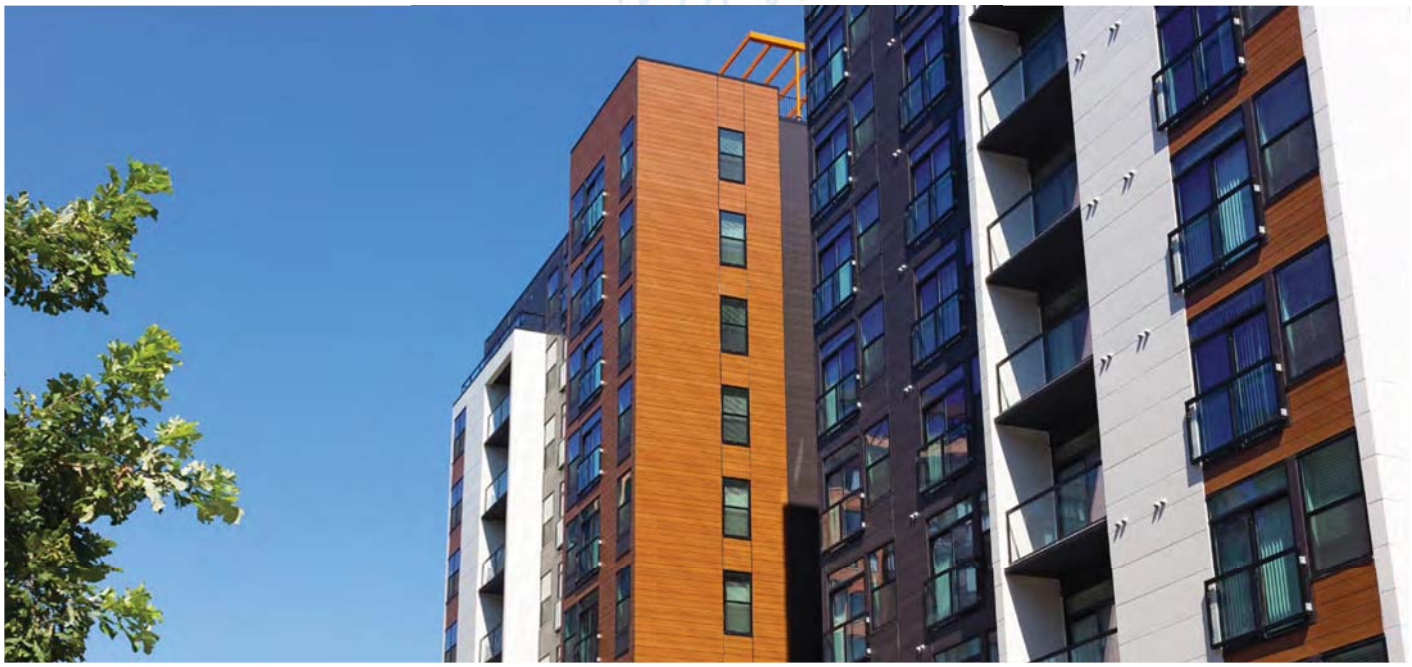
Total wages earned minus (-) total wages paid = wage restitution due.

Correction certified payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period for which restitution is due (e.g., Payrolls #1 through #6, or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification, the total number of work hours involved (daily hours are usually not applicable for wage restitution), the adjustment wage rate (the difference between the required wage rate and the wage rate paid), the gross amount of restitution due, deductions, and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll. HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashier's, canceled, or other) or employee-signed receipts or waivers.

MORE INFO

In the course of basic enforcement and corrections, the em ployer need only submit a correction CPR to evidence wage restitution paid. Other documentation such as copies of checks, copies of cancelled checks, receipts signed by the employees, employee signatures on the correction CPR, etc., is not required.



Review of correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

Withholding payments due to the contractor

If wage violations are not corrected within 30 days after notification to the prime contractor, the LCA may cause the withholding of payments due to the contractor in the amount needed to ensure the full payment of restitution and, if applicable, liquidated damages computed for CWHSSA O/T violations. Only the amounts necessary to meet the potential back wage and CWHSSA liquidated damages liabilities should be withheld.

Unfound workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers), providing their name, Social Security number, last known address, and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or labor standards escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for three years after the completion of the project. After three years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD. Contact the HUD LSS for your area if you encounter this situation.





ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

See Section 9 in the Contractor Addendum.

SANCTIONS AND RESTITUTION

See Section 9 in the Contractor Addendum.

APPENDIX

- Appendix I-1 Reorganization Plan No. 14 of 1950
- Appendix I-2 Delegations of Authority
- Appendix I-3 Labor Standards Core Work Activities
- Appendix II-1 HUD Davis-Bacon Related Acts
- Appendix II-2 Davis-Bacon Act Copeland Anti-Kickback Act
- Appendix II-3 Contract Work Hours and Safety Standards Act
- Appendix II-4 Federal Labor Standards Coverage in Major HUD Programs
- Appendix II-5 Factors of Labor Standards Applicability
- Appendix III-1 HUD's Willful Violations and Falsification Applicability
- Appendix III-2 Sample Deposit Schedule
- Appendix III-3 Sample Tax Withholding Notice
- Appendix III-4 Unfound Worker Schedule
- Appendix III-5 Refund of Deposit Memorandum Template
- Appendix IV-1 Acronyms and Symbols



DAVIS-BACON AND LABOR STANDARDS
CONTRACTOR GUIDE ADDENDUM

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INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide that is simple and non-bureaucratic yet comprehensive, and will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Davis Bacon and Labor Standards worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor that has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts that they either fund or assist in funding.

This Guide contains six main chapters. The first chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The second chapter lists the responsibilities of contractors and of state, tribal, and local contracting agencies that administer HUD programs. The third chapter lists wage basics, including wage decisions, wage classifications, and wage rates, to provide background for the rest of the Guide. The fourth chapter discusses reviewing and reporting payrolls. The fifth chapter delves into additional work classifications and wage rates. The sixth and final chapter discusses sanctions and restitution. For further background, the DBLS Agency Guide may be used as a reference.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Standards Field staff for your area.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online: www.hud.gov/program_offices/davis_bacon_and_labor_standards

BASIC DBA DEFINITIONS

See Section 3 in the Agency Guide.



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if DB applies to a HUD project is it because of a labor provision contained in one of HUD's "Related Acts" (see 5.9 in the Agency Guide). The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (OT) hours (over 40 in any workweek) worked on a covered project. The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

Exemptions:

CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.

CWHSSA O/T provisions do not apply to prime contracts of $100,000 or less.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback, (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer to submit weekly certified payroll reports, and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29

Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of $2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over $100,000). The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development and Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >$2,000 but ≤$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).



Davis-Bacon Wage Decisions

The term "wage decision" includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term "wage decision" is used within this Guide to mean the Davis-Bacon wage decision. The terms "wage decision" and "wage determination" are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county or group of counties, and four general characters of construction work.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.
www.hud.gov/program_offices/administration/hudclips/forms

RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov





CONTRACTOR RESPONSIBILITIES

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and their subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator Responsibilities, below.)

CONTRACT ADMINISTRATOR RESPONSIBILITIES

The contract administrator is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. This term is used to represent the person (or persons) who will provide labor standards advice and support to contractors and other project principals (e.g., owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 6.1, The Wage Decision) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see Section 12, Payroll Compliance Reviews and Corrections, in the Agency Guide) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Standards field staff. But many HUD-assisted projects are administered by local contracting agencies such as PHAs, TDHEs, and States, cities and counties under HUD's CDBG and HOME programs.

In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for contractors remains essentially the same.

DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our Contact List for help.



WAGE BASICS

The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for skilled workers, operators, truck drivers, and laborers—for example: carpenters, electricians, plumbers, roofers, rollers, screeds, bulldozers, water wagons, dump trucks, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 5.12 in the Agency Guide.

The work classifications and wage rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications.

You'll want to make sure that the work classifications you need are contained in the wage decision, and make certain that you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (e.g., residential and commercial work) and can be lengthy and difficult to read. The contract administrator (HUD Labor Standards field staff or local agency staff) is available to assist with any trouble reading the wage decision or finding the applicable work classification(s).

To make reading lengthy wage decisions easier, a contract administrator may prepare a Project Wage Sheet (HUD-4720). This sheet is a one-page transcript that will show only the classifications and wage rates for a project. A blank copy of a Project Wage Rate Sheet is provided in the Appendix.

RESOURCE

A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.

Posting the wage decision, Davis-Bacon poster, and Additional Classifications wages

The prime contractor is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet), a copy of the DOL Davis-Bacon poster titled Employee Rights Under the Davis-Bacon Act (Form WH-1321), and Additional Classifications wages at the job site in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) if they have any questions or want to file a complaint.

RESOURCE

The Employee Rights Under the Davis Bacon Act poster replac es the Notice To All Employees. The new poster is available in English and Spanish online at: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrmk13.



REVIEWING PAYROLLS

Certified Payroll Reports (CPRs)

To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) for information on CPRs.

CPR format

Employers on an FHA project are required to use the HUD-authorized Electronic Payroll System (EPS) to submit CPR reports. If an approved electronic payroll reporting system is not being used by the LCA,, the employer must ensure that all information from DOL Payroll Form WH-347 is included and that the LSS can reasonably interpret it. Form WH-347 is available online at www.dol.gov/whd/forms/wh347.pdf.

Submission requirements

Each employer shall submit payroll reports beginning with the first week such employer performs work on the site of the work. Employers shall submit reports promptly following the close of each such pay week.

"No Work" payrolls

Employers are not required to submit reports for weeks during which no work was performed at the site of work, provided that the payroll reports are numbered sequentially or that the employer has provided written notice that its work on the project has been suspended.

Weekly payroll certification

Each weekly payroll submitted shall be accompanied by a "Statement of Compliance" that bears the original signature of the owner, executive/corporate officer, or a designee authorized by the owner or officer. The signature must be in ink; pencil is not acceptable. Signature stamps, photocopies, and facsimiles are not acceptable. The employer may utilize the reverse side of the DOL Payroll Form WH-347 as its Statement of Compliance or another document that contains the same language prescribed on the reverse of the WH-347.

False Submissions

The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 231 of Title 31 of the United States Code (USC).

Payroll Review and Submission

The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for O/T violations. All the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments, and protect itself from financial loss should underpayments occur.

Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records—such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments—for a Davis-Bacon project for at least three years after the project is completed. The prime contractor must keep a complete set of all the payrolls for every contractor (including subcontractors) for at least three years after completion of the project.

Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or DOL.





REPORTING PAYROLLS

Completing a Payroll Report

Each employer shall maintain payroll records with respect to their own workforce employed at the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working at the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

Project and contractor/subcontractor information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Week dates must be indicated in the spaces provided. Numbering payrolls is optional but strongly recommended.

Employee information

The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full Social Security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for Federal labor standards compliance monitoring. Prime contractors may require a subcontractor to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

Work classification

Each employee must be classified in accordance with the wage decision based on the type of work they perform.

Apprentices or trainees

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

Split classifications

For an employee that worked in a split classification, make a separate entry for each classification of work performed, distributing the hours of work to each classification accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

Hours worked

The payroll should show only the regular and O/T hours worked on one particular project. The employer must show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, employers should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

Rate of pay

Employers must show the basic hourly rate of pay for each employee for one particular project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer must add the fringe benefit rate to the basic hourly rate of pay, and must list the O/T rate if O/T hours were worked.

Piece-work

For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any O/T hours.

The effective hourly rate must be reflected on the certified payroll. This hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week to week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the O/T rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the O/T rate would be: ($10 x 1.5) + $5 = $20/hour.

Gross wages earned

Show the gross amount of wages earned for work performed on a particular project. Note: Employees with work hours and earnings on other projects may show gross wages for a particular project over gross earnings from all projects (e.g., $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (e.g., Savings Account or Loan Repayment). Any voluntary deduction (i.e., not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears. The note needs to show the type, amount, and frequency of the deduction. A new deduction authorization is required when any of the aforementioned items change.

MORE INFO

Only one employee authorization is needed for recurring (e.g., weekly) "other" deductions. Written employee authorization is not required for income tax and Social Security deductions.



Net pay

Show the net amount of wages paid.

Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Employers must be sure to complete the identifying information at the top, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, the employer must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that the employer is paying required fringe benefits to approved plans or programs; and 4(b) indicates that the employer is paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If the employer is paying a portion of the required fringe benefit to programs and the balance directly to the employee, the employer must explain those differences in box 4(c).

Signature

For paper payrolls submitted, the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer, or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. For paper payrolls, signatures in pencil, signature stamps, Xerox copies, PDFs, and other facsimiles are not acceptable.

MORE INFO

Only one Statement of Compliance is required for each employ er's weekly payroll no matter how many pages are needed to re port the employee data.





ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

After contract award, if it is determined that additional work classifications are required because the wage decision lacks all the necessary classifications and wage rates, the prime contractor and, if applicable, its subcontractors employing workers in such classifications shall request an additional work classification and propose a wage rate and fringe benefits for such classification on form SF-1444, Request for Authorization of Additional Classification and Rate. The contractor or subcontractor shall make its request for a final decision through the LSS or LCA, as appropriate, to DOL at whd-cbaconformance_incoming@dol.gov. The LSS/LCA shall assist the employer in preparing the request and, if necessary, provide guidance on the policies and procedures involved.

Note: Additional work classifications and wage rates may be requested only after the effective wage decision "lock-in" date. (See DOL Regulations at 29 CFR Part 5 § 5.5(a)(1)(ii).)

Additional Work Classification and Wage Rate Parameters

Signature

Additional work classifications must be signed by DBLS for FHA-insured projects managed by HUD and signed by the LCA contracting officer for projects managed by LCAs, then forwarded to DOL with the applicable wage decision where:

The requested work classification is used in the area of the project by the construction industry;

The work that will be performed by the requested work classification is not performed by a work classification that is already contained within the applicable wage decision;

The proposed wage rate for the requested work classification bears a reasonable relationship to the wage rates on the wage decision; and

The workers that will be employed in the requested work classification (if it is known who the workers are or will be) or the workers' representatives agree with the proposed wage rate.

General guide

The wage rate and fringe benefits proposed for any classification must be in accordance with the guidance available in All Agency Memorandum 213. The proposed wage rate and fringe benefits should bear a reasonable relationship to the entirety of the rates within the relevant category. There are four basic categories: skilled crafts, laborers, truck drivers, and power equipment operators. Additional classifications proposed for power equipment operators must specify the type(s) of power equipment involved.

Making the Request

Although a request for additional work classification and wage rate may be prompted following an LSS/LCA review, the proposal must originate with the prime contractor/employer that will utilize the work classification. The prime contractor/employer must submit the request in writing. A basic request must identify the contract/project involved, the work classification requested, and the wage rate, including any bona fide fringe benefits proposed. In some cases, it may be necessary for the prime contractor/employer to describe the work that the requested work classification would perform. The prime contractor/employer should use form SF-1444, Request for Authorization of Additional Classification and Rate, to submit the request.

LSS/LCA Review of Request

The LSS/LCA will review the prime contractor/employer's request to determine if it satisfies the approval criteria at 5.12.1.9.2. The LSS/LCA will contact the prime contractor/employer if clarification or additional information is needed to complete the review.

Signing the request, reporting to DOL

If the LSS/LCA review finds that the requested work classifications and wage rate/fringe benefits meet the criteria at 5.12.1.9.2, the LSS/LCA submits the completed SF-1444, related documentation, and the applicable wage decision to the DOL National Office for final decision using DOL's dedicated email address:

whd-cbaconformance_incoming@dol.gov.

Disagreement with the request; referring for DOL decision

If the LSS/LCA review finds that the requested work classification and wage rate/fringe benefits fails to meet the approval criteria or if the parties do not agree on the proper classification or wage rate/fringe benefits for the work described, the LSS/LCA shall prepare an SF-1444 and a written report explaining the results of the review and any issues in dispute among the parties, and shall forward these along with a copy of the applicable wage decision to the DOL National Office for its decision using the same dedicated DOL email address.

DOL decision

DOL regulations permit 30 days for DOL to respond to the SF-1444. DOL will notify the LSS/LCA in writing of its decision.

DOL approval

When DOL approves the requested additional work classification and wage rate/fringe benefits, the LSS/LCA shall provide a copy of the DOL notice of approval to the prime contractor/employer with instructions that the additional work classification and wage rate/fringe benefits must be posted on the job site with the wage decision.



DOL disapproval

When DOL disapproves the requested work classification and wage rate/fringe benefits, DOL will notify the LSS/LCA in writing of the reasons why the request cannot be approved. DOL may also indicate what work classifications/wage rate/fringe benefits could be approved for the work involved if a modified request is submitted.

Notification to the prime contractor/employer

The LSS/LCA will notify the prime contractor/employer in writing of the results of the LSS/LCA review and/or DOL decision and provide a copy of the DOL notice.

Requests for DOL reconsideration

The LSS/LCA, the prime contractor/employer, or other interested parties may request reconsideration of the DOL decision on a requested additional work classification and wage rate/fringe benefits. Such requests must be made in writing accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information.





SANCTIONS AND RESTITUTION

Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of the things you might expect, and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

Administrative Review on Labor Standards Disputes

The labor standards clauses in the contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

Additional classifications and wage rates

Additional classification and wage rate requests are sometimes denied by DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

Reconsideration

DOL normally identifies the reasons for denial in its response to the request. Any interested person (e.g., the contract administrator, employer, or representatives of the employees) may request reconsideration of the decision on the additional classification request.

The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to DOL. (See DOL Regulations 29 CFR § 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through HQLS (Headquarters Office Davis-Bacon and Labor Standards).

Administrative Review Board

Any interested party may request a review of the Administrator's decision on reconsideration by DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR § 1.9.)

Findings of underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due, and to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with employers to reach such agreements.

Rulings and interpretations unrelated to findings of underpayment

DOL is the authority for rulings and interpretations unrelated to findings of underpayments. This includes disputes concerning the prevailing wage rates as determined by DOL, DBRA applicability, character of work decisions, and interpretation and application of DOL regulations at 29 CFR Parts 1, 3, and 5. These and other such matters must be referred to the DOL Wage and Hour Administrator for their ruling and/or interpretation per 29 CFR § 5.13. Any request for a ruling or an interpretation from the DOL Administrator via DBLS must be submitted through HQLS with a copy to the local LSS.

Disputes concerning findings of underpayment

Underpayments usually occur when a contractor or subcontractor does not properly pay wages according to the approved wage determination and it has been identified as part of a Davis-Bacon and DBLS enforcement action. There may be other situations that also create underpayments, and they can originate from the employer, prime contractor, or any other interested party. Any underpayment decision by DBLS will include a formal decision letter with a Notice of Right to Appeal.

DOL review

DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL ALJ. (See DOL Regulations 29 CFR § 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

Administrative Review Board

Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

Withholding

The contract administrator shall cause the withholding of payments due to the prime contractor to ensure the payment of wages that are believed to be due and unpaid (e.g., if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor). DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is serious and is not taken unless warranted. If withholding is deemed necessary, the contractor will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.



Deposits and Escrows

In some situations, certain labor standards issues are not or cannot be resolved in time to meet project closeout schedules. In order to permit a final closing/closeout to proceed while certain labor issues are outstanding, a deposit account (HUD-administered projects, e.g. multifamily housing-insured and grant programs) or an escrow account (LCA-administered projects, e.g., CDBG, HOME, HOPE VI (Housing Opportunities for People Everywhere)) may be established as a guarantee to ensure the payment of any wages that have been or may be found due to workers that were employed in the construction of the project. Deposit and escrow accounts may also hold fringe benefits payments that are due to plans or programs and/or liquidated damages that are assessed for violations of CWHSSA O/T provisions. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

MORE INFO

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 3.2, Responsibilities of the Principal Contractor, and 12.4, Restitution for Underpayment of Wages, in the Agency Guide.

Where the parties have agreed to amounts of wage restitution that are due, but the employer hasn't furnished evidence yet that all the underpaid workers have received their back wages (e.g., unfound workers)

The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in Section 11.4.1 of this Guide;

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (unfound workers). See 12.4.6 in the Agency Guide for more information.

Where underpayments are suspected or alleged and an investigation has not yet been completed

The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper



documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor;

If the employer is unable to make the payments to the workers (e.g., lacks the funds necessary), the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described in Section 13.4.6 in the Agency Guide.

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.

Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due

The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

DOL debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the DBRA will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to three years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or initiated by DOL. Debarment proceedings are described in DOL regulations 29 CFR § 5.12.

HUD sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments, and suspensions.



Limited Denial of Participation

HUD may issue to the employer an LDP, which prohibits the employer from further participation in HUD programs for a period of up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDPs are found at 24 CFR §§ 24.700-24.714.

Debarment and suspensions

In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications), or initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Falsification of Certified Payroll Reports

Cases that involve certified payroll falsification may be referred to DOL for its investigation at the outset or referred to DOL for administrative review/hearings or other sanctions.

All referrals suggesting consideration for criminal prosecution must be submitted through the established hierarchy:



States may submit any such recommendation to DOL directly.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.



General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contrac ts, greater than $2,000 but not more than $250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

(a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
(c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
(d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
  (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

6. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not *less* than $ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(b) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(c) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(d) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the fiunishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

(f) The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

(a) The work to be performed under this contract 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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) .Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. **Labor Standards - Davis-Bacon and Related**

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(1) *Minimum wages*—(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classifications(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract , or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5 (a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)A contracting agency for its reprocurement costs;

(C)A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D)A contractor's assignee(s);

(E)A contractor's successor(s); or

(F)A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (3) Records and certified payrolls—(i) Basic record requirements—(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanic s working at the site of the work (or otherwise working in construction or development of the project under a develop- ment statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B)*Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made ; and actual wages paid.

(C)*Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements*—(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B)Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C)*Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

(E) *Signature.* The signature by the contractor, subcontractor , or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access*—(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under 29 CFR 5 .5(a)(3)(i)–(iii), and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contract or, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, own er, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity—(i) Apprentices*—(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentice s must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i) (A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(vii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

(viii) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

(1) *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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5 (b)(1), in the sum of $31 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 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages—(i) Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

(ix) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

(x) Informing any other person about their rights under CWHSSA or 29 CFR part 5.

(c) *CWHSSA required records clause.* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- **A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- **B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- **C. Additional records relating to fringe benefits**. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and
Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **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.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 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 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts***. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

CHANGE RIDER

To be attached to and form a part of Bond No. 0277280

in the amount of $185,437.34 issued by Berkley Insurance Company

on behalf of The Playwell Group Inc. and Playworks Inc.

in favor of City of College Station

It is understood and agreed that the bond described above is hereby modified so as to

The Effective Date to:

June 11, 2026

It is further expressly understood and agreed that the aggregate liability of the Berkley Insurance Company under said bond to the obligee herein mentioned shall not exceed the amount stated above.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above-mentioned bond, other than as above stated.

Signed, sealed and dated this 11th day of June, 2026.

Berkley Insurance Company

BY: Leslie Patterson
Leslie Patterson Attorney-in-Fact

No. BI-481aa

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Carolyn E. Wheeler; Loretta M. Jones; Vicki D. Nobinger; Sandra G. King; Rachel A. Chaveriat; Bonnie L. Rice; Andrea Allman; Lisa Frye; Leslie Patterson; Amanda Mills; Meri Damron; Carrie Wright; Lara Liparoto; or Michelle Lute-Heatherly of National Surety Center, a Division of Marsh USA LLC of Knoxville, TN*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

(Seal)

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2028

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 11th day of June, 2026.

(Seal)

_____
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group and its affiliates by telephone for information or to make a complaint:

BERKLEY SURETY GROUP

Please send all notices of claim on this bond to:

Berkley Surety Group
(866) 768-3534 or BSGClaim@BerkleySurety.com

412 Mount Kemble Avenue, Suite 310N
Morristown, NJ 07960
Attn: Surety Claims Department

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 your agent or Berkley Surety Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

PERFORMANCE BOND

Bond No. 0277280

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

THAT WE, The Playwell Group, Inc. and PlayWorks, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto Berkley Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Eighty-Five Thousand Four Hundred Thirty-Seven and 34 /100 Dollars ($ 185,437.34) 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 Playground replacement at John Crompton Park (BuyBoard Contract #781-25),

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. 0277280

FOR THE CONTRACTOR:

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

By: Maria Powell

Name: Maria Powell

Title: Business Manager

Date: 05/18/2026

(Name of Contractor)
The Playwell Group, Inc. and PlayWell, Inc.

By: James D. Robertson

Name: James D. Robertson

Title: President

Date: 05/18/2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: Katherine Pearce

Name: Katherine Pearce

Title: Witness

Date: 05/18/2026

Berkley Insurance Company
(Full Name of Surety)

101 Bellevue Pkwy

Wilmington, DE 19809
(Address of Surety for Notice)

By: Leslie Patterson

Name: Leslie Patterson

Title: Attorney-in-Fact

Date: 05/18/2026

FOR THE CITY:

REVIEWED:

Leslie Whitten 5/28/2026
City Attorney

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

City Manager

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

Contract No. 26300496
Construction Agreement Over $50,000
Form 04-20-2023

TEXAS STATUTORY PAYMENT BOND

Bond No. 0277280

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

THAT WE, The Playwell Group, Inc. and PlayWorks, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto Berkley Insurance Company, a corporation organized and existing under the laws of the State of Delaware, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Eighty-Five Thousand Four Hundred Thirty-Seven and 34/100 Dollars ($185,437.34) 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 Playground replacement at John Crompton Park (BuyBoard Contract #781-25), 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. 0277280

FOR THE CONTRACTOR:

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

By: Maria Powell

Name: Maria Powell

Title: Business Manager

Date: 05/18/2026

(Name of Contractor)
The Playwell Group, Inc. and PlayWell, Inc.

By: Jacqueline B. Roberts

Name:

Title: President

Date: 05/18/2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: Katherine Pearce

Name: Katherine Pearce

Title: Witness

Date: 05/18/2026

Berkley Insurance Company
(Full Name of Surety)

101 Bellevue Pkwy

Wilmington, DE 19809
(Address of Surety for Notice)

By: Leslie Patterson

Name: Leslie Patterson

Title: Attorney-in-Fact

Date: 05/18/2026

FOR THE CITY:

REVIEWED:

Leslie Whitten 5/28/2026
City Attorney

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

City Manager

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

Contract No. 26300496
Construction Agreement Over $50,000
Form 04-20-2023

No. BI-481aa

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Carolyn E. Wheeler; Loretta M. Jones; Vicki D. Nobinger; Sandra G. King; Rachel A. Chaveriat; Bonnie L. Rice; Andrea Allman; Lisa Frye; Leslie Patterson; Amanda Mills; Meri Damron; Carrie Wright; Lara Liparoto; or Michelle Lute-Heatherly of National Surety Center, a Division of Marsh USA LLC of Knoxville, TN*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

(Seal)

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of April, 2024.

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group and its affiliates by telephone for information or to make a complaint:

BERKLEY SURETY GROUP

Please send all notices of claim on this bond to:

Berkley Surety Group
(866) 768-3534 or BSGClaim@BerkleySurety.com

412 Mount Kemble Avenue, Suite 310N
Morristown, NJ 07960
Attn: Surety Claims Department

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 your agent or Berkley Surety Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2026

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

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

PRODUCER
First and Main Risk Advisors, LLC
PO Box 638
904 N Main Street
Lapel IN 46051-0638

CONTACT NAME: Bill Hodgkins
PHONE (A/C, No, Ext): 765-534-3152 **FAX (A/C, No):** 765-534-2067
E-MAIL ADDRESS: BillH@FIRSTANDMAINRISK.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Tokio Marine Specialty Insurance Company	23850
INSURER B : Richmond National Insurance Company	17103
INSURER C : Hanover Insurance Group	22292
INSURER D : Selective Insurance Company	
INSURER E : Hartford Underwriters Insurance Company	
INSURER F :	

INSURED PLAYGRO-01
The Playwell Group, Inc. & Playworks, Inc.
203A Highway 46 E
Boerne TX 78006

COVERAGES **CERTIFICATE NUMBER:** 1808496529 **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:	Y	Y	PPK2651454	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
E	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			21 UEC DR5139 SA	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			RN-7-0509221	2/1/2026	2/1/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	W2W J954923 00	2/1/2026	2/1/2027	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
D	Installation Floater			S2563381	2/1/2026	2/1/2027	$250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of College Station, TX is listed as additional insured under General Liability and Automobile Liability policies as/if required by written contract or agreement. A waiver of subrogation in favor of certificate holder is included for General Liability, Automobile Liability, and Workers Compensation coverage. Coverage under General Liability policy is on a primary and non-contributory basis.

CERTIFICATE HOLDER

Attn Risk Manager
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

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EXHIBIT D
PLANS AND SPECIFICATIONS

• We are replacing playground equipment with The Playwell Group (equipment) and Playworks, Inc. (demo and installation) utilizing the BuyBoard purchasing cooperative Contract #781-25.

• Funding for this project will come from Community Development Block Grant (CDBG) funds:
Org. Code: 31220630
Obj. Code: 5900
Project Code: CD2616

• The total for equipment is $129,687.16
• The total for demo and installation is $46,919.83
• Bonds is $8,830.35
• The total for all of the equipment, installation and bonds is $185,437.34

Below is a breakdown of the playground and installation associated costs:

Quote #

28166

PlayWell

The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment

Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

Bill To:

City of College Station
Accounts Payable
PO Box 9973
College Station, TX 77842

Phone: (979) 764-3569

Ship To:

City of College Station
John Crompton Park
Recreation Installation-David Robertson
37175 Interstate 10 W
Boerne, TX 78006

Phone: (210) 740-1175

Quote Details:

Date: 3/26/2026
Terms: NET 30
Expiration: 4/25/2026
Sales Rep: SFP
PO #:

Item	Description	Qty	List Price	Disc. Price	Total
BUY #781-25	BUYBOARD CONTRACT #781-25-EXPIRES 09/30/2026	1	0.00	0.00	0.00
	PLAYCRAFT				
R50	R5 CUSTOM PLAY SYSTEM - R50C46B5A	1	63119.00	59,963.05	59,963.05
PC-FWR-T-SM	TURQUOISE FLOWER-WITH SURFACE MOUNT KIT	1	1486.00	1,411.70	1,411.70
PC-BFLY-O-SM	BUTTERFLY, ORANGE (SURFACE MOUNT)	1	1410.00	1,339.50	1,339.50
PC-CATR-SM	CATERPILLAR MUSIC PIECE (SURFACE MOUNT)	1	4636.00	4,404.20	4,404.20
SHIP	SHIPPING & HANDLING	1	10236.55	10,236.55	10,236.55
	MODERN SHADE PICK UP				
MS-CANTILEV...	CANTILEVER UMBRELLA PYRAMID-12'X12'-HEIGHT 9'-DIG-24"X7' PIER WITH (6) #5 VERTICALS-#3 RINGS AT 12" O.C. COLOR: FRAME-TBD COLOR: FABRIC-TBD	2	10643.24	10,111.08	20,222.16
SED MODERN	SEALED ENGINEERED DRAWINGS E-MAIL TO: SARA PARTRIDGE SARA@PLAYWELLGROUP.COM	1	1133.33	1,076.66	1,076.66
	PLAYWELL SURFACING				
PIP-PLAYWELL	4" PIP SYSTEM - 75/25 STANDARD COLOR - AROMATIC BINDER COLORS: TBD	1,000	30.00	28.50	28,500.00
PIP DUMPSTE...	DUMPSTER FOR INSTALLATION WASTE DISPOSAL	1	1066.67	1,013.34	1,013.34
SECURITY-REC	SITE SECURITY/ACCESS CONTROL	1	1600.00	1,520.00	1,520.00
	BOND				

Need Help?

Call: 800-726-1816
Mon - Fri: 8:00AM to 5:00PM
Email: invoice@playwellgroup.com

Ways to Pay

Check
Remit Payment to:
The PlayWell Group, Inc.
203A State Highway 46 East
Boerne, TX 78006

Credit Card - Usage Fee 3.5%
Call: 800-726-1816
Mon - Fri: 8:00AM to 5:00 PM

Approval

Quote Valid for 30 days. Product will be ordered upon receipt of written approvals and/or deposit.

Quote #

28166

PlayWell

The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment

Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

Bill To:

City of College Station
Accounts Payable
PO Box 9973
College Station, TX 77842

Phone: (979) 764-3569

Ship To:

City of College Station
John Crompton Park
Recreation Installation-David Robertson
37175 Interstate 10 W
Boerne, TX 78006

Phone: (210) 740-1175

Quote Details:

Date: 3/26/2026
Terms: NET 30
Expiration: 4/25/2026
Sales Rep: SFP
PO #:

Item	Description	Qty	List Price	Disc. Price	Total
BOND	PERFORMANCE & PAYMENT BOND	1	8830.35	8,830.35	8,830.35

Need Help?

Call: 800-726-1816
Mon - Fri: 8:00AM to 5:00PM
Email: invoice@playwellgroup.com

Subtotal	$138,517.51
Sales Tax (0.0%)	$0.00
Deposit	$0.00
Total	$138,517.51

Ways to Pay

Check
Remit Payment to:
The PlayWell Group, Inc.
203A State Highway 46 East
Boerne, TX 78006

Credit Card - Usage Fee 3.5%
Call: 800-726-1816
Mon - Fri: 8:00AM to 5:00 PM

Approval

Quote Valid for 30 days. Product will be ordered upon receipt of written approvals and/or deposit.

Installation Quote #
14131

PlayWorks

PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

Bill To:

City of College Station
Accounts Payable
PO Box 9973
College Station, TX 77842-9973

Phone: (979) 764-3569

Installation Site:

City of College Station
John Crompton Park
201 Holleman Drive West
College Station, TX 77840

Phone: (979) 764-3485

Quote Details:

Date: 3/26/2026
Terms: NET 30
Exp Date: 4/25/2026
Sales Rep: SFP
PO #:

Item	Description	Qty	List Price	Total
BUY #781-25	BUYBOARD CONTRACT #781-25 EXPIRES 09/30/2026	1	0.00	0.00
	DELIVERED AND INSTALLED BY RECREATION INSTALLATION			
INSTALL-REC	INSTALLATION OF R5 CUSTOM PLAY SYSTEM - R50C46B5A	1	17,313.74	17,313.74
INSTALL-REC	INSTALLATION OF FLOWER, TURQUOISE	1	407.61	407.61
INSTALL-REC	INSTALLATION OF BUTTERFLY, ORANGE	1	386.77	386.77
INSTALL-REC	INSTALLATION OF CATERPILLAR (SM)	1	1,271.67	1,271.67
DEMO-REC	DEMOLITION OF EXISTING PLAYGROUND STRUCTURE	1	10,642.97	10,642.97
DEMO-REC	DEMO AND HAUL OFF OF EXISTING SURFACING MATERIAL	1	2,413.87	2,413.87
INSTALL-REC	INSTALLATION OF CANTILEVER UMBRELLA PYRAMID-12'X12'-HEIGHT 9'-DIG-24"X7' PIER WITH (6) #5 VERTICALS-#3 RINGS AT 12" O.C.	2	7,241.60	14,483.20

Need Help?

Call: 800-726-1816
Mon - Fri: 8AM to 5:00PM
invoice@playwellgroup.com

Total	$46,919.83
Deposit	$0.00
Balance Due	$46,919.83

Ways to Pay

Check
Remit Payment to:
PlayWorks, Inc.
203A State Highway 46 East
Boerne, TX 78006

Credit Card - Usage Fee 3.5%
Call: 800-726-1816
Mon - Fri: 8:00AM to 5:00PM

Approval

Quote Valid for 30 days. Install will be ordered upon receipt of written approvals and/or deposit.



EXHIBIT E
CONSTRUCTION SCHEDULE

Projected schedule from notice to proceed is 4-6 week lead time for production of playground material and 2-3 weeks to complete installation.

EXHIBIT F
CDBG FUNDS CONSTRUCTION ADDENDUM

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS ADDENDUM TO CONSTRUCTION CONTRACT

This Addendum is attached to Contract No. 26300496, by and between the City of College Station ("City") and The PlayWell Group, Inc. and PlayWorks, Inc. ("Contractor"), and is incorporated into said construction contract ("Agreement"). The provisions below are required, and the language is not negotiable. If any provision below conflicts with the City's terms and conditions, including any attachments, schedules, or exhibits to the City's Agreement or purchase order, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Agreement or purchase order applies. Hyperlinks and legal references are provided for convenience only; broken hyperlinks or typographical errors will not relieve Contractor from compliance with the law.

The Agreement and the Project (as such term is defined in the Agreement) has been or is anticipated to be funded in whole or in part by federal funds in the amount of $185,437.34 (the "Federal Funds") awarded to the City by the U.S. Department of Housing and Urban Development's ("HUD" or "Federal Agency") pursuant to the Community Block Development Grant ("CDBG") program, subject to certain terms and conditions ("Grant Terms"). Subject to and in accordance with the Grant Terms, City has informally, but in accordance with applicable state purchasing requirements] procured Contractor as a "contractor" as such term is defined in 2 CFR 200.1, in accordance with 2 CFR 200.317-327 and other applicable.

Some or all of the following may apply depending on the Agreement amount, subject matter of the Agreement, eligibility criteria for the Project and so on. Contractor assumes full responsibility for complying with the requirements set forth below in accordance with applicable law, as amended.

I. PROJECT SPECIFIC REQUIREMENTS

A. Subject to compliance of the Contractor with the Grant Terms, as reviewed and monitored by the City in its role as recipient of Federal Funds, the City desires to engage and the Contractor desires to provide the services defined in this Agreement in order to assist the City in achieving the Low-mod Area (LMA) benefit National objective under 24 CFR 570.208(a)(1)(the "**Objective**").

B. The Environmental Clearance from the Federal Agency applicable to these Federal Funds and the Project is not required pursuant to 24 CFR 58.35 (a)(3)(iii).

C. The Authorization to Use Grant Funds ("**AUGF**") applicable to these Federal Funds and the Project is not required pursuant to 24 CFR 58.35 (a)(3)(iii) converted to exempt.

D. The Agreement and/or Project [is not] 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 Contractor agrees to comply with BABA.

II. CONTRACTOR'S GENERAL OBLIGATIONS UNDER FEDERAL REQUIREMENTS

Contractor 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 Contractor (or the City that are passed through to Contractor under the

Agreement) by the applicable requirements of this, 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. Contractor 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. Subcontracts of 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 Addendum 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];
- 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;

[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.
[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.

- 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.

More detailed provisions are contained in the remainder of this Addendum. Headings are for internal City use and are not dispositive nor limiting in the application of a provision to the Agreement, Contractor or any of Contractor's employees, officers, subcontractors, volunteers or representatives in any way.

III. DEBARMENT, CONFLICT OF INTEREST AND CERTIFICATIONS

A. Debarment.

As a condition precedent to disbursement of any Federal Funds under the Agreement, Contractor shall provide to the City Contractor's Unique Entity Identifier Number (UEI) and shall be registered on www.sam.gov (or any successor thereto). Contractor will not be eligible to submit any payment application to the City unless Contractor's status on sam.gov is active, Contractor 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.

B. Subcontractor Debarment.

Contractor shall ensure that all contractors, subcontractors, and vendors utilized by Contractor 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. Contractor 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

[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.

determines that any contractor, subcontractor, or vendor is excluded, disqualified, debarred, suspended, or is not properly licensed, Contractor 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 Contractor 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 Contractor or subcontractor.

C. Conflict of Interest Certification.

The certification, attached hereto and incorporated by reference, as completed, executed and submitted by Contractor is a material representation of fact upon which reliance was placed when the Agreement, including each disbursement of Federal Funds related to the Agreement, was made or entered into. Pursuant to 2 CFR § 200.112 and 24 CFR § 570.611, Contractor 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 Contractor must disclose in writing to the City any potential conflict of interest as soon as possible after learning of such conflict.

D. Contractor Conflict of Interest Policy.

Contractor 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.

E. Byrd Anti-Lobbying and Hatch Act Certification.

The certification, attached hereto and incorporated by reference, as completed, executed and submitted by Contractor is a material representation of fact upon which reliance was placed when the 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, Contractor 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.

IV. REQUIREMENTS ASSOCIATED WITH THE CDBG PROGRAM

A. Compliance With Law.

Contractor 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 Contractor'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)

Contractor 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 Contractor agrees to comply with BABA. Pursuant to BABA, Contractor 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 Contractor 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, Contractor 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, Contractor 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. Beneficiary Qualification.

Contractor covenants and agrees the purpose of the project (the "Project") that is the subject of work or services provided under the Agreement is to meet one or more of the "National Objectives" and other requirements set forth in 24 CFR 570.208 and certifies all activities carried out under the Agreement shall be in furtherance of at least one such National Objective.

D. 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, Contractor 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.

E. Civil Rights Act.

Contractor 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.

Contractor must make it known that the Project is available to all on a nondiscriminatory basis. Where the procedures that Contractor 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, Contractor must establish additional procedures that will ensure that these persons are made aware of Project. Contractor 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. Contractor must include the requirements of this section in every subcontract or purchase order.

F. Non-Discrimination and Equal Opportunity (24 CFR § 5.105(a)).

Contractor 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. Contractor 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 Contractor 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 Addendum.

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 Contractor 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. Contractor must not discriminate against handicapped persons and must provide accessibility for handicapped persons in connection with the Agreement and the Project. Contractor 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.

G. Protections for Whistleblowers.

Contractor 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.

H. Section 3 of the Housing and Urban Development Act of 1968.

Contractor 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. Contractor 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. Contractor further agrees to include these Section 3 requirements in any subcontracts executed under or funded by funds derived from the Agreement. Specifically, Contractor 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. Contractor 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. Contractor 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. Contractor must not contract or subcontract with any party where Contractor 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 Contractor, its successors, and assigns. Failure to fulfill these requirements shall subject Contractor, its contractors and subcontractors, successors, and assigns to those sanctions as are specified by 24 CFR Part 75[11].

I. 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, Contractor, 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).

Contractor also agrees to abide by the provisions of 24 CFR 570.611, which include, but are not limited to, the following:

i. Contractor 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.

[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 Contractor 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, Contractor, or any designated public agency.

J. Drug Free Workplace (24 CFR § 5.105).

Contractor 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.

K. Lead-Based Paint.

Contractor 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.

L. Building Construction

If Contractor is performing activities required to develop and construct the Project, the Contractor 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.

M. Environmental Laws

Contractor 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. Contractor must include this requirement in all subcontracts under the Agreement.

N. Political Activities.

Contractor 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, Contractor agrees that it will not perform, nor permit to be performed, any political activities in connection with the Project or the Agreement.

Contractor 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.

O. Labor Standards (24 CFR § 570.603).

In addition to any other labor standards set forth in this Addendum and the Agreement, Contractor must comply with 24 CFR part 70 with regard to the use of volunteers.

Contractor 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 Contractor of its obligation, if any, to require payment of the higher wage. The Contractor must cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

P. 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, Contractor 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.

Q. Housing counseling (24 CFR § 570.615).

If Contractor 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.

R. Records.

The following access to records requirements apply to the Agreement:

i. Contractor must maintain and provide to the City on request sufficient records to meet the requirements of 24 CFR §§ 570.506 – 570.507.

ii. Contractor 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 Contractor which are pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor 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. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iv. Contractor 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. Contractor 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, Contractor 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.

S. Reports.

Contractor 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. Contractor 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. Contractor must establish a record keeping system which is consistent with 24 CFR 570.506.

T. 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 Contractor 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. Contractor 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.

U. Public Access to Records and Privacy (24 CFR § 570.508).

Contractor 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. Contractor 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.

V. Equal Participation of Faith-Based Organizations (24 CFR §§ 5.109; 570.200(j); 570.607).

Contractor 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.

W. Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking and Trafficking

Contractor 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.

Contractor 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 Contractor 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.

V. REQUIREMENTS TO IMPLEMENT GENERAL FEDERAL LAWS

A. Historic Preservation (16 U.S.C. § 470; 16 U.S.C. § 469a-1 et seq.)

Contractor 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).

Contractor 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

Contractor 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.

Contractor 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.

Contractor acknowledges that the Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Agreement.

F. False Statements.

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor'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.

Contractor 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 Contractor (1) in excess of the amount to which Contractor 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 Contractor 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 Contractor 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 Contractor 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), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating Contractor-owned, rented, or personally-owned vehicles.

J. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

VI. 2 CFR PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, INCLUDING APPENDICES

Contractor 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 Contractor 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 Addendum.

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, Contractor agrees as follows:

i. Contractor must not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor 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. Contractor 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. Contractor 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. Contractor must, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iv. Contractor 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 Contractor's legal duty to furnish information.

v. Contractor 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 Contractor's commitments

under this section and must post copies of the notice in conspicuous places available to employees and applicants for employment.

vi. Contractor 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. Contractor 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 Contractor'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 Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

ix. Contractor 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 Contractor. Contractor 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.

Contractor 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 Contractor 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 Contractor 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 Contractor must comply with the following:

i. Pursuant to the Clean Air Act, (1) Contractor 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) Contractor 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) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

ii. Pursuant to the Federal Water Pollution Control Act, (1) Contractor 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) Contractor 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) Contractor 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 Contractor is required to verify that none of the Contractor'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. Contractor 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. Contractor must certify that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor further agrees to notify the City in writing immediately if Contractor 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 Contractor 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. Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C throughout the Agreement. The Contractor further agrees to include a provision requiring such compliance in its subcontracts.

v. Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor 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. Contractor further agrees to notify the City in writing immediately if Contractor 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).

Contractor must submit to the City a certification as required by law which provides that Contractor 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. Contractor and each of Contractor'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. Contractor 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, Contractor 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. Contractor 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. Contractor 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. Contractor 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.

Contractor 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).

Contractor 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 Contractor 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 Contractor 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, Contractor 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 Contractor, 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 Contractor, 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, Contractor must disclose in writing to the City any potential conflict of interest.

O. Mandatory Disclosure (2 CFR § 200.113, 41 U.S.C. § 2313).

Contractor 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, Contractor 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 Contractor'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).

Contractor 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, Contractor 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).

Contractor 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. Contractor 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 Contractor intends to subcontract any portion of the work covered by the Agreement, Contractor 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 Contractor 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, Contractor 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)

Contractor must comply with the requirements of 31 U.S.C. § 1352, 2 CFR § 200.450, and 24 CFR 87. Contractor must submit the certification regarding lobbying as required by law to the City. Contractor 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.

VII. DAVIS BACON ACT; CONSTRUCTION CONTRACT LABOR CLAUSES

Contractor shall comply with applicable labor laws and wage determinations, including any attachments to this Addendum and the Agreement.

A. Davis-Bacon Act (Prevailing Wage)

If the Agreement 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 Agreement 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 Agreement 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 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 (ii) of this section.

iv. **Subcontracts**. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (i) through (iv) 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 (i) through (iv) of this section.

C. Compliance with Copeland "Anti-Kickback" Act.

If the Agreement 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 the Agreement 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.

(Signature Page and Certification Form Follows)

THE PLAYWELL GROUP, INC.
and PLAYWORKS, INC.

By: James D Robertson

Printed Name: James D Robertson

Title: President

Date: 5/28/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Leslie Whitten
City Attorney
Date: 5/28/2026

Assistant City Manager / CFO
Date: 5/28/2026

CONFLICT OF INTEREST AND BYRD ANTI-LOBBYING CERTIFICATION

The undersigned contractor ("Contractor") 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 Contractor; nor has a financial interest in the Agreement with Contractor, nor any of Contractor'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 Contractor, 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 Contractor, 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 Contractor, Contractor's employees, agents or officers gratuities, favors, or anything of

monetary value.

5. The Contractor shall require that the language of this certification be included in all contracts and subcontracts and require that all contractors and subcontractors of Contractor 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 Contractor, as represented by an authorized representative with authority to bind Contractor and make the above representations on behalf of Contractor, 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.

Contractor Company Name:	THE PLAYWELL GROUP, INC. and PLAYWORKS, INC.
Authorized Signature:	James D Robertson
Name of Authorized Official:	James D. Robertson
Title:	President
Date:	5/28/2026

June 11, 2026
Item No. 7.1.
Options for Multimodal Safety

Sponsor: Jesse DiMeolo

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding micromobility devices and safety.

Relationship to Strategic Goals:
Improving Mobility

Recommendation(s):

Summary: City staff from various departments (Planning & Development Services, Public Works, Police, Fire, Parks and Recreation) have been evaluating existing conditions, crash trends, operational concerns, and applicable state regulations related to micromobility devices, primarily e-bikes and e-scooters. As part of this coordination effort, staff will present current safety concerns, enforcement challenges, infrastructure needs, and opportunities for public education and increased collaboration amongst partners and agencies.

Representatives from each department met together to discuss existing regulations, data limitations, roadway and shared use path safety concerns, and potential policy considerations. Discussions also included coordination opportunities with Texas A&M University to improve consistency in public messaging, enforcement practices, and operational expectations across jurisdictions.

This presentation will also include reviewing recommendations and implementation strategies identified in the recently adopted Active Transportation Master Plan. These strategies include infrastructure improvements, signage, intersection safety enhancements, and educational initiatives intended to support safer micromobility travel. The Council workshop will provide an opportunity to discuss existing conditions, current staff efforts, and potential next steps related to micromobility safety and operations within the community.

Budget & Financial Summary:

Attachments:
None

June 11, 2026
Item No. 7.2.
Ordinance Revision

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action and discussion regarding education efforts to improve code compliance in a transient population.

Relationship to Strategic Goals:

1. Core Services

Recommendation(s): Staff recommends continuation of ongoing efforts and collaboration with TAMU to ensure the transitional student population is educated on common code violations.

Summary: This presentation is a follow-up to citizen concerns raised during the Hear Visitors regarding staff efforts to ensure code compliance education and information is readily available, with the unique challenges of a transitional population in a college town.

Budget & Financial Summary: None

Attachments:
None

June 11, 2026
Item No. 8.1.

FY 2027 (PY2026) Annual Action Plan and FY 2027 Community Development Budget

Sponsor: Raney Whitwell, Community Development Analyst

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding the proposed FY 2027 (PY2026) Annual Action Plan and the FY 2027 Community Development Budget.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability
- Core Services & Infrastructure
- Neighborhood Integrity

Recommendation(s): N/A

Summary:

Community Development programming for the City of College Station is guided by the 2025 – 2029 Consolidated Plan, which remains in effect through September 30, 2030. The U.S. Department of Housing and Urban Development (HUD) requires each grantee to develop a Consolidated Plan that includes a community needs assessment, housing market analysis, evaluation of housing conditions, and defined goals and objectives to establish a unified five-year strategy. Staff will present a summary of the proposed 2025-2029 Consolidated Plan and request input and direction from the City Council.

Each year, the City must also submit a one-year Annual Action Plan outlining the projects, activities, and budget to be supported with community development grant funds. Annual Action activities must align with the goals of the five-year Consolidated Plan. Total grant funds available for the upcoming year amount to $3,516,006.02, including $1,236,870 in new Community Development Block Grant (CDBG) funding, $511,237.89 in new HOME Investment Partnership Program funding, and $1,767,958.13 in carryover funds and program income.

CDBG and HOME funds may only be used to:

1. Benefit low- and moderate-income persons

2. Aid in the elimination of slum and blight

3. Address an urgent community need

In addition, CDBG funds may support a broad range of community development activities, while HOME funds are restricted to affordable housing activities.

The Annual Action Plan and budget must be submitted to HUD no later than August 16, 2026. For this reason, the information is being presented prior to Council's consideration of the overall City budget. Adoption of the Plan by resolution will also establish a Community Development Program as defined by the Texas Local Government Code and will authorize the City Manager to sign all required applications, certifications, evaluations, and related HUD documents for Program Year 2026 on behalf of the City of College Station.

Staff will return to Council at the July 23 meeting to present the final drafts of the plans and budget and to request adoption.

Historically, the City has used these funds for programs and activities such as affordable housing assistance (including homebuyer assistance, security deposit assistance, rehabilitation, new construction, and minor repair), funding for nonprofit services benefiting low-income families, demolition, economic development, infrastructure improvements to parks and streets, grant administration, and public facility improvements within primarily low-to moderate-income areas of the community.

Staff will be available to answer any questions regarding the proposed plans or budget.

Budget & Financial Summary: N/A

Attachments:
1. Attachment 1 -PY 2026 Proposed Community Development Budget
2. Attachment 2- PY 2026 Plan Development Process Summary
3. Attachment 3 - PY 2026 CDBG Public Service Funding
4. Attachment 4 - 2025-2029 Community Development Goals
5. Attachment 5- 2026 Income Limits
6. Attachment 6 - Area Benefit Map
7. Attachment 7 Community Development Project Descriptions
8. Annual Action Plan Public Comment Draft

Attachment 1: PY 2026 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation	$1,280.39	$113,601.33	**$114,881.72**
Rehabilitation Administration	$50,000.00	$0.00	**$50,000.00**
Homeowner Acquisition - Rehabilitation	$50,000.00	$0.00	**$50,000.00**
Rental Housing - Rehabilitation	$73,762.29	$238,586.42	**$312,348.71**
Homebuyer Assistance (DAP)	$268,472.32	$221,527.68	**$490,000.00**
Tenant Based Rental Assistance – Deposits	$14,400.00	$0.00	**$14,400.00**
Public Service Agency (See Attachment 3)	$64,008.58	$211,180.50	**$275,189.08**
Public Facility	$1,024,760.35	$721,676.65	**$1,746,437.00**
Section 108 Loan Financing Activities	$45,962.48	$114,037.52	**$160,000.00**
Grant Administration	$0.00	$298,497.79	**$298,497.79**
Recaptured Funds/ Program Income		**CDBG** **HOME**	**$0** **$4,311.72**
Total Community Development Budget			**$3,516,066.02**

Attachment 2: Consolidated Plan and Budget Development Process Summary, PY 2026

Event	Date
Pre-proposal workshop for agencies	Feb. 10, 2026
Agency Consultations	Jan. – Mar.
Community Needs Survey	Feb. & Mar.
Nonprofit Provider Survey	Mar. & Apr.
Public Hearing 1	Mar. 17, 2026
CDBG Public Service Agency Funding proposals due	Mar. 11, 2026
CDBG Public Service Agency Funding Review Committee	Mar. 26, 2026 Apr. 24, 2026 May 08, 2026
30-Day Public Comment Period begins	June 11, 2026
First presentation of Annual Action Plan and Budget to City Council	June 11, 2026
Request council approval by consent agenda of PY2026 (FY2027) Annual Action Plan, and FY2027 Community Development Budget	July 23, 2026
30-Day Public Comment Period ends	July 13, 2026
Due to HUD no later than	Aug. 16, 2026

Attachment 3: PY 2026 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #'s /Cost per Client
Twin City Mission Family Support Services	L.E.A.D Program	$60,000	**$50,000**	Client Assistance	60 $1,000.00
Big Brothers Big Sisters of South Texas - Brazos	Youth Mentoring	$40,000	**$35,000**	Program Manager Volunteer Manager	300 $133.33
United Way of the Brazos Valley	Ride2Health Program	$40,000	**$25,000**	Program Salaries & Benefits, Lyft Rides, IT Expenses	250 $160.00
A Home Base for Transitioning Foster Youth dba Unlimited Potential, Inc.	Transitional Living for Former Foster Youth	$50,000	**$25,000**	Personnel-Resident Coordinator Intern Stipend, Transitional Living Program Supplies	10 $2,500.00
The Salvation Army	Rent and Utilities Assistance Program	$40,000	**$25,000**	Financial Assistance for Rent and Utilities	145 $275.86
Catholic Charities of Central Texas	Brazos Valley Financial Stability Program	$50,000	**$20,100**	Case Manager Salary, Direct Client Benefits	130 $384.62
City of College Station Police Department Victim Services	Victim Services	$30,000	**$30,000**	Transitional Housing/Crisis Funding	30 $1,000
Total		**$310,000**	**$210,100.00**		

*** $65,089.08 Will be carried over from previous year to pay 4th quarter expenses**

Attachment 4: PY 2025-2029 Community Development Goals

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Goal Outcome Indicator
1	Rental Housing - Rehabilitation	2025	2029	Affordable Housing Community Housing Dev. Organization	City-wide	Rental Housing Special Needs	Rental units Acquired and Rehabilitated: Household Housing Unit
2	Owner Housing - Rehabilitation/Reconstruction	2025	2029	Affordable Housing	City-wide	Owner-Occupied Housing	Homeowner Housing Rehabilitated: 36 Household Housing Unit
3	Homeownership - Down Payment Assistance	2025	2029	Affordable Housing	City-wide	Homeownership	Direct Financial Assistance to Homebuyers: 24 Households Assisted
4	Homelessness - TBRA Security Deposits	2025	2029	Homeless	City-wide	Rental Housing Homelessness Special Needs	Tenant-based rental assistance / Rapid Rehousing: 100 Households Assisted
5	Public Services	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City-wide	Homelessness Special Needs Public Services	Low/Mod Housing Benefit: 6185 Public Service: 3290
6	Public Facilities	2025	2029	Non-Housing Community Development	City-wide	Public Facilities & Infrastructure	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 52,825 Persons Assisted
7	Program Administration and Compliance	2025	2029	Non-Housing Community Development	City-wide	Program Administration and Compliance	N/A

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Goal Outcome Indicator
8	Section 108 Loan Financing Activities	2025	2029	Affordable Housing	City-wide	Rental Housing - Rehabilitation	N/A
9	Homeowner Acquisition - Rehabilitation	2025	2029	Affordable Housing	City-wide	Homelessness	Persons Assisted: 10

Goal Descriptions

1	**Goal Name**	Rental Housing - Rehabilitation
	Goal Description	Encourage and facilitate the rehabilitation of rental units.
2	**Goal Name**	Owner Housing - Rehabilitation/Reconstruction
	Goal Description	Encourage and facilitate maintenance of residential units by low- and moderate-income homeowners through minor repair grants (CDBG).
3	**Goal Name**	Homeownership - Down Payment Assistance
	Goal Description	Encourage and support programs and projects that provide financial assistance to low- and moderate-income households purchasing existing or new affordable homes.
4	**Goal Name**	Homelessness - TBRA Security Deposits
	Goal Description	Preventing homelessness through the provision of assistance for low-income households to secure and sustain safe, decent affordable housing. This is a coordinated effort among affordable housing providers and the City to provide security deposit assistance to eligible households.

5	**Goal Name**	Public Services
	Goal Description	Encourage and support nonprofit providers of homeless/AIDS patient programs, senior services, services for persons with disabilities, legal services, youth services, transportation services, substance abuse services, services for victims of domestic violence, employment training, crime awareness, fair housing, tenant/landlord counseling, child care services, health services, abused and neglected children services, mental health services, screening for lead based paint/lead hazards, subsistence payments, homebuyer downpayment assistance, rental housing subsidies, security deposits, housing counseling, neighborhood clean-ups, food banks, housing information and referral, housing counseling to support homebuyer downpayment assistance, or other public services to deliver programs to low- and moderate-income families and individuals.
6	**Goal Name**	Public Facilities
	Goal Description	Rehabilitation and expansion of street infrastructure, sidewalks, other infrastructure, including water and sewer lines and flood drain improvements, or park facilities including green space, neighborhood parks, and recreation facilities in primarily low- to moderate-income areas.
7	**Goal Name**	Program Administration and Compliance
	Goal Description	Oversee and facilitate grant programs.
8	**Goal Name**	Section 108 Loan Financing Activities
	Goal Description	The City of College Station, in conjunction with the affordable housing provider LULAC Oak Hill, intends to fulfill its contractual obligations to its Section 108 financing agreement throughout the duration of this Strategic Plan. To that end, the City anticipates making quarterly interest payments and assisting LULAC Oak Hill to make principal payments for the duration of the loan's term.
9	**Goal Name**	Homebuyer Acquisition - Rehabilitation
	Goal Description	Housing units will be purchased and rehabbed by the grantee. After rehab, the unit will be sold to an income qualified household using a model that will guarantee long term affordability.

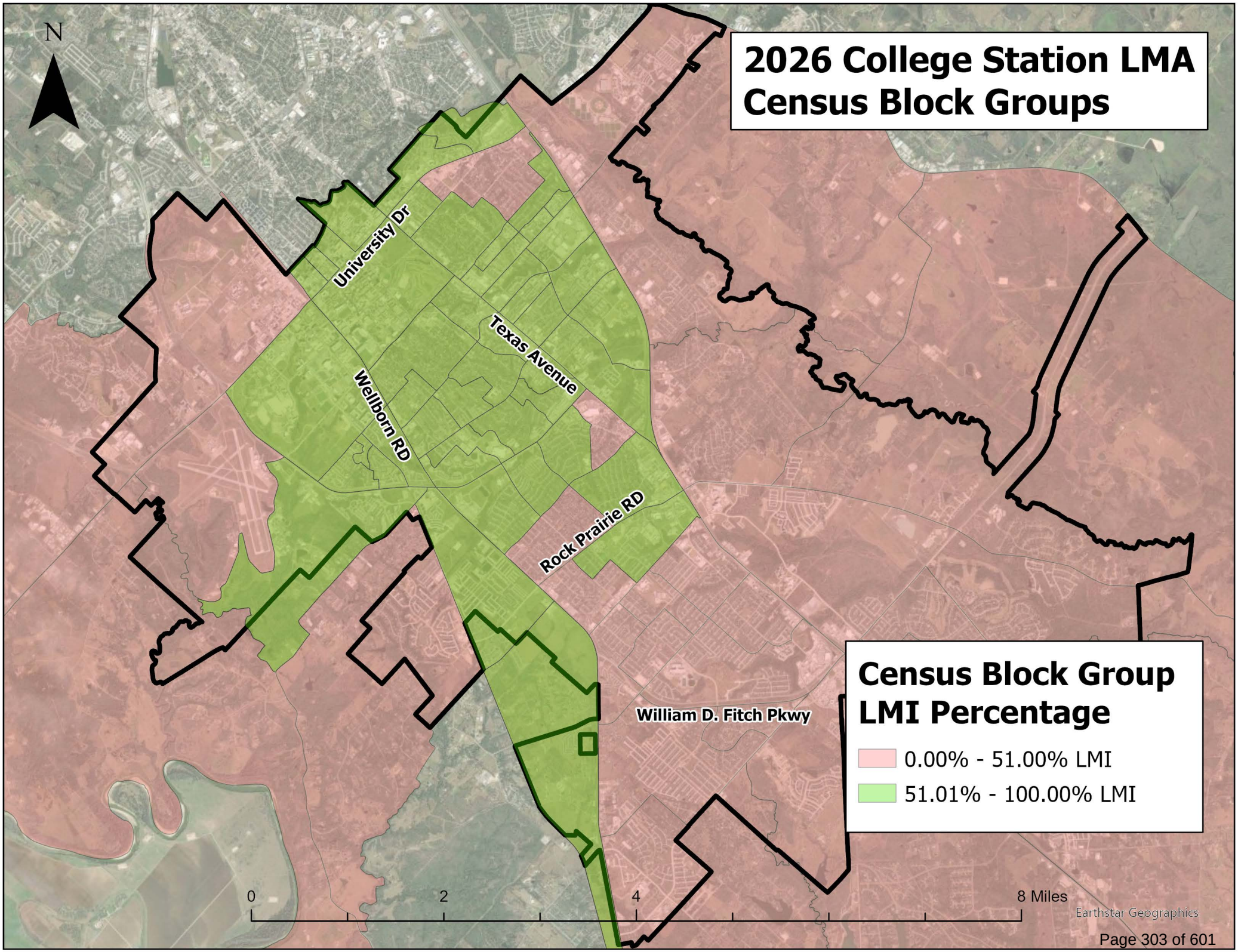
Attachment 5: 2026 Median Income Limits

2026 MEDIAN INCOME LIMITS
City of College Station
Community Development

This list supersedes all other lists of prior dates.

Household	60%	80%
1	$40,920	$54,500
2	$46,680	$62,300
3	$52,560	$70,100
4	$58,380	$77,850
5	$63,060	$84,100
6	$67,740	$90,350
7	$72,420	$96,550
8	$77,100	$102,800

The left column (Household) refers to the number of people in the home. The two columns on the right refer to the maximum combined income allowed per year by HUD guidelines in order to qualify for a Community Development program at 60% and 80% of the Area Median Income (AMI).


2026 College Station LMA
Census Block Groups
N
University Dr
Texas Avenue
Wellborn RD
Rock Prairie RD
William D. Fitch Pkwy
Census Block Group
LMI Percentage
0.00% - 51.00% LMI
51.01% - 100.00% LMI
0
2
4
8 Miles
Earthstar Geographics

Attachment 7: Community Development Project Descriptions

Owner-Occupied Housing Assistance
HOME and CDBG funds will be used for housing rehabilitation, minor repairs, weatherization, home security, and reconstruction for low-moderate income homeowners; the removal of architectural barriers; and the inspection, testing and abatement of lead hazards. Funds will also be used for program delivery costs including staff salaries and benefits.

Acquisition/Rehabilitation:
CDBG and HOME funds may be used to support the acquisition of property for the development of affordable housing units for sale or rent by income-eligible and otherwise qualified households. This can include vacant land for new construction, or existing housing units, often combined with rehabilitation.

Demolition:
CDBG funds will be used for clearance, demolition, and removal of dilapidated structures that have been deemed uninhabitable in accordance with City codes, including the movement of structure to other sites. Funds will also be used for program delivery costs including staff salaries and benefits.

Homebuyer Assistance:
Down payment and closing cost assistance provided to eligible, qualified homebuyers through deferred no interest loans, which include a shared equity component, with HOME or CDBG funds.

Community Housing Development Organization:
HOME funds will be made available to an eligible CHDO for the acquisition, development and construction of affordable housing units or the rehabilitation of existing housing units.

New Construction:
Leveraged Development and Non-Profit Partners:
HOME funds will be used to facilitate the development of new affordable housing or the renovation of existing housing for low-income residents. Activities may include the acquisition of land, soft costs, or construction of single-family or multi-family units.

Rental Rehabilitation:
HOME funds will be matched with private funds to rehabilitate rental properties that will maintain affordable rents for low-income households for a specified period of time following the completion of the project. Projects will be selected based on the following priorities: bringing the unit up to City Codes and HUD standards, upgrade systems, energy conservation upgrades, exterior repairs, and other upgrades that increase marketability.

Tenant Based Rental Assistance:
Using HOME funds, CD staff will administer a security deposit assistance program for low income individuals and families who will reside in housing units located in a HTC property located in College Station. Current properties include The Haven Apartments, The Heritage at Dartmouth, and Santour Court. Other eligible properties include Terrace Pines Apartments and Villas of Rock Prairie. CD staff will work with the Housing Choice Voucher Program to provide security deposit assistance to qualified voucher holders securing housing in College Station. CD Staff will also work with BVCAP, Twin City Mission, and Family Promise,

which offers affordable rental units to lower-income households in College Station or assists homeless individual and families to secure housing.

Public Services:
15% of the City's CDBG fund allocation will be used to fund eligible nonprofit organizations to carry out social services to vulnerable populations.

Public Facility:
Funds will be used to design, engineer, construct, or rehabilitate streets, sidewalks, parks, water and wastewater utilities, or other infrastructure improvements in College Station.

Economic Development – Business & Job Development:
Funds will be utilized in the establishment of a loan program to spur economic development and create or retain jobs for qualified low- and moderate-income persons.

Program Administration:
HOME and CDBG funds will be used for management, planning and administration of the City's CDBG, HOME and other eligible grant programs for LMI citizens. Staff will provide capacity building and technical assistance as needed to citizens, builders, developers, and service providers. Funds from the administrative budget are made available to Project Unity to provide planning and reporting support to CD staff and coordinate a variety of community meetings to address the needs of low- and moderate-income residents, available services, and resources among local service providers. The City will utilize administrative funds to provide education to the community regarding Federal Fair Housing laws and affirmatively further fair housing in College Station.

DRAFT

2026
ANNUAL ACTION PLAN

CDBG B-26-MC-48-0007
HOME M-26-MC-48-0219



FOR QUESTIONS OR COMMENTS, PLEASE CONTACT THE:

COMMUNITY DEVELOPMENT DIVISION
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
1101 TEXAS AVENUE
COLLEGE STATION, TX 77842
(979) 764- 3488

COLLEGE STATION CITY COUNCIL

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DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES

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COMMUNITY DEVELOPMENT ANALYST

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COMMUNITY DEVELOPMENT ANALYST

FRANK MYERS
COMMUNITY DEVELOPMENT ANALYST

CDBG PUBLIC SERVICE AGENCY FUNDING REVIEW COMMITTEE

SHAWN DUNHAM – POSITION 1

DANNY WISEMAN – POSITION 2

JORDAN FAUST – POSITION 3

CHELETIA JOHNSON – POSITION 4

CARLA ROBINSON – POSITION 5

ANNA LOWARY – POSITION 6



SPECIAL THANKS

The Community Development Division would like to express our appreciation to the agencies, departments, and committees who participated in developing the City of College Station's 2026 Annual Action Plan.

LETTER TO THE READER

The City of College Station's community development initiatives are currently guided by the 2025–2029 Consolidated Plan, which is scheduled to expire on September 30, 2030. As required by the U.S. Department of Housing and Urban Development (HUD), each grantee must prepare a Consolidated Plan that includes a community needs assessment, housing market analysis, evaluation of housing conditions, and clearly defined goals and objectives. The Consolidated Plan serves as the strategic framework for implementing community development programs during the five-year planning period.

In addition, the City is required to annually submit an Annual Action Plan outlining the projects, activities, and budget allocations associated with the community development grants it receives. All proposed activities must align with the priorities and objectives established in the five-year Consolidated Plan.

For the upcoming program year, the City anticipates receiving approximately $1,236,870 in Community Development Block Grant (CDBG) funds and $511,237 in HOME Investment Partnerships Program (HOME) funds. CDBG and HOME funds must be used to:

1. Benefit low- and moderate-income individuals and households;
2. Prevent or eliminate slum and blight conditions; or
3. Address urgent community needs.

While CDBG funds may support a broad range of community development activities, HOME funds are specifically designated for affordable housing initiatives.

The Annual Action Plan and associated budget must be submitted to HUD no later than August 16, 2026. Accordingly, this item is being presented in advance of the City Council's consideration of the overall municipal budget. Adoption of the plan by resolution will also formally establish the Community Development Program in accordance with the Texas Local Government Code and authorize the City Manager, or designee, to execute all required applications, certifications, evaluations, and related documents necessary for HUD's Community Planning and Development Grant Programs for the 2026 Program Year.

City staff will present the Draft Annual Action Plan and budget during a public hearing held in conjunction with the City Council meeting on June 11, 2026. Staff will subsequently return to the City Council on July 23, 2026, to present the final drafts of the 2026 Annual Action Plan and budget for consideration and adoption. In addition, a 30-day public comment period for the draft 2026 Annual Action Plan and budget will begin on June 11, 2026, and conclude on July 13, 2026. During this period, the draft Annual Action Plan will be available for public review and comment on the City's website and at several publicly accessible locations throughout the community.

Historically, the City has leveraged these funds to support a variety of programs and initiatives, including:

- Affordable housing assistance programs, such as homebuyer assistance, security deposit assistance, housing rehabilitation, new construction, and minor home repairs;

- Direct services for low-income households through nonprofit organizations;
- Demolition and clearance projects;
- Economic development initiatives;
- Infrastructure improvements in parks, streets, and public facilities located in low- to moderate-income areas; and
- Grant administration services.

To develop the draft 2026 Annual Action Plan, staff conducted an extensive public outreach effort between January and April 2026 to gather current and relevant data and community input. All supporting data is included in the appendix of the draft plan and was carefully considered during the development of the proposed Annual Action Plan and budget.

At this stage, the document remains in draft form. The final pages of the draft are reserved for public comments, which will be incorporated into the official submission to HUD. Additionally, comments regarding the Draft Annual Action Plan may be submitted via email to Raney Whitwell, Community Development Analyst, at rwhitwell@cstx.gov or by phone at (979) 764-3488. Revisions may be incorporated prior to final approval by the City Council and subsequent submission to HUD.



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of College Station, located in Brazos County, is a rapidly growing, medium-sized city situated among major Texas metropolitan areas, including Houston, Dallas/Fort Worth, Austin, and San Antonio. Home to Texas A&M University - the second largest university in the nation – College Station is recognized for its exceptional quality of life, strong educational resources, and robust business opportunities.

Together with the City of Bryan, College Station forms the College Station – Bryan Metropolitan Statistical Area (MSA), serving as the economic and educational center of the Brazos Valley region. The City now spans approximately 50 square miles and has an estimated population of more than 132,000 as of December 2025.

In accordance with U.S. Department of Housing and Urban Development (HUD) regulations (24 CFR 91.200 – 91.230), jurisdictions receiving funding under programs such as the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) must submit a Consolidated Plan every five years, along with an Annual Action Plan and a Consolidated Annual Performance and Evaluation Report every year.

The 2025-2029 Consolidated Plan serves as a comprehensive guide for setting priorities, goals, and strategies. It includes citizen participation details, needs assessments, market analysis, and a strategic plan addressing priority areas for the next five years:

- Rental Housing
- Owner-Occupied Housing
- Homeownership
- Homelessness
- Special Needs
- Public Services
- Public Facilities & Infrastructure
- Economic Development
- Program Administration and Compliance

The City of College Station collaborated with a broad range of partners, including the City of Bryan, Brazos County, Twin City Mission, the Brazos Valley Council of Governments, Brazos Valley Community

Action Programs, the Brazos Valley Affordable Housing Corporation, the Brazos County Health District, and other social service organizations serving low-income individuals, persons with special needs, and those experiencing homelessness.

Data for the plan was collected through local surveys, community meetings, stakeholder consultations, and secondary sources. These efforts were supplemented by data from the U.S. Department of Housing and Urban Development (HUD), including the American Community Survey (ACS), the U.S. Census, and the Comprehensive Housing Affordability Strategy (CHAS).

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Federal law requires the City to allocate housing and community development grant funds primarily to benefit low- and moderate-income individuals, consistent with HUD's objectives:

- Provide decent housing
- Establishing and maintaining a suitable living environment
- Expanding economic opportunities

All grant activities must align with one of HUD's designated outcomes: Availability/Accessibility, Affordability, or Sustainability.

For Program Year 2026, the City anticipates receiving:

- $1,236,870 in CDBG funds
- $511,237.89 in HOME funds

CDBG funds offer flexibility to support housing, economic development, neighborhood improvements, and human services. HOME funds are specifically designated for affordable housing initiatives.

Additionally, the City received $1,740,263 from the American Rescue Plan Act to develop social service programs for individuals experiencing or at risk of homelessness. The City has executed two contracts with Twin City Mission: one for HOME-ARP Supportive Services and another for HOME-ARP Nonprofit Operating and Capacity Building.

Outlined below are the activities the City plans to undertake during the program year to fulfill the aforementioned objectives:

<u>Decent Housing:</u>

- Rehabilitation of 5 owner-occupied units
- Rehabilitation of 1 rental housing unit
- Provision of 6 down payment assistance loans
- Provision of 36 security deposits through the TBRA program
- Provision of 345 rental assistance payments through Public Services
- Acquisition and rehabilitation of 1 homeownership unit

Suitable Living Environment:

- Assistance to 300 individuals in youth services
- Assistance to 100 individuals with case management
- Assistance to 23,060 individuals with public facilities or park improvements

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of College Station is confident that its past efforts have effectively advanced its overall strategy to address both housing and non-housing needs within the community. Although the degree of success in achieving specific goals and objectives has varied due to program-specific circumstances and opportunities, the City has consistently demonstrated measurable progress. Accordingly, the City proposes to continue funding proven and essential programs, including Owner-Occupied Housing Rehabilitation, Public Facilities, Public Services, Homeowner Acquisition-Rehabilitation, Rental Housing Rehabilitation, Tenant-Based Rental Assistance (TBRA) Security Deposits, and Homeownership Down Payment Assistance.

The City has utilized, and will continue to leverage, federal, state, local, and private resources in alignment with the priorities established in its 2025-2029 Five-Year Consolidated Plan. As evidenced by the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD), the City has demonstrated that activities undertaken in prior reporting periods were consistent with the strategies outlined in both the Consolidated Plan and Annual Action Plans. Community Development Block Grant (CDBG) funds have supported a wide range of eligible activities, including housing programs, public facilities and improvements, and public services.

On March 3, 2026, the City received correspondence from HUD regarding its Program Year 2024 CAPER, expressing appreciation for the City's continued commitment to strengthening the community through

Community Planning and Development (CPD) programs. Additionally, the City's most recent single audit of its CDBG funds resulted in zero findings, indicating that grant funds are being administered in accordance with applicable requirements and without evidence of fraud, waste, or abuse.

Despite ongoing challenges, including inflation and increasing need among low-and moderate-income populations, the City of College Station remains committed to delivering effective programs and services. Detailed information on past performance is available in prior CAPER reports. As the City enters the first year of its 2025-2029 Consolidated Plan, it anticipates achieving its goals for Program Year 2025 (Fiscal Year 2026). Overall, HUD has determined that the City's performance remains satisfactory.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The 2026 Action Plan was developed in accordance with the City's adopted Citizen Participation Plan. To ensure transparency and community engagement, two public hearings were held on March 17, 2026, and June 11, 2026. These hearings provided an opportunity to explain the planning process, share updates on plan development, and gather feedback from residents. Both hearings were conducted in a location situated within a low- and moderate-income (LMI) area and accessible by public transportation.

Following the second hearing, a 30-day public comment period was open from June 11, 2026, through July 13, 2026, allowing community members to review and provide input on the proposed plan.

To further engage stakeholders, two surveys were administered between March and April 2026. The first survey collected input from College Station residents regarding the use of CDBG and HOME funds within the community. The second survey targeted nonprofit organizations serving LMI residents to gather feedback on community needs and priorities. Both surveys were promoted and distributed through multiple channels. In total 148 responses were received – 118 from the general public and 30 from nonprofit providers.

Additionally, a consultation was held with College Station ISD, the largest provider of services to families experiencing homelessness in the area, to ensure their perspectives were incorporated into the planning process.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public input was actively solicited during two public hearings and through additional outreach methods previously outlined. Feedback received through these hearings and the community survey was overwhelmingly positive. Many respondents expressed appreciation that the City of College Station receives CDBG and HOME funds to support low – to moderate – income residents. According to survey results, the activities identified as most critical by the community included Social Services, Special Needs Housing, Economic Development, Rental and Owner Housing, Public Facilities, and Homeless Outreach and Services.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received were acknowledged and carefully considered in the development of the Annual Action Plan. It should be noted, however, that some feedback related to activities beyond the scope of HUD-funded programs.

7. Summary

The 2026 Action Plan was developed using comprehensive input from community surveys, secondary data sources, and collaboration with other City departments. The plan outlines targeted strategies to address the needs of College Station's low – to moderate – income population across key areas, including housing, homelessness, special needs services, public services, public facilities, and economic development opportunities.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	COLLEGE STATION	Planning & Development Services
HOME Administrator	COLLEGE STATION	Planning & Development Services

Table 1 – Responsible Agencies

Narrative (optional)

The Community Development Division, within the Planning and Development Department, is responsible for administering the City's CDBG and HOME programs, with financial oversight provided by the Fiscal Services Department. Successful implementation of public facility projects requires close collaboration between Community Development staff and colleagues in Capital Improvement Projects, Public Works and Parks and Recreation. Additionally, the City Attorney's Office supports these programs by preparing CDBG and HOME agreements and providing legal guidance as needed.

Consolidated Plan Public Contact Information

Planning and Development Services

Community Development Division

City of College Station

PO Box 9960

1101 Texas Avenue

College Station, TX 77842

Phone: 979-764-3488

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of College Station's Community Development Division works collaboratively with a wide range of agencies throughout the year to address local needs. Staff maintain close partnerships with public service organizations, housing providers, contractors, and other stakeholders to ensure the effective delivery of housing programs, social services, and public facility projects. To address homelessness, the City coordinates efforts with the local Continuum of Care, the Brazos Valley Coalition for the Homeless, and Twin City Mission – the area's primary provider of homeless services.

Public engagement is guided by the Citizen Participation Plan, which establishes the process for soliciting community input to inform the Action Plan. As part of this process, the City conducted two public hearings and provided a 30 – day public comment period on the draft Action Plan, offering residents the opportunity to ask questions and provide feedback.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of College Station actively participates in a variety of coalitions and collaborative initiatives to address housing and public service needs, despite not operating any public housing units within its jurisdiction. Approximately 29% of participants in the regional Housing Choice Voucher Program – administered by the Brazos Valley Council of Governments – secure housing within College Station.

To support these efforts, the City works closely with key partners, including the City of Bryan, the Brazos Valley Council of Governments, United Way, MHMR Authority of the Brazos Valley, Brazos County Health Department, Brazos Valley Community Action Programs, and Elder-Aid. In addition, City staff maintain extensive knowledge of local resources and are well-equipped to connect residents with appropriate assistance when needed.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of College Station works closely with the local Continuum of Care, the Brazos Valley Coalition for the Homeless (BVCH), to address the needs of individuals and families experiencing homelessness, including those who are chronically homeless, families with children, veterans, and unaccompanied youth. The City actively participates in BVCH meetings, committee initiatives, and the annual Point-in-Time Count to strengthen coordination of homeless services. BVCH collaborates with local agencies to

provide a range of resources, including emergency and transitional housing, permanent supportive housing, affordable permanent housing, and transitional shelter with integrated supportive services.

To support these efforts, the City allocates HOME-ARP funds to Twin City Mission for the L.E.A.D. Program and utilizes HOME funds to provide security deposit assistance through the Tenant-Based Rental Assistance Program – a key homelessness prevention strategy. This assistance is available to voucher holders and residents of affordable housing communities, including The Haven, a 24-unit transitional housing development for individuals experiencing homelessness. These and other services are accessible through the 2-1-1 information and referral system, managed by the United Way of the Brazos Valley.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of College Station does not directly receive Emergency Solutions Grant (ESG) funds; however, it actively collaborates with the Brazos Valley Coalition for the Homeless (BVCH), which administers ESG funding locally. Twin City Mission (TCM), a BVCH member agency, manages the Homeless Management Information System (HMIS) with coalition support. While the City does not determine ESG fund allocations or establish performance standards for ESG-assisted projects, its participation in BVCH provides opportunities for consultation and coordination within the local Continuum of Care framework.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Elder-Aid
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Community Housing Development Organization
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted Elder-Aid in person and via email. As the area's only CHDO providing affordable rental units to LMI seniors, staff maintains ongoing communication with the organization, supporting a current housing project funded by the City and building on past collaborations.
2	**Agency/Group/Organization**	TWIN CITY MISSION
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted Twin City Mission in person during the Housing Needs Focus Group, with representatives also attending the Public Hearing and completing the nonprofit providers survey. As the local homeless shelter and a current sub-grantee of HOME-ARP funds, Twin City Mission administers the LEAD Program, serving qualified populations and providing key insights for future coordination efforts.
3	**Agency/Group/Organization**	Brazos County Health District
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Services-Education Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Brazos County Health District was consulted through an in-person interview and also completed the Nonprofit Client Needs Survey. As a former subgrantee with a strong emphasis on disease prevention and health promotion, the organization provided valuable insights that contribute to identifying and addressing healthcare disparities within the community.
4	**Agency/Group/Organization**	BRYAN HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Bryan Housing Authority participated in the Nonprofit Client Needs Survey. Although the City of College Station does not operate a public housing authority, it shares a border with the City of Bryan. As a result, it is common for many low- to moderate- income households to move between the two communities in search of affordable housing options.
5	**Agency/Group/Organization**	Texas A&M University
	Agency/Group/Organization Type	Services-Education Other government - State
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Texas A&M University participated in the Nonprofit Client Needs Survey. As one of the largest universities in the United States, Texas A&M not only provides educational services but also addresses a broad range of student needs, including housing, food insecurity, and mental health support.
6	**Agency/Group/Organization**	American Red Cross - Heart of Texas South
	Agency/Group/Organization Type	Agency - Emergency Management
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The American Red Cross - Heart of Texas South participated in the Nonprofit Client Needs Survey. As a leading organization in disaster response, their expertise provides valuable insight into emergency management and hazard mitigation efforts.

7	**Agency/Group/Organization**	Health Point
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	HealthPoint participated in the Nonprofit Client Needs Survey, providing essential insights into the challenges faced by uninsured residents and those reliant on Medicaid and Medicare in accessing medical care. As the largest provider of healthcare services for this population, their feedback is instrumental in identifying opportunities for improved service coordination and in enhancing healthcare accessibility for low- to moderate-income individuals.
8	**Agency/Group/Organization**	MHMR AUTHORITY OF BRAZOS VALLEY
	Agency/Group/Organization Type	Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Mental Health Services

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	MHMR completed the Nonprofit Client Needs and Service Gaps survey and has been a past sub-grantee. As the leading provider of mental health services in the area, their expertise in the mental health needs of the LMI population will help guide future coordination and support efforts.
9	**Agency/Group/Organization**	BRAZOS VALLEY FOOD BANK
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy Food Bank
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Brazos Valley Food Bank completed the Nonprofit Client Needs and Services Gaps Survey. As a past sub-grantee and local authority on food insecurity, BVFB provided critical insights to guide future coordination and support efforts.
10	**Agency/Group/Organization**	COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Education Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted College Station Independent School District, the largest provider of homelessness services in College Station, serving over 100 McKinney-Vento classified students annually. As a past sub-grantee, the district collaborates with staff to exchange information, supporting the advancement of both missions.
11	**Agency/Group/Organization**	Family Promise Bryan-College Station
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Family Promise completed the Nonprofit Client Needs and Service Gaps Survey. As one of two homeless shelters for family units and a past sub-grantee, Family Promise provides critical insights into the needs of homeless families and related housing issues, guiding future coordination efforts.
12	**Agency/Group/Organization**	Hope Pregnancy Center
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Hope Pregnancy Center provided input through the Nonprofit Client Needs and Service Gaps survey. As a crisis pregnancy center, staff worked to strengthen coordination with medical providers, ensuring early access to care and improving birth outcomes.

13	**Agency/Group/Organization**	VOICES FOR CHILDREN, (CASA)
	Agency/Group/Organization Type	Services-Children Services - Victims Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Voices for Children, Inc., a Court Appointed Special Advocates organization supporting children in the foster care system, completed the Nonprofit Client Needs and Service Gaps Survey. Their insights will help inform ongoing efforts to enhance services for foster youth.
14	**Agency/Group/Organization**	Workforce Solutions Brazos Valley
	Agency/Group/Organization Type	Services-Employment Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Workforce Solutions Brazos Valley participated in the Nonprofit Client Needs and Service Gap Survey. as the region's largest provider of employment services, they offered valuable insights into challenges experienced by their clients.
15	**Agency/Group/Organization**	United Way of the Brazos Valley
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Services-Education

	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	United Way of the Brazos Valley participated in the Nonprofit Client Needs and Service Gaps survey, offering insights on community service access. Their role in facilitating 2-1-1 helps connect residents with local resources, and their online community digest serves as a valuable tool for sharing information and improving program coordination.
16	**Agency/Group/Organization**	Brazos Health Resource Center
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Brazos Health Resource Center contributed feedback through the Nonprofit Client Needs and Service Gap Survey. As an organization that supports indigent residents following hospital discharge, they offer critical insights into medical needs, housing instability, food insecurity, and public transportation challenges, helping to inform future coordination efforts.

17	**Agency/Group/Organization**	Catholic Charities of Central Texas
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Catholic Charities of Central Texas completed the Nonprofit Client Needs and Service Gaps survey and has been both a past and current sub-grantee. Staff maintains regular communication with the organization to support ongoing coordination and service efforts.
18	**Agency/Group/Organization**	Unbound Bryan College Station
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services - Victims Anti-trafficking
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Unbound Now completed the Nonprofit Client Needs and Services Gaps survey, offering valuable insight into the needs of former trafficked individuals. Their expertise supports efforts to resource communities and assist survivors in the fight against human trafficking.
19	**Agency/Group/Organization**	Brazos Valley Community Action Programs
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Brazos Valley Community Action Programs contributed valuable feedback through multiple channels, including completing the nonprofit survey and participating in meetings and focus groups. Their insights will help shape future initiatives, with anticipated outcomes focused on enhancing collaboration and improving service delivery to better address community needs.
20	**Agency/Group/Organization**	Brazos Valley Coalition for the Homeless
	Agency/Group/Organization Type	Regional organization Continuum of Care

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Brazos Valley Coalition for the Homeless was consulted in person and via email, enabling City staff to better understand homelessness in the area and identify ways to support the organization's efforts.
21	**Agency/Group/Organization**	BRAZOS MATERNAL AND CHILD HEALTH CLINIC
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff conducted in-person consultations with Brazos Maternal and Child Health Clinic (The Prenatal Clinic), which serves indigent women to ensure safe and healthy pregnancies and deliveries. Additionally, the organization completed the nonprofit providers survey. These efforts helped identify community needs and gaps in medical services.

22	**Agency/Group/Organization**	Brazos Valley Council of Governments
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Education Services-Employment Service-Fair Housing Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted the Brazos Valley Council of Governments (BVCOG) in person. As an umbrella agency overseeing 18 regional programs supporting low-to moderate-income individuals, BVCOG's expertise in housing, disabilities, elderly services, transportation, economic development, and fiber optic broadband will help guide future coordination efforts.

23	**Agency/Group/Organization**	Unlimited Potential
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services-Education Services-Employment Former Foster Youth
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted Unlimited Potential in person. As a current sub-grantee, UP supports individuals aging out of the Texas Foster Care system, equipping them with essential life skills to prevent homelessness and legal challenges. Their expertise informs ongoing coordination efforts to help former foster youth transition successfully into adulthood.
24	**Agency/Group/Organization**	City of College Station - Fire Department
	Agency/Group/Organization Type	Agency - Emergency Management Other government - Local
	What section of the Plan was addressed by Consultation?	Disaster Mitigation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of College Station Fire Department was consulted in person regarding disaster management and mitigation. As a key agency in emergency response, their insights will help strengthen preparedness efforts and improve coordination in addressing community resilience and disaster response strategies.
25	**Agency/Group/Organization**	City of College Station- Transportation and Mobility Services
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City's Transportation and Mobility planners were consulted to address transportation challenges, consistently identified as the primary barrier for low-to moderate- income residents. Their expert guidance helped staff optimize alternative transportation options and strategically program public facility projects to maximize impact and accessibility.
26	**Agency/Group/Organization**	ConnectedNation of Texas
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Online research was conducted to assess internet connectivity across Texas.

Identify any Agency Types not consulted and provide rationale for not consulting

All agencies were invited to participate in the Action Plan development through either the online survey, in person consultations or the Public Hearings.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Brazos Valley Coalition for the Homeless	The Brazos Valley Coalition for the Homeless serves as a central communication hub for service providers and facilitates access to shelter and supportive resources for individuals and families experiencing homelessness.
Economic Development Master Plan	City of College Station	Adopted by the City Council in 2020, the College Station Economic Development Master Plan outlines strategies to assess the feasibility of utilizing Community Development Block Grant (CDBG) funds for initiatives such as micro-enterprise assistance, job training programs, business incubators, and related projects.
Comprehensive Economic Development Strategy	Brazos Valley Council of Governments	The long-term objectives of this plan include job creation and retention, attracting new industries to the area, and expanding the availability of affordable housing throughout the region.
Comprehensive Plan	City of College Station	The Comprehensive Plan, adopted by the City Council, is a long-range policy document that guides decisions regarding the City's physical development. Its purpose is to anticipate and manage growth in a way that ensures a balanced mix of land uses, promotes economic development, and preserves quality of life. The plan encompasses key elements such as parks, utilities, land use, economic development, transportation, and urban design-addressing all aspects or the community's physical form. A Five-Year Evaluation & Appraisal Report was completed in 2025 to assess progress and identify areas for refinement. Since 2020, three new plans have been integrated into the Comprehensive Plan: two small area plans - the Northeast Gateway Redevelopment Plan and the Wellborn District Plan - and one master plan, the Housing Action Plan. These additions strengthen the City's ability to respond to evolving needs and opportunities while maintaining a cohesive vision for future development.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Brazos County Hazard Mitigation Plan 2024-2029	Brazos Community Emergency Operations Center	Brazos County, the City of Bryan, the City of College Station, the City of Kurten, the City of Wixon Valley, and Texas A&M University have jointly adopted a single inter-jurisdictional emergency management plan. Because disasters do not adhere to geopolitical boundaries, multiple jurisdictions are often directly affected or engaged in response efforts. Existing mutual aid and interlocal agreements further support a coordinated, safe, and efficient response to both natural and human-caused disasters.
The 2022 Greater Brazos Valley Health Assessment	Center for Community Health Development	The 2022 Greater Brazos Valley Health Assessment provides an analysis of health disparities within the community and examines key social determinants of health.
Cooling College Station:Urban Heat Mitigation Plan	City of College Station	The Cooling College Station Urban Heat Mitigation Plan, finalized in September 2022, outlines a five-year strategy to reduce the urban heat island effect through targeted tree planting. The plan aims to mitigate future heat-related risks and enhance community resilience.
Governor's Broadband Development Council Report	Office of the Texas Governor	The 2022 Texas Report from the Governor's Broadband Development Council fulfills its mandate to identify challenges to broadband connectivity across the state. The findings align with the Strategic Plan by highlighting key barriers to broadband access.
City of College Station Housing Action Plan	City of College Station	The City of College Station Housing Action Plan outlines strategic initiatives to address housing affordability, availability, and accessibility for residents. It focuses on expanding affordable housing options, promoting sustainable development, and enhancing housing stability through targeted programs and policies. By leveraging community partnerships and funding opportunities, the plan aims to meet the diverse housing needs of low- to moderate-income households while fostering a balanced and resilient housing market.
City of College Station Existing Conditions Report	City of College Station	The City of College Station Existing Conditions Report includes current conditions and trends for the following key areas: local context, natural environment, demographics, economic development, land use, public facilities, and transportation.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

In College Station, addressing critical community needs such as housing and homelessness requires coordinated efforts among state agencies, local nonprofits, and City departments. Public hearings provide an opportunity for stakeholders to share input and feedback, ensuring an inclusive decision-making process. Proposed programs undergo comprehensive consultation, emphasizing a deep understanding of local housing dynamics and identifying populations at risk. Through citizen engagement methods – including group sessions and surveys – community priorities are established and incorporated into the City's strategic plans. Sustained partnerships help ensure that public input remains central to the development and implementation of effective, long-term solutions.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Citizen participation is promoted through multiple communication channels, including announcements in the local newspaper, broadcasts on radio programs, and postings on the City's website. Residents are encouraged to engage in identifying and prioritizing community needs by attending public hearings and completing surveys.

The Citizen Participation Plan establishes policies and procedures to ensure that public comments and feedback are incorporated throughout the development of the Consolidated Plan and the Analysis of Impediments. As part of this process, the Public Survey was available online for approximately six weeks and was actively promoted through the City's website.

Additionally, the City conducted two public hearings, announced in the local newspaper at least two weeks in advance. Notices included information on reasonable accommodations, such as translation services. Concurrently, a 30-day public comment period for reviewing the plan document was held from June 11, 2026, to July 13, 2026.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	A public notice was published in The Eagle, our local newspaper, on March 3, 2026, informing the community that a Public Hearing would be held on March 17, 2026. A second public notice was published in The Eagle on May 26, 2026, informing the community that a Public Hearing would be held on June 11, 2026. The purpose of the hearing was to gather public feedback for the development of the Annual Action Plan.	n/a	n/a	n/a

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Non-English Speaking - Specify other language: Spanish	A public notice was published in the online edition of La Voz Hispana, the local Spanish-language newspaper, on February 27, 2026. The notice announced the Public Hearing schedule for March 17, 2026. A second public notice was published announcing the Public Hearing to be held on 6/11/2026. The purpose of this hearing was to gather public feedback for the development of the Annual Action Plan.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Nonprofit Providers Survey	Nonprofit Service providers	A survey was distributed to local nonprofit organizations that serve low- and moderate-income households. The purpose of the survey was to identify needs and gaps in services for these households. A total of 41 responses were received from a diverse group of nonprofit providers.	The majority of respondents identified three primary concerns: a shortage of affordable housing, limited access to reliable public transportation, and insufficient availability of accessible mental health services.	All comments were accepted.	
4	TV Announcement - Public Hearing	Non-targeted/broad community	An advertisement was broadcast on Channel 19, the City's local channel, inviting members of the public to attend the hearing and provide feedback during the development of the Action Plan.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	General Public Survey	Non-targeted/broad community	A General Public survey was released from March 2, 2026 to April 15, 2026. This survey was designed to identify the needs, barriers, and service gaps experienced by low- to moderate-income residents.	A total of 118 responses were received, accompanied by numerous comments. All comments and survey results are included in the appendix of the Annual Action Plan.	All comments were accepted.	
6	United Way Newsletter	Non-targeted/broad community	A notice was published in the United Way newsletter inviting the public to participate in the general survey and attend the public hearing.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Non-targeted/broad community	A public hearing was conducted March 17, 2026 to gather input for the development of the 2026-2027 Annual Action Plan. Although extensively advertised, no attendees were present.	n/a	n/a	
8	Radio Interview - WTAW	Non-targeted/broad community	A radio interview was conducted at a local news talk station to inform the community that public input was being sought for the development of the Annual Action Plan.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Neighborhood Newsletter	Non-targeted/broad community	An ad in the Neighborhood Newsletter invited stakeholders to complete the General Public Survey and attend the Public Hearing held on March 17,2026.	n/a	n/a	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of College Station anticipates receiving annual allocations of the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME) from the U.S. Department of Housing and Urban Development (HUD) throughout the duration of this Strategic Plan. These funds, determined by a HUD – established formula, will be leveraged alongside resources from public, private, and nonprofit partners to implement a comprehensive approach to achieving community development goals and objectives.

The CDBG program provides critical funding to address diverse community development needs, including the provision of decent housing, a suitable living environment, and expanded economic opportunities for low- and moderate- income individuals. Eligible activities under CDBG include housing rehabilitation, public facility improvements, property acquisition, clearance and demolition, public services, homeownership assistance, disaster response, program administration, and economic development initiatives.

The HOME program focuses on creating and sustaining affordable housing options for low-income households. Communities, often in partnerships with local nonprofit organizations, use HOME funds to construct, purchase, and rehabilitate affordable housing for rental or homeownership, as well as to provide direct rental assistance to qualifying residents. Additionally, at least 15% of HOME funds must be allocated to Community Housing Development Organizations (CHDO's) – experienced nonprofits entities dedicated to owning, developing, or sponsoring affordable housing projects.

In addition to CDBG and HOME funds, the City is currently utilizing the remaining balance of its HOME-ARP allocation, totaling $1,740,263, and will begin expending the recently awarded $500,000 CDBG-MIT grant from the Texas General Land Office.

Anticipated Resources

Program	Source	Uses of Funds	Expected Amount Available Year 1	Expected	Narrative Description

	of Funds		Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $	Amount Available Remainder of ConPlan $	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,236,870.00	0.00	1,357,011.80	2,593,881.80	3,681,818.00	The allocation for this year is slightly higher than the previous year. Because the City received $171,000 in program income during PY 2025, the Public Service cap for PY 2026 will increase by 15 percent of that amount. This results in an increase of $25,650.00 making the total allocation $275,189.08.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	511,237.89	4,311.72	406,634.61	922,184.22	1,408,500.83	The allocation for this year is slightly higher than last year.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of College Station strategically leverages federal funds to attract and integrate additional resources from private, state, and local partners, thereby maximizing the impact of community development initiatives. Federal allocations through the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) serve as a foundation for advancing affordable housing, public services, infrastructure improvements, and programs supporting individuals experiencing homelessness and special needs.

The Community Development Division administers these programs in alignment with the City's Consolidated Plan goals, ensuring efficient use of federal dollars while minimizing local financial burden. This approach emphasizes leveraging federal contributions to strengthen partnerships and expand service delivery.

To satisfy matching requirements and enhance program outcomes, the City utilizes a combination of local and external resources, including:

- General and municipal funds
- City-donated services under a HUD-approved Cost Allocation Plan
- Infrastructure investments in CDBG – eligible areas
- Nonprofit contributions for program administration and delivery
- Private sector investment and lending institutions

The City actively supports HOME-funded projects in collaboration with Low-Income Housing Tax Credit (LIHTC) developers to create or preserve affordable housing. These partnerships often include matching contributions from beneficiaries, nonprofit organizations, and developers, ensuring compliance with program requirements and increasing overall investment.

Public service agencies that receive CDBG funding strategically integrate these resources with additional private, state, and federal funding streams to expand program reach and impact. For example, The Prenatal Clinic combines CDBG funds with Medicaid support to deliver comprehensive prenatal and postnatal care for mothers and infants. Similarly, regional partners such as the Brazos Valley Council of Governments and Brazos Transit District integrate HUD, Federal Transit Administration (FTA), and Texas Department of Transportation (TxDOT)

funds to deliver housing and transportation solutions.

Additionally, the City fosters resource sharing and volunteer engagement to address community needs, including home repairs, literacy programs, medical assistance, and transportation. While CDBG does not require a match and HOME benefits from a reduced match requirement, program income generated from funded activities is reinvested into initiatives serving low-income populations, ensuring sustainability and long-term impact.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of College Station strategically utilizes publicly owned land and property to advance community development initiatives, with a particular focus on low-income neighborhoods. Through targeted improvements to public rights-of-way and parks, the City enhances infrastructure, accessibility, and overall quality of life for residents.

Infrastructure and Streetscape Enhancements

Community Development Block Grant (CDBG) funds are allocated to support critical infrastructure projects, including street reconstruction, sidewalk installation, and street lighting upgrades. These improvements promote pedestrian safety, mobility, and neighborhood connectivity, ensuring equitable development throughout the community.

Park Improvements

The City prioritizes the revitalization of public parks and recreational spaces serving low- and moderate-income areas. Investments include installing new playground equipment, implementing safety enhancements, and performing ongoing maintenance. These efforts create secure, engaging environments for families and children.

Affordable Housing Development

To address the growing need for affordable housing, the City facilitates property acquisition to enable new development opportunities. Through leveraged development programs and the Community Housing Development Organization (CHDO) proposal process, developers and nonprofit organizations can access funding for affordable housing projects, expanding options for low-income households.

By combining federal funding sources with municipal resources, the City of College Station continues to strengthen public infrastructure, expand affordable housing initiatives, and improve recreational spaces – fostering a vibrant, inclusive, and sustainable community.

Discussion

Over the next four years, the City of College Station anticipates receiving annual allocations of federal funding through the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME), both administered by the U.S. Department of Housing and Urban Development (HUD). These grants will serve as cornerstone resources for advancing community development, supplemented by private, state, and local funding to maximize impact. The CDBG program

will fund critical projects that improve housing, infrastructure, and economic opportunities for low- and moderate- income residents. With projected funding totaling approximately $4.4 million over the remainder of the Consolidated Plan period, the City will continue investing in housing rehabilitation, public facility enhancements, property acquisition, and essential public services. Similarly, the HOME program, with an anticipated total of roughly $2 million, will play a key role in expanding affordable housing options. Funds will support new housing construction, rehabilitation, and rental assistance, with at least 15% allocated to Community Housing Development Organizations (CHDOs). Additionally, a portion of HOME funding will be dedicated to a Tenant-Based Rental Assistance (TBRA) security deposit program, helping low-income renters secure stable housing. Through strategic allocation of federal resources and collaboration with local partners, the City of College Station remains committed to fostering sustainable community development and equitable housing opportunities, ensuring long-term benefits for residents.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Housing - Rehabilitation	2025	2029	Affordable Housing Non-Homeless Special Needs Community Housing Development Organization	City Wide	Rental Housing- Rehabilitation	CDBG: $.00 HOME: $312,348.71	Rental units rehabilitated: 1 Household Housing Unit
2	Owner Housing - Rehabilitation/Reconstruction	2025	2029	Affordable Housing	City Wide	Owner Housing - Rehabilitation/Reconstruction	CDBG: $164,881.72 HOME: $.00	Homeowner Housing Rehabilitated: 5 Household Housing Unit
3	Homeownership - Down Payment Assistance	2025	2029	Affordable Housing	City Wide	Homeownership	CDBG: $.00 HOME: $490,000.00	Homeowner Housing Added: 6 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Homelessness - TBRA Security Deposits	2025	2029	Homeless	City Wide	Homelessness	CDBG: $.00 HOME: $14,400.00	Homelessness Prevention: 36 Persons Assisted
5	Public Services	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City Wide	Public Services	CDBG: $275,189.08	Public service activities other than Low/Moderate Income Housing Benefit: 580 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 345 Households Assisted
6	Public Facilities	2025	2029	Non-Housing Community Development		Public Facilities and Infrastructure	CDBG: $1,746,437.00 HOME: $.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 23060 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Program Administration and Compliance	2025	2029	Non-Housing Community Development	City Wide	Program Administration and Compliance	CDBG: $247,374.00 HOME: $51,123.79	Other: 0 Other
8	Section 108 Loan Financing Activities	2025	2029	Affordable Housing	City Wide	Rental Housing- Rehabilitation	CDBG: $160,000.00 HOME: $.00	Other: 1 Other
9	Homebuyer-Acquisition/Rehabilitation	2025	2029	Affordable Housing	City Wide	Homebuyer Acquisition/Rehabilitation	HOME: $50,000.00	Homeowner Housing Added: 1 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Rental Housing - Rehabilitation
	Goal Description	An evaluation of previous fiscal years, in conjunction with rising material costs and supply chain issues, would suggest that its current funding level, the City will be able to support the acquisition and rehabilitation of (1) single family residence using HOME funding over the duration of this year's Action Plan.
2	**Goal Name**	Owner Housing - Rehabilitation/Reconstruction
	Goal Description	An evaluation of previous Minor Home Repair projects across the last several years and increase in material and labor costs would suggest that at this activity's current funding level, the City could support 5 new Minor Home Repair activities over the duration of this year's Action Plan.

3	**Goal Name**	Homeownership - Down Payment Assistance
	Goal Description	Down payment and closing cost assistance are provided to income-eligible households. A 0%-interest deferred loan of up to $80,000 is available to allow income-eligible households access to the volatile housing market in College Station. The loan includes a shared appreciation component in lieu of interest. The homeowners will repay the City the percentage of appreciation based on the percentage of down payment assistance provided. This activity will provide direct financial assistance to homebuyers. Funding levels will allow for 6 fully funded DAP projects over the course of this year's Action Plan.
4	**Goal Name**	Homelessness - TBRA Security Deposits
	Goal Description	TBRA - Security Deposits The City of College Station will continue on its endeavor to assist its income-eligible residents with necessary security deposit payments. At its current funding level, the TBRA Security Deposits activity will allow for thirty-six (36) fully funded projects over the course of this year's Action Plan.

5	**Goal Name**	Public Services
	Goal Description	The FY 2026 Public Service funding cap has been adjusted to include prior-year program income received and retained by the grantee. In accordance with HUD regulations 24 CFR 570.201 (e) and 570.500 (a), the 15% Public Service cap calculation is based on the current year CDBG allocation combined with prior-year program income. As a result, the allowable Public Service funding amount increased from $185,530.50 to $211,180.50. Additionally, $64,088.58 will be carried forward and allocated to current-year contracts to support fourth-quarter reimbursement payments. FY 2026 CDBG Allocation - $1,236,870 Prior- Year Program Income - $171,000 15% Public Service Cap - $185,530.50 15% of Program Income - $25,650 **2026-2027 Public Service Agencies** **Twin City Mission Family Support Services** - LEAD Program - Client Assistance - $50,000 **Big Brothers Big Sisters of South Texas - Brazos** - Youth Mentoring - Program Manager/Volunteer Manager - $35,000 **United Way of the Brazos Valley** - Ride2Health Program - Program Salaries & Benefits, Lyft Rides, IT Expenses - $25,000 **A Home Base for Transitioning Foster Youth dba Unlimited Potential** - Transitional Living for Former Foster Youth - Personnel - Resident Coordinator Intern Stipend, Transitional Living Program, Supplies - $25,000 **The Salvation Army** - Rent and Utilities Assistance Program - Financial Assistance for Rent and Utilities - $25,000 **Catholic Charities of Central Texas** - Brazos Valley Financial Stability Program - Case Manager Salary, Direct Client Benefits - $20,100 **City of College Station Police Department Victim Services** - Crisis Funding - $30,000

6	**Goal Name**	Public Facilities
	Goal Description	In Fiscal Year 2027, the City of College Station anticipates completing the rehabilitation of the Lincoln Center Splash Pad, the installation of the City Hall Bus Shelter, and the Welsh Sidewalk Project. All projects were determined to be within income qualifying census blocks, demonstrated an urgent need to the community, and service the following numbers of residents: Lincoln Center Splash Pad - Eight thousand (8,000) Welsh Sidewalk Rehabilitation - Seven thousand nine hundred seventy (7,970) City Hall Bus Shelter - Seven thousand ninety (7,090) Overall 69.25 Percent is LMI
7	**Goal Name**	Program Administration and Compliance
	Goal Description	CDBG and HOME Program Administration and Compliance CDBG may allocate 20% of its annual allocation to administration expenses and will contribute to all staff time spent administering qualifying programs as well as educational and coalition efforts. HOME may allocate 10% of its annual allocation to administration expenses pertaining to its eligible housing programming.
8	**Goal Name**	Section 108 Loan Financing Activities
	Goal Description	Section 108 Loan Financing Activities The City of College Station, in conjunction with the affordable housing provider LULAC Oak Hill, intends to fulfill its contractual obligations to its Section 108 financing agreement throughout the duration of this Strategic Plan. To that end, the City anticipates making quarterly interest payments and assisting LULAC Oak Hill to make principal payments for the duration of the loan's term.
9	**Goal Name**	Homebuyer- Acquisition/Rehabilitation
	Goal Description	The Acquisition, Rehabilitation, and Homeownership Disposition Program is designed to acquire single-family homes, rehabilitate them in accordance with established standards, and facilitate their sale to income-eligible homebuyers through the City's Down Payment Assistance Program. To promote long-term housing affordability, additional measures such as deed restrictions or community land trusts may also be implemented.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City will implement initiatives aligned with the priority needs and strategic objectives established and adopted by City Council. These efforts will be accompanied by a summary outlining the proposed activities, including local goals, identified priorities, and anticipated outcomes.

Projects

#	Project Name
1	Rental Housing Rehabilitation
2	Owner Housing - Rehabilitation/Reconstruction
3	Homeownership - Down Payment Assistance
4	Tenant Based Rental Assistance - Security Deposit Assistance Program
5	Program Administration
6	Section 108 Loan Financing Activities
7	Public Facility
8	Public Services
9	Homebuyer-Acquisition/Rehab

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were established through a comprehensive community needs assessment, which included consultations and surveys with key stakeholders and residents. This process ensured that funding decisions were data-driven and aligned with the most pressing needs identified by the community.

However, limited funding continues to present a significant obstacle in addressing underserved needs. Despite clear priorities and community input, financial constraints often hinder the ability to fully meet the demand for services and infrastructure improvements in these areas. As a result, efforts must be strategically focused to maximize the impact of available resources.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Rental Housing Rehabilitation
	Target Area	City Wide
	Goals Supported	Rental Housing - Rehabilitation
	Needs Addressed	Rental Housing- Rehabilitation
	Funding	:
	Description	Acquisition and rehabilitation of existing housing units to be made available to eligible households.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that one (1) Rental Housing Rehabilitation activity will be completed and occupied by a household earning at or below 60% of the Area Median Income (AMI).
	Location Description	It is standard practice not to limit the location of the Rental Housing Rehabilitation project to a specific area. Maintaining a citywide project scope allows the developer or nonprofit partner to identify the best value opportunities and ensure responsible stewardship of federal grant funds.
	Planned Activities	A Request for Proposals (RFP) will be issued to eligible housing partners. It is anticipated that one (1) affordable housing unit will be acquired and rehabilitated to help address the need for additional affordable rental housing and improved existing substandard housing conditions, including single-family structures or duplexes.
2	**Project Name**	Owner Housing - Rehabilitation/Reconstruction
	Target Area	City Wide
	Goals Supported	Owner Housing - Rehabilitation/Reconstruction
	Needs Addressed	Owner Housing - Rehabilitation/Reconstruction
	Funding	CDBG: $164,881.72
	Description	This project will provide grants to qualified households for eligible repairs necessary to bring homes into compliance with current City codes and HUD standards. Eligible improvements may include system upgrades, energy-efficiency enhancements, exterior painting, and other necessary repairs designed to create a safe, sanitary, and sustainable living environment while incorporating cost-saving improvements.
	Target Date	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that five (5) Minor Home Repair activities will be completed for households earning at or below 80% of the Area Median Income (AMI).
	Location Description	Minor Home Repair activities will be conducted citywide.
	Planned Activities	Minor Home Repair activities will vary by household based on the specific repairs needed to improve the safety, sustainability, and affordability of the home. Eligible homeowners must qualify through an application process. Contractors will be selected through a competitive bid process, with the project awarded to the lowest responsive and reasonable bidder.
3	**Project Name**	Homeownership - Down Payment Assistance
	Target Area	City Wide
	Goals Supported	Homeownership - Down Payment Assistance
	Needs Addressed	Homeownership
	Funding	:
	Description	Homeownership - Down Payment Assistance
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that six (6) Homeownership-Down Payment Assistance activities will be completed for households earning at or below 80% of the Area Median Income (AMI).
	Location Description	It is standard practice not to limit the location of the Homeownership-Down Payment Assistance activity to a specific area. Maintaining a citywide project scope allows the homebuyer to identify the best value opportunities and ensure responsible stewardship of federal grant funds.
	Planned Activities	Down payment assistance will be provided in the form of a deferred, zero-percent interest loan. The loan amount will be based on the gap financing required and will not exceed $80,000. Repayment of the assistance will be required if the property ceases to be the homeowner's primary residence, and the homeowner will also be required to pay a shared appreciation amount upon the sale of the property.
4	**Project Name**	Tenant Based Rental Assistance - Security Deposit Assistance Program
	Target Area	City Wide

	Goals Supported	Homelessness - TBRA Security Deposits
	Needs Addressed	Homelessness
	Funding	:
	Description	Tenant Based Rental Assistance for security deposits will be provided to income-eligible households to support access to affordable rental housing opportunities in College Station and help prevent homelessness.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that 36 households will receive security deposit assistance. these households will have incomes at or below 60% of the Area Median Income (AMI) and will be recipients of a Housing Choice Voucher.
	Location Description	This activity will be conducted citywide, enabling households to identify suitable rental units that accept Housing Choice Vouchers and security deposit assistance.
	Planned Activities	Security deposit assistance will be coordinated with Housing Choice Vouchers. This approach will help reduce barriers for low-income individuals in accessing the rental market in College Station and support efforts to prevent homelessness.
5	**Project Name**	Program Administration
	Target Area	City Wide
	Goals Supported	Program Administration and Compliance
	Needs Addressed	Program Administration and Compliance
	Funding	CDBG: $247,374.00
	Description	Staff costs and eligible expenses for management and administration of CDBG and HOME programs.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	n/a

	Planned Activities	Staff cost and eligible expenses for management and administration of CDBG and HOME programs. Other activities and initiatives will include financial literacy, Homebuyer Education, homelessness support, and collaborative efforts around housing repairs.
6	**Project Name**	Section 108 Loan Financing Activities
	Target Area	
	Goals Supported	Section 108 Loan Financing Activities
	Needs Addressed	Special Needs
	Funding	CDBG: $160,000.00
	Description	The fulfillment of contractual obligations the City incurred via its Section 108 Loan Agreement with HUD.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	n/a
	Planned Activities	The City of College Station will continue to make interest payments on its Section 108 Loan and assist LULAC Oak Hill in their obligation to pay off its principal.
7	**Project Name**	Public Facility
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities and Infrastructure
	Funding	CDBG: $1,746,437.00
	Description	Projects under this category may include, but are not limited to, the acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements withing eligible neighborhoods and qualifying circumstances.
	Target Date	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 23,060 individuals will be served in areas designated as having 51% or greater low - to moderate-income (LMI) populations.
	Location Description	Project Locations include: - The Lincoln Center Splash Pad Rehabilitation at 1000 Eleanor Street, College Station, TX 77840 - The Welsh Avenue Sidewalk Construction bounded by Nevada Street and Harvey Mitchell Parkway S - The City Hall Bus Shelter and Sidewalk Improvement at 1101 Texas Ave
	Planned Activities	There are three ongoing Public Facilities activities currently in the design phase, with construction anticipated to be completed by September 2027. Planned projects include the Lincoln Center Splash Pad construction, City Hall Bus Shelter and Sidewalk Improvements and the Welsh sidewalk reconstruction.
8	**Project Name**	Public Services
	Target Area	City Wide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $275,189.08
	Description	The FY 2026 Public Service funding cap has been adjusted to include prior-year program income received and retained by the grantee. In accordance with HUD regulations 24 CFR 570.201(e) and 24 CFR 570.500(a), the 15% Public Service cap calculation is based on the current year CDBG allocation combined with prior-year program income. As a result, the allowable Public Service funding amount increased from $185,530.50 to $211,180.50.Additionally, $64,088.58 will be carried forward and allocated to current-year contracts to support fourth-quarter reimbursement payments.CDBG funding has been allocated through the CDBG Public Service Agency Funding Review Committee process. The 2026 programs recommended for funding for the following: Twin City Mission Family Support Services - $50,000; Big Brothers Big Sisters of South Texas - $35,000; United Way of the Brazos Valley - $25,000; A Home Base for Transitioning Foster Youth dba Unlimited Potential - $25,000; The Salvation Army - $25,000; Catholic Charities of Central Texas - $20,100; City of College Station Police Department Victim Services - $30,000

	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Twin City Mission: Total – 60/ LMI – 60 (100%) Big Brothers Big Sisters of the Brazos Valley: Total – 300 / LMI – 270 (90%) United Way of the Brazos Valley: Total – 250 / LMI – 250 (100%) Unlimited Potential: Total-10/LMI-10 (100%) Salvation Army: Total- 145/ LMI-145 (100%) Catholic Charities of Central Texas: Total – 130/ LMI- 130 (100%) City of College Station Police Department Victim Services – 30/ LMI – 16 (53%) All Activities: Total - 925 / LMI - 881 (95.24%)
	Location Description	Twin City Mission – 3808 Old College Rd, Bryan, TX 77801 Big Brothers Big Sisters of the Brazos Valley – 315 Tauber St, College Station, Texas 77840 United Way of the Brazos Valley – 1716 Briarcrest Dr #155, Bryan, TX 77802 Unlimited Potential – 1115 Anderson St, College Station, TX 77840 The Salvation Army – 2506 Cavitt Ave, Bryan, TX 77801 Catholic Charities of Central Texas – 1410 Cavitt Ave, Bryan, TX 77801 College Station Police Department Victim Services – 800 Krenek Tap Rd, College Station, TX 77840
	Planned Activities	Funding recommendations support programs that provide critical services to Brazos Valley residents. Twin City Mission was awarded $50,000 for direct client assistance through its LEAD Program. Big Brothers Big Sisters of South Texas received $35,000 to support Youth Mentoring Program staffing, including Program and Volunteer Manager positions. United Way of the Brazos Valley was awarded $25,000 for the Ride2Health Program to support salaries, transportation, and IT expenses, while Unlimited Potential received $25,000 for transitional living services and supplies for former foster youth. The Salvation Army was awarded $25,000 to provide rent and utility assistance to households in need. Additionally, Catholic Charities of Central Texas received $20,100 for its Brazos Valley Financial Stability Program to fund case management and direct client support, and the College Station Police Department Victim Services Division was awarded $30,000 to assist victims of crime.
9	**Project Name**	Homebuyer-Acquisition/Rehab

	Target Area	City Wide
	Goals Supported	Homebuyer- Acquisition/Rehabilitation
	Needs Addressed	Homeownership
	Funding	:
	Description	Homebuyer - Acquisition/RehabilitationHousing units will be purchased and rehabbed by the grantee. After rehab, the unit will be sold to an income qualified household using a model that will guarantee long term affordability.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that one (1) household at or below 80% of the Area Median Income will be served with this program.
	Location Description	It is standard practice not to limit the location of a project to a specific area. Maintaining a citywide project scope allows staff to identify the best value opportunities and ensure responsible stewardship of federal grant funds.
	Planned Activities	The Acquisition, Rehabilitation, and Homeownership Disposition Program is designed to acquire single-family homes, rehabilitate them in accordance with established standards, and facilitate their sale to income-eligible homebuyers through the City's Down Payment Assistance Program. To promote long-term housing affordability, additional measures such as deed restrictions or community land trusts may also be implemented.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Community Development Block Grant (CDBG) activities, including investments in public facilities and infrastructure, may be implemented within designated neighborhoods that meet the area benefit criteria. To qualify, at least 51% of the residents served by the project must be low- and moderate-income, or the activity must clearly demonstrate that its use and intended outcomes directly benefit low-income individuals. Low-income designations are determined using data from the U.S. Department of Housing and Urban Development (HUD), specifically the 2016 – 2020 American Community Survey 5-Year Low – and Moderate-Income Summary Data provided by HUD's Office of Community Planning and Development. These designated areas are also eligible for other CDBG-funded activities, such as building rehabilitation and the acquisition of privately owned properties or land, provided the work aligns with HUD's National Objectives. When area benefit criteria do not apply, projects may qualify under the low- and moderate-income limited clientele designation, ensuring that services are directed to eligible individuals regardless of geographic location.

Geographic Distribution

Target Area	Percentage of Funds
City Wide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City has not designated specific local target areas for community development activities because low- and moderate-income residents are dispersed throughout the community. Furthermore, many neighborhoods traditionally associated with community development have experienced significant demographic and housing changes, largely driven by private redevelopment and the growth of student-oriented housing.

In light of these changes and the widespread distribution of income-eligible households, the City has adopted an approach that bases program assistance solely on individual household income and demonstrated need rather than geographic location

Discussion

In accordance with 24 CFR 570.309, Community Development Block Grant (CDBG) funds may be utilized for activities outside the grantee's jurisdiction when those activities align with the objectives of the Act and provide measurable benefits to the grantee's residents. The City of College Station supports public service agencies located in the City of Bryan that deliver essential services comparable to those provided

by agencies within College Station.

By funding cross-jurisdictional programs, the City advances its community development goals and fulfills the objectives outlined in the 2025-2029 Consolidated Plan. These initiatives enhance access to health and human services, improve community safety, reduce crime and healthcare costs, and help alleviate the overall tax burden.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of College Station will allocate funding to support the following affordable housing initiatives during the Program Year:

- Acquisition and rehabilitation of 1 rental housing unit
- Rehabilitation of 5 owner-occupied housing units
- Down payment assistance for 6 households toward the purchase of a home in College Station
- Tenant-Based Rental Assistance (TBRA) security deposit support for 36 households
- Homebuyer – Acquisition/Rehabilitation 1 unit will be acquired, rehabilitated and sold to an income eligible household.

A significant number of households receiving TBRA security deposit assistance are either formerly homeless or meet the criteria for special needs populations; however, the assisted units are not exclusively reserved for these groups. One exception is The Haven Apartments, a 24-unit Low-Income Housing Tax Credit (LIHTC) property in College Station, where all tenants must be formerly homeless. Eligible tenants at The Haven may also receive TBRA security deposit assistance.

Additionally, the City maintains contracts with local nonprofit organizations to deliver emergency rental assistance programs designed to prevent homelessness and promote housing stability.

One Year Goals for the Number of Households to be Supported	
Homeless	5
Non-Homeless	39
Special-Needs	5
Total	49

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	345
The Production of New Units	0
Rehab of Existing Units	7
Acquisition of Existing Units	2
Total	354

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

If a unit is both acquired and rehabilitated, it will be reported a single time under “Acquisition of Existing Units.” Activities classified as “Rehabilitation of Existing Units” include the rehabilitation (such as minor home repairs) or reconstruction of owner-occupied or renter-occupied properties through the Rental Rehabilitation Program, provided the properties were not acquired using program funds.

Homeownership Value Limits

Pursuant to Section 92.254(a)(2)(iii) of the HOME Final Rule (July 24,2013), HOME Participating Jurisdictions must apply homeownership value limits to properties assisted with HOME funds. While HUD provides default limits, jurisdictions may instead calculate 95 percent of the median purchase price for single-family homes within their boundaries, in accordance with HUD-established procedures.

The City has conducted a market analysis based on residential sales from January 1, 2026, to March 31, 2026, encompassing 250 total transactions. The data, segmented by existing versus new construction and by housing type (single-family and patio/townhome/condo units), supports the following proposed homeownership value limits:

Existing	**New**
$309,225	$342,000

These limits will be reviewed and updated annually as part of the City’s Action Plan process, consistent with 24 CFR 92.254.

AP-60 Public Housing – 91.220(h)

Introduction

Although the City of College Station does not operate public housing units, the regional Housing Choice Voucher Program is administered by the Brazos Valley Council of Governments. Approximately 29% of program participants successfully secure housing within the City.

Actions planned during the next year to address the needs to public housing

The City will maintain close coordination with the Brazos Valley Council of Governments (BVCOG) to expand access to affordable housing in College Station. As part of this ongoing partnership, City staff will participate in housing fairs and outreach events organized by BVCOG, while also supporting Housing Choice Voucher recipients relocating to College Station through security deposit assistance provided under the City's Tenant-Based Rental Assistance (TBRA) program.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Graduates of the Brazos Valley Council of Governments (BVCOG) Family Self-Sufficiency (FSS) program, administered through the Housing Choice Voucher Program, may combine the City's down payment assistance with additional resources, including personal savings accumulated through participation in the FSS Program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of College Station is committed to supporting initiatives that assist homeless individuals and families through the use of CDBG and HOME funding. The City collaborates regularly with nonprofit organizations focused on homelessness prevention and assistance. CDBG funds will be allocated to social service programs that provide essential resources to households that are formerly homeless, at risk of homelessness, or part of a special needs population. City staff will work closely with local partners to assess the needs of these groups and ensure access to safe housing and supportive services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of College Station is dedicated to reducing and ultimately ending homelessness through a comprehensive approach that combines direct services, strategic partnerships, and data-driven decision-making.

Over the coming year, the City will continue its collaboration with the Brazos Valley Coalition for the Homelessness, the regional Continuum of Care, which conducts annual surveys to assess the needs of individuals and families experiencing homelessness. By participating in quarterly coalition meetings and the annual Point-In-Time count, the City will refine its strategies using real-time data to ensure effective resource allocation.

The City will also strengthen its partnership with Twin City Mission, a nonprofit organization that provides emergency shelter, transitional housing, and supportive services. Through coordinated efforts, the City aims to expand access to stable housing and essential programs for those in need.

Additionally, the City will work closely with the L.E.A.D. Program, which engages vulnerable populations by offering housing assistance, case management, and stability-focused support services. This initiative plays a critical role in preventing homelessness and promoting long-term independence among residents.

To support these objectives, the City will utilize Community Development Block Grant (CDBG) funding to assist social service programs that deliver vital resources to individuals at risk of homelessness, former homeless individuals, and special needs populations. City staff will maintain active engagement with local partners to assess needs and enhance service delivery.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue to maintain a strong partnership with Twin City Mission, the community's primary provider of homeless services, to assist individuals and families in need. In addition, City staff will actively promote United Way's 2-1-1 Information and Referral line to ensure residents have access to critical resources, including those related to homelessness and special needs assistance.

To advance these efforts, City staff will engage with local service providers through the Brazos Valley Coalition for the Homeless by participating in regular meetings and contributing to the annual Point-In-Time count. These activities help assess the scope of homelessness and identify needs for special assistance, enabling more informed and effective service delivery.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will allocate HOME funds to support the Tenant-Based Rental Assistance (TBRA) security deposit program, a vital resource for preventing homelessness. This initiative will be implemented in partnership with the Brazos Valley Council of Governments (BVCOG) Housing Choice Voucher Program and United Way of the Brazos Valley. Many recipients of this assistance are members of special needs populations.

In addition, the City will provide funding for social service programs that deliver essential resources to households that were formerly homeless, at risk of homelessness, or part of a special needs population. These programs will emphasize case management and direct assistance to promote housing stability and long-term self-sufficiency.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

A comprehensive network of services is in place to support individuals at the greatest risk of homelessness, particularly those transitioning from institutional settings. The City will allocate funding to agencies that provide these critical services through public service programs, which are limited to 15% of the annual CDBG allocation.

The Brazos Valley Council of Governments' Housing Choice Voucher Program offers households the opportunity to secure permanent, affordable housing. To further promote housing stability, the City administers the Tenant-Based Rental Assistance (TBRA) Program, which provides one-time security deposit assistance to eligible households. Through this program, the City anticipates serving approximately 35 households, helping to remove financial barriers and facilitate access to safe, stable housing.

Discussion

The City of College Station is committed to reducing homelessness through strategic partnerships, targeted funding, and direct services. Over the next year, the City will collaborate with the Brazos Valley Coalition for the Homeless, Twin City Mission, and the L.E.A.D. Program to assess community needs, expand housing options, and provide supportive services.

Community Development Block Grant (CDBG) funds will be allocated to social service programs that assist individuals at risk of homelessness, while HOME funds will support security deposits through the Tenant-Based Rental Assistance (TBRA) program. Additionally, the City will work closely with local service providers and participate in coordinated efforts such as the annual Point-In-Time count to refine strategies and ensure effective resource allocation.

Through these initiatives, the City aims to enhance housing stability, prevent homelessness, and empower vulnerable populations to achieve long-term independence.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

College Station faces several significant challenges to affordable housing, including high land costs, limited land availability, and ongoing pressure from student housing demand. While builder participation remains steady, escalating development costs continue to make affordable housing production difficult.

The City's most critical housing needs include affordable senior housing, entry-level homes, and accessible rental options. In response, the City developed the Housing Action Plan – a strategic initiative focused on preserving existing affordable units and expanding the range of housing types. This plan was formally adopted as an amendment to the City's Comprehensive Plan in September 2024.

To ensure effective implementation, the City Council established a Housing Plan Advisory Committee in spring 2025. This committee is responsible for advancing the plan's goals and fostering collaboration among stakeholders.

Additionally, the City updated its Analysis of Impediments to Fair Housing Choice to align with priorities outlined in the 2025-2029 Consolidated Plan, ensuring that efforts remain data-driven and focused on addressing identified barriers.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In the coming year, the City of College Station will implement proactive strategies to address public policy barriers that impact affordable housing. Recognizing the complexity of factors such as land use regulations, zoning ordinances, fees, and development constraints, the City is committed to creating a more accessible housing environment through the following actions:

- Providing down payment assistance using HOME Investment Partnership Program (HOME) and Community Development Block Grant (CDBG) funds to help income-eligible homebuyers access homeownership opportunities within the city.
- Engaging with developers and the public to ensure land use controls, zoning ordinances, and related regulations remain reasonable, data-driven, and supportive of diverse housing development.
- Promoting housing programs to local financial institutions, real estate professionals, developers, and nonprofit partners to increase awareness and encourage collaboration on affordable housing initiatives.

- Advancing strategies in the City's Comprehensive Plan that promote the development of affordable housing types and expand housing options across income levels.
- Implementing the Housing Action Plan, adopted as an amendment to the Comprehensive plan in September 2024, which provides a roadmap of goals and actions to increase the availability, diversity, and preservation of affordable units. To support implementation, the City Council established a Housing Plan Advisory Committee in spring 2025 to monitor progress and foster stakeholder collaboration.

Collectively, these actions demonstrate the City's ongoing commitment to reducing regulatory barriers, aligning local policies with community needs, and supporting the development of safe, affordable housing options for all residents.

Discussion:

Jurisdictional public policies significantly influence the cost of developing, maintaining, and improving affordable housing. Factors such as ad valorem property taxes, development and impact fees, building codes, zoning regulations, and land use ordinances all contribute to the overall expense of housing production.

The City of College Station recognizes the impact these policies have on housing affordability and has taken proactive measures to ensure associated costs remain reasonable. Through continuous evaluation of regulatory practices and coordinated efforts across departments, the City is committed to supporting the development and preservation of safe, decent, affordable, and sustainable housing for all residents.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of College Station will prioritize initiatives that expand access to affordable housing, reduce poverty among low-income families, and strengthen coordination between local government and nonprofit service providers. These efforts aim to create a more integrated and effective support system that addresses housing instability, promotes economic self-sufficiency, and enhances residents' quality of life.

Through targeted investments in affordable housing development and rehabilitation, the City seeks to reduce cost burdens for vulnerable households. At the same time, by fostering collaborative service models, resource sharing, and streamlined referral systems, the City will improve delivery of wraparound services – including workforce development, financial literacy, and case management – to empower families on their path toward economic independence.

This approach aligns with the City's broader strategic goals and underscores its commitment to equitable community development and sustainable growth.

Actions planned to address obstacles to meeting underserved needs

The City of College Station is committed to addressing barriers that limit support for underserved populations through a collaborative, multifaceted approach. In the upcoming year, the City will actively pursue funding opportunities and assist both for-profit and nonprofit partners in developing grant applications for programs focused on affordable housing, homelessness services, and support for individuals with special needs.

A recent survey of local service providers identified individuals with mental health challenges, people experiencing homelessness, and low-income households as among the most underserved populations in the community. In response, the City will continue engaging partners and allocating resources to improve service delivery and access for these groups.

To address the ongoing challenge of public awareness, the City will promote available services through its media channels and continue endorsing the 2-1-1 information and Referral Service, which connects residents to vital local resources. Efforts will focus on increasing visibility of assistance programs and enhancing public understanding of available support.

The City also fosters internal collaboration among key departments – including Community Development, Code Enforcement, Neighborhood Services, Planning and Development, and Parks and Recreation – to identify needs and implement strategies that improve outcomes for underserved households. Through these coordinated actions, the City aims to build a more equitable and responsive support system for all residents.

Actions planned to foster and maintain affordable housing

The City of College Station is committed to supporting and expanding affordable housing through a comprehensive strategy that integrates direct assistance, program outreach, and strong community partnerships. In the upcoming year, the City will continue investing in key housing initiatives, including minor home repair, owner-occupied reconstruction, and down payment assistance, to help low-income residents achieve and maintain homeownership.

To promote housing stability for vulnerable households, the City will also continue offering security deposits through the Tenant-Based Rental Assistance (TBRA) program. This support plays a critical role in helping individuals and families experiencing homelessness, or at risk of homelessness, secure safe and stable housing.

The City collaborates closely with local nonprofit and community housing development organizations-including Bryan-College Station Habitat for Humanity, Elder-Aid of Bryan-College Station, and Brazos Valley Community Action Programs – to enhance the availability of affordable housing and ensure programs remain responsive to community needs.

These efforts are guided by the City's Housing Action Plan, adopted as an amendment to the Comprehensive Plan in 2024. The plan outlines targeted goals and strategies to preserve existing affordable units, broaden the range of housing options, and expand access to affordable homes citywide. To support implementation, the City Council established an advisory committee tasked with monitoring progress and ensuring alignment with long-term community housing priorities.

Together, these initiatives reflect a coordinated and proactive approach to sustaining housing affordability and meeting the diverse needs of College Station residents.

Actions planned to reduce lead-based paint hazards

Remediation activities will be carried out in accordance with the Lead Safe Housing Rule outlined in 24 CFR Part 35, as applicable to each specific housing activity. When required, lead-based paint inspections, risk assessments, and hazard mitigation measures will be performed. Demolition efforts will focus on primarily on the City's oldest housing stock, where lead-based paint hazards are most likely to be present.

Each housing program guideline includes provisions to identify and address lead-based paint hazards and ensure safe work practices. Community Development staff provide ongoing guidance to program participants and contractors regarding lead-safe procedures. Additionally, households receiving down payment assistance through HOME funds may qualify for support when purchasing a home in College Station constructed in 1978 or later.

Actions planned to reduce the number of poverty-level families

Through its CDBG Public Service Agency Funding Review Committee process, the City of College Station allocates the maximum allowable amount for public service activities as part of its annual CDBG grant distribution. During the most recent cycle, the committee received and evaluated 6 applications from local health and human service providers seeking CDBG funding to deliver direct services benefiting low- and moderate-income residents of College Station and Bryan. Several public meetings and hearings were held between March and May, resulting in funding recommendations for all eligible public service programs.

The City actively participates in the Brazos Valley Coalition for the Homeless and the Brazos Valley Health Coalition. City staff also collaborate with and support numerous local organizations involved in advancing the community's anti-poverty strategies, including United Way of the Brazos Valley, Twin City Mission, Brazos Valley Community Action Programs, the Brazos Valley Council of Governments, and The REACH Project.

Investments made through the City's housing programs – such as minor home repairs, rehabilitation, and reconstruction – help improve housing conditions for both homeowners and renters. These initiatives expand access to affordable housing and reduce financial burdens on lower-income households by lowering overall housing-related costs. For example, energy-efficiency upgrades in older homes help reduce utility expenses. Additionally, the Community Development Division provides referrals, financial management assistance, and homebuyer education to residents throughout the community.

Actions planned to develop institutional structure

The City of College Station, through its Community Development Division, coordinates and administers strategies related to affordable housing, supportive housing, homelessness, and non-housing community development initiatives. The division serves as a liaison among community organizations, public institutions, nonprofit agencies, and private sector partners to facilitate information sharing, identify resources, and strengthen collaborations whenever possible.

Multiple formal organizations and committees support these coordination efforts, including United Way of the Brazos Valley, the Brazos Valley Council of Governments, Texas A&M University, Blinn College, the Brazos Valley Small Business Development Center, the Brazos Valley Affordable Housing Corporation, the Brazos Valley Coalition for the Homeless, the Texas A&M AgriLife Extension Service, and others. City staff will continue to actively participate in these groups as members, partners, or collaborators on targeted projects.

The City also works with additional entities that contribute – directly or indirectly – to achieving the goals outlined in the Consolidated Plan. Organizations engaged in these efforts but not receiving CDBG or HOME funding will continue to be supported and encouraged where appropriate. City staff will also maintain coordination with local health and social service providers to advance the objectives or the Consolidated Plan and strengthen the community's overall service delivery system.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of College Station will continue coordinating planning efforts with housing providers and social service agencies by actively participating in the Brazos Valley Coalition for the Homeless, various nonprofit boards, and other community coalitions and organizations. City staff will engage regularly with stakeholders to address housing challenges and strengthen collaboration between public and private entities, helping to prevent duplication of services. Additionally, the department will participate in local community fairs and consistently provide information and resources to individuals seeking housing support, including those experiencing homelessness, those at risk of homelessness, and individuals with special needs.

City staff will also explore opportunities for direct partnerships with other agencies to help address service gaps. This includes maintaining and expanding existing agreements with local affordable housing partners to assist eligible tenant households with security deposits.

Discussion:

The goals and objectives for Program Year 2026 will be achieved through strong collaboration with community partners, ensuring residents have access to the services and resources they need. A well-coordinated institutional delivery system is essential for expanding affordable housing opportunities, delivering supportive services, and equipping individuals with the knowledge to navigate available programs. City staff will continue to engage in public processes and seek stakeholder feedback to assess the effectiveness, responsiveness, and impact of these initiatives in meeting community needs.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   For development, other forms of investment include private funding from developers and lenders and City General Funds.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The recapture provision established by the City of College Station stipulates that the entire HOME Investment, also referred to as the direct HOME subsidy, is subject to recapture. Additionally, if the home is sold at a price higher than the original purchase amount, the City shares in the net proceeds based on the percentage of the direct HOME subsidy relative to the original sales price.

   The loan is structured as shared appreciation gap financing, covering up to 30% of the sales price for down payment and closing cost assistance. This loan is interest-free, deferred, and secured by a Note and Deed of Trust. Recapture of funds is required if the property is resold, no longer maintained as a homestead, or ownership is transferred. Returned funds include the original loan amount plus a percentage of the appreciation gained.

   Repayment to the City is enforced solely from the net proceeds of the property sale or upon default, provided that a certified appraisal indicates the market value is equal to or less than the original sales price. In such cases, the City may not recover the full amount of the direct HOME subsidy provided to the homebuyer.

   Share Appreciation Example:

   A client borrowed $47,900 to purchase a $160,000 home (29.94% of the sales price) and sold the home three years later for $189,500, 29.94% of the appreciation accrued would be due back to the City along with the original $47,900 borrowed. In this case, $7,701 in appreciation was realized, so 29.94% and the original loan amount would be due back ($2,305 + $47,900 = $50,205).

   Recaptured funds will be reinvested into HOME-eligible activities.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The HOME regulations outlined in 24 CFR 92.254(a)(4) establish the required affordability period for all HOME-assisted homebuyer housing. Under the recapture option, this period is determined based on the amount of direct HOME subsidy provided to the homebuyer to facilitate the purchase of the unit. The minimum affordability periods are as follows:

If the total direct subsidy in the unit is:	**The period of affordability is:**
Under $15,000	5 years
Between $15,000 and $40,000	10 years
Over $40,000	15 years

   The City has adopted a policy under the recapture provisions stating that the affordability period for the direct subsidy is indefinite, meaning the affordability requirement remains in effect for the duration of the agreement.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City does not plan to use HOME funds to refinance existing debt secured by multifamily housing undergoing rehabilitation with HOME assistance. Additionally, these funds will not be used to refinance multifamily loans originated or insured under any federal programs.

   The City has established policies and procedures to effectively manage the CDBG and HOME grant programs. Internal review and monitoring of subrecipients are essential to ensuring that the goals and objectives outlined in this plan are successfully achieved.

   Eligible applicants for the HOME program are households earning at or below 80% of the Area Median Income (AMI), based on household size, with specific restrictions depending on the HOME-funded project. For example, rental activities require that at the time of initial occupancy, a tenant household's income does not exceed 60% of AMI.

   The City accepts housing program applications – including down payment assistance and homeowner rehabilitation – on a rolling basis throughout the year, provided applicants meet all eligibility requirements. If program funds are fully allocated within a given program year, the City maintains a waitlist of eligible applicants until additional funding becomes available. All housing program applications and requirements are accessible at the City's physical office location (1101 Texas Ave., College Station) and online at www.cstx.gov.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   n/a

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   n/a

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   n/a

The City of College Station leverages private funding, lender contributions, and City General Funds to support housing development beyond the activities outlined in 24 CFR 92.205. HOME funds used for homebuyer assistance are subject to recapture requirements, ensuring long-term affordability through shared appreciation provisions and affordability periods determined by the amount of direct subsidy provided. Any funds recaptured are reinvested into HOME-eligible activities.

Appendix

2026-2027 Annual Action Plan

This appendix includes data collected through outreach efforts conducted by City staff to support the development of the 2026-2027 Annual Action Plan. All public comments from the surveys and other outreach efforts are presented exactly as submitted, without any grammatical edits. This information plays an important role in guiding staff decisions related to programs, goals, and budget allocations.

Outreach Efforts

2026-2027 Annual Action Plan Development

Date	Type of Outreach	Publisher	Intent/Purpose
2/1/2026 – 3/1/2026	Nonprofit Clients Needs and Service Gap Survey	City of College Station	The Nonprofit Clients Needs and Service Gap Survey is used to identify the needs, barriers, and service gaps impacting low-to moderate- income residents.
2/27/2026	Public Notice	La Voz Hispana	A public notice was published in *La Voz Hispana*, the local Spanish-language online newspaper, inviting the community to attend the March 17 Public Hearing. This outreach ensured that all interested parties were informed of the hearing and had the opportunity to participate.
3/1/2026-3/17/2026	TV Announcement Channel 19	City of College Station	An advertisement was broadcast on the City's TV channel to invite the public to participate in the March 17th Public Hearing.
3/2/2026-4/15/2026	General Public Survey	City of College Station	Public survey designed to identify the needs, barriers, and service gaps experienced by low-to moderate-income residents.
3/3/2026	Public Notice	The Eagle	A public notice was published in The Eagle, the local newspaper, inviting the community to attend the March 17th Public Hearing and ensuring all interested parties were informed and able to participate.
3/12/2026	United Way Community Digest	United Way of the Brazos Valley	Invite stakeholders to complete General Public Survey addressing the needs,

			barriers, and service gaps for LMI residents.
3/17/2026	Public Hearing	N/A	A Public Hearing was conducted to gather input for the development of the 2026-2027 Annual Action Plan.
3/27/2026	Radio Interview	WTAW	A radio interview was conducted at a local news talk station to inform the community that public input was being sought for the development of the Annual Action Plan.
4/6/2026	Neighborhood News	City of College Station.	Invite stakeholders to complete General Public Survey addressing the needs, barriers, and service gaps for LMI residents.
5/26/2026	Public Notice	The Eagle	A public notice was published in The Eagle, the local newspaper, inviting the community to attend the June 11th Public Hearing and ensure that all interested parties were informed and able to participate.
	Public Notice	La Voz Hispana	A public notice was published in *La Voz Hispana*, the local Spanish-language online newspaper, inviting the community to attend the June 11th Public Hearing. This outreach ensured that all interested parties were informed of the hearing and had the opportunity to participate.
5/26/2026	Public Notice	City of College Station	A public notice was posted on the City of College Station website. The public notice included the draft budget and an invitation to attend the June 11th Public Hearing.
6/11/2026	Public Hearing	City of College Station	A public hearing was held in conjunction with the regular City Council meeting. The intent of the public hearing was to present the draft Action Plan and budget to Council and the general public.
6/11/2026-7/13/2026	30 Day Comment Period	City of College Station	The draft Action Plan was released for the 30-day Public Comment Period.

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Public Notice

The City of College Station Community Development Division will conduct a public hearing on Tuesday, March 17, 2026, 6 p.m., in the Council Chambers at City Hall (1101 Texas Ave, College Station, 77840).

The public hearing will include of a presentation regarding the allowed use of Community Development Block Grant (CDBG) and the HOME Investment Partnership Grant (HOME) funds received annually from the U.S. Department of Housing and Urban Development and information on the Fair Housing Plan and compliance with the National Fair Housing Alliance.

Citizens are encouraged to attend this public hearing and provide input for the City's use of the 2026-2027 CDBG and HOME grant funds. Funds must be used to meet one of three National Objectives:

1. Benefit low-to moderate-income individuals
2. Eliminate slum or blight
3. Meet an urgent community need

AGENDA

I. Call to Order

II. Presentation, discussion, and possible action regarding the federal requirements and eligible use of the Community Development Block Grant & HOME Investment Partnership Program Grant

III. Presentation, discussion, and possible action regarding the local Fair Housing Plan and compliance with the National Fair Housing Alliance

IV. Hear Visitors/Citizen Input

V. Adjourn

For more information, please contact the City of College Station Community Development office at 979-764-3488 or rwhitwell@cstx.gov .

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. El servicio de intérprete en Español deben hacerse 48 horas antes de junta. Por favor, llame a la oficina de Community Development (Desarrollo de Comunidad) al 979-764-3778.

March 3, 2026

COL11083

The Eagle

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

The Eagle
1729 Briarcrest Dr
(979) 776-4444

I, Yuade Moore, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Eagle, a newspaper published in Bryan, Brazos County, Texas, and generally circulated in Brazos, Burleson, Grimes, Lee, Leon, Madison, Milam and Robertson Counties, the paper complies with Subchapter C, Chapter 2051 of the Texas Government Code and that the notice, a copy of which is hereto attached, was published in said newspaper on the following named dates:

March. 3 2026

The First Insertion being given Mar. 3, 2026

PUBLICATION FEE: $142.83

Yuade Moore
Agent

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

VERIFICATION

State of New Jersey
County of Camden

Signed or attested before me on this: 03/04/2026

Notary Public
Notarized remotely online using communication technology via Proof.

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March 3, 2026

COL11083

Aviso Público

El Comité Consultivo de Desarrollo Comunitario (CDAC) de la ciudad de Bryan realizará presentaciones y dos audiencias públicas el **jueves 19 de marzo del 2026 a las 6:00 p.m. en la Sala del Consejo del Edificio de Oficinas Municipales de Bryan, 300 S. Texas, Bryan, TX, 77803**. Se llevará a cabo una audiencia pública sobre los programas de Subvención para el Desarrollo Comunitario (CDBG) y la Subvención de Alianzas de Inversión (HOME), que la ciudad recibe del Departamento de Vivienda y Desarrollo Urbano de EE. UU. (HUD), y el desarrollo del Plan de Acción Anual (AAP) 2026. Se llevará a cabo una segunda audiencia pública sobre el Plan de Vivienda Justa/Plan de Mercadotecnia Afirmativa de la ciudad. Se documentarán los comentarios públicos de ambas audiencias públicas. La agenda oficial de esta reunión estará disponible el 13 de marzo de 2026 y se puede ver en https://go.boarddocs.com/tx/cobtx/Board.nsf/Public

La Ciudad aún no ha sido notificada por HUD de las asignaciones de subvenciones para el año del Programa 2026, pero prevé recibir aproximadamente $919,611 dólares de CDBG y $347,844,46 dólares en fondos HOME. No menos del 70% de los fondos CDBG deben utilizarse para beneficiar a personas de ingresos bajos o moderados (LMI). En las audiencias, se pide que los ciudadanos aporten sus opiniones sobre las necesidades locales y los usos propuestos de los fondos de subvenciones CDBG y HOME. Los ciudadanos pueden comentar a través de la Encuesta de Evaluación de Necesidades 2026 hasta el 8 de abril de 2026: https://survey.zohopublic.com/zs/zpCZ2E

Los fondos CDBG/HOME deben utilizarse para cumplir al menos uno de los tres objetivos nacionales de HUD: Beneficiar a las personas LMI; eliminar barrios marginales o ruinas; o Satisfacer una necesidad urgente de la comunidad. El rendimiento del programa se evalúa en función de los tres objetivos legales básicos del HUD: Vivienda Digna; Un entorno de vida adecuado; y Oportunidades Económicas Ampliadas.

Las directrices de solicitud y propuestas para servicios públicos y/o financiación de instalaciones públicas se pueden ver en: https://www.bryantx.gov/community-development/public-services-facilities-funding/

En la reunión pública del CDAC de abril de 2026 (que se anunciará), CDAC deliberará la financiación de los programas CDBG y HOME. Una reunión pública final del CDAC en junio de 2026 (que se anunciará) sobre AAP 2026 iniciará un periodo de comentarios públicos de 30 días. El CDAC revisará el plan de la AAP, llevará a cabo audiencias públicas y hará recomendaciones al Consejo Municipal. Las recomendaciones de financiación del CDAC y la remisión del AAP 2026 serán luego enviadas al Consejo Municipal de Bryan para su acción en la reunión del Consejo Municipal de julio de 2026 que se anunciará. Condicionados a la aprobación del Consejo Municipal y HUD para el AAP 2026, los fondos del Año del Programa 2026 estarán disponibles para su uso a partir del 1 de octubre de 2026.

Información adicional
PARA INFORMACIÓN SOBRE INTERPRETACIÓN EN LENGUA DE SIGNOS, TDD U OTRA INFORMACIÓN SOBRE TRADUCCIÓN O ACCESIBILIDAD, POR FAVOR CONTACTE LA OFICINA DE LA SECRETARIA DE LA CIUDAD DE BRYAN AL 979-209-5002 POR LO MENOS 48 HORAS ANTES DE LA HORA PROGRAMADA DE LA REUNIÓN PARA QUE SU SOLICITUD PUEDA SER ATENDIDA

Aviso Público

El Departamento de Desarrollo Comunitario de la Ciudad de College Station llevará acabo una audiencia pública el martes 17 de marzo 2026 a las 6 p.m., en la sala Bush 4141 del ayuntamiento ubicado en el Edificio Municipal de College Station (1101 Texas Ave, College Station, 77840).

La audiencia pública incluirá una presentación sobre el uso permitido para la Subvención para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) y la Subvención de Asociaciones de Inversión (HOME, por sus siglas en inglés), que la ciudad recibe anualmente del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos HUD, por sus siglas en ingles), e información sobre el Plan de Vivienda Justa y respect al cumplimiento de la Alianza Nacional de Vivienda Justa.

Se les pide a los ciudadanos que asistan a esta audiencia pública y den sus opiniones sobre el uso que la ciudad dará a los fondos de las subvenciones CDBG y HOME para el período 2026-2027.

Los fondos deben utilizarse para cumplir uno de los tres objetivos nacionales:

1. Beneficiar a personas de ingresos bajos a medianos.

2. Eliminar los barrios marginales o las zonas deterioradas.

3. Satisfacer una necesidad urgente de la comunidad.

AGENDA
I. Llamada al orden
II. Presentación, discusión y posible decisión sobre los requisitos federales y el uso elegible de la Subvención en Bloque para el Desarrollo Comunitario (CDBG) y la Subvención del Programa de Asociaciones de Inversión (HOME)
III. Presentación, discusión y posible decisión sobre el Plan Local de Vivienda Justa respecto a el cumplimiento de los requisitos de la Alianza Nacional para la Vivienda Justa
IV. Escuchar de los visitantes y ciudadanos
V. Clausura de la sesión

Para obtener más información, comuníquese con la oficina de Desarrollo Comunitario de la ciudad de College Station al 979-764-3488 o por correo electrónico a rwhitwell@cstx.gov .

Este edificio es accesible para personas en silla de ruedas. Se les pide a las personas con discapacidades que planean asistir a esta reunión y que necesiten adaptaciones, ayudas técnicas o servicios como intérpretes, lectores o material impreso en letra grande que se pongan en contacto con la Oficina de la Secretaria Municipal al(979) 764-3541, TDD at 1-800-735-2989, o por correo electrónico adaassistance@cstx.gov al menos dos días hábiles antes de la reunión para que se puedan realizar los preparativos adecuados. Si la ciudad no recibe la notificación con al menos dos días hábiles de antemano, se hará un esfuerzo razonable de lo possible para proporcionar las adaptaciones necesarias. El servicio de intérprete en Español debe hacerse 48 horas antes de la junta. Por favor, llame a la oficina de Desarrollo de Comunidad (Community Development) al 979-764-3778.

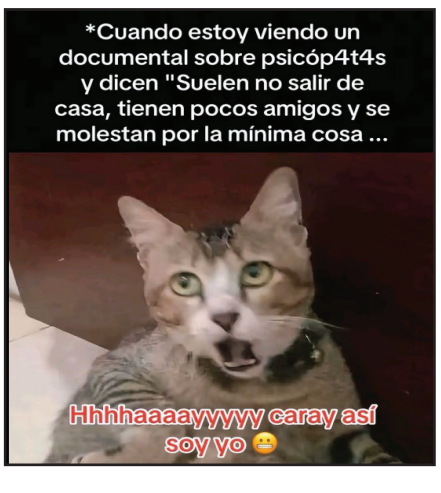
Chistes













Sociales



Carlos y Alejandra celebraron su enlace matrimonial el sábado 21 de Febrero, 2026 ¡Muchas Felicidades!



The Eagle

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LEGALS AND PUBLIC NOTICE: BryanCollege.Legals@lee.net **Call:** 979-731-4646
OBITUARIES: obits@theeagle.com **Call:** 979-731-4730
CLASSIFIEDS: BCSClassifieds@lee.net **Call:** 979-776-7355
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LEGAL NOTICES

Public Notice
City of College Station community services Department

Proposed 2026 Annual Action Plan and Budget, Notice of 30-Day Comment Period,
and
Notice of Public Hearing

The City of College Station is an entitlement community with the U. S. Department of Housing and Urban Development (HUD). As an entitlement community, the City annually receives Community Development Block Grant and HOME Investment Partnership Grant funds. As required, the City of College Station Community Services Department has prepared a proposed Program Year 2026 Annual Action Plan (PY26 AAP), and FY 2027 Community Development Budget (FY27 Budget).

The Plan was developed through a community participation process and includes a Community Needs Assessment, Housing Market Analysis, and 1-Year Strategic Plan. The PY26 Annual Action Plan (PY2026 AAP) ensures compliance with the goals and objectives of the proposed Plan, identifies programs and projects that will be implemented, and outlines the budget for the period of October 1, 2026 – September 30, 2027. City Council approved plans are due to HUD by August 16, 2026.

The City of College Station has developed goals to address locally identified needs in the following areas:

- Rental Housing
- Owner Housing
- Homeownership
- Homelessness
- Special Needs
- Public Services
- Public Facilities

Community Development Block Grant (CDBG)
B-26-MC-48-0007
The FY 2027 CDBG allocation for the City of College Station is $1,236,870. The three National Objectives for the use of CDBG Grant funds are: 1) Benefit Low/Moderate Income Persons; 2) Prevent or Eliminate Slum and Blight; 3) Meet an Urgent Community Need.

Proposed CDBG Projects

1) Owner Housing- Rehabilitation/Reconstruction: $113,601.33
2) Public Facilities: $721,676.65
3) Public Services- $211,180.50
   - Twin City Mission: $50,000
   - Big Brothers Big Sisters: $35,000
   - United Way of the Brazos Valley: $25,000
   - Unlimited Potential: $25,000
   - The Salvation Army: $25,000
   - Catholic Charities of Central Texas: $20,100
   - COCS PD Victim Services: $30,000
4) Section 108 Loan Financing Activities -$114,037.52
5) Program Administration and Compliance: $247,374.00

HOME Investment Partnership Grant (HOME)
M-26-MC-48-0219
The purpose of the HOME program is to increase the availability of affordable housing. Grant funds are used with the following goals in mind: 1) Expand the supply of decent, safe and sanitary housing; 2) Improve the community's ability to design and implement strategies to achieve an adequate supply of decent, affordable housing; 3) Encourage public-private partnerships to address affordable housing needs. The City of College Station will receive $511,237.89 in HOME funds for the FY27. It is required that all of the funds be used to primarily benefit the low- and moderate-income populations.

PROPOSED HOME PROJECTS

1) Rental Housing Rehabilitation - $238,586.42
2) Homeownership – Down Payment Assistance - $221,527.68
3) Administration - $51,123.79
4) TBRA – Security Deposit - $14,400.00
5) Homeowner Acquisition – Rehabilitation - $50,000.00

Notice of Public Hearing and Public Comment Period

A Public Hearing was held on March 17, 2026, to obtain citizen input concerning goals and objectives, community needs, and fair housing needs for developing the 2026 Annual Action Plan. The City of College Station CDBG Public Service Agency Funding Review Committee, which reviewed applications for public service agency funding, held public meetings between March and May 2026.

A Public Hearing will be held in conjunction with the Council Regular Meeting, on June 11, 2026, at 6 pm in Council Chambers, 1101 Texas Avenue to present the proposed 2026 Annual Action Plan, and FY27 Budget. The City Council will consider final approval of the 2026 Annual Action Plan, on July 23, 2026.

Copies of the 2026 Annual Action Plan can be reviewed during regular office hours, which are 8 a.m. to 5 p.m. Monday through Friday, at the Planning and Development Services office (1101 Texas Ave., at the City Secretary's office (1101 Texas Avenue), or at the College Station Public Library beginning June 11, 2026. The proposed plans will also be available for review on the Community Development home page on the City's website at https://www.cstx.gov/departments___city_hall/commserv/development/publications beginning June 11, 2026.

Comments regarding the 2026 Annual Action Plan and FY27 Budget may be submitted in writing to the Planning and Development Services Department, City of College Station, P.O. Box 9960, College Station, Texas 77842. E-mail responses may be directed to rwhitwell@cstx.gov . Comments by telephone may be directed to (979) 764-3778. Comments will be accepted until 5 p.m. on July 13, 2026.

Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov .

Peticiones para servicios interpretativos espa ñ óles tienen que ser hechos 48 horas antes de la reuni ó n. Para hacer preparaciones llame a (979) 764-3778.
May 26, 2026
COL11333

LEGAL NOTICE
Application has been made with the Texas Alcoholic Beverage Commission for a

NOTICE TO BIDDERS
Sealed bids will be received by the Brazos County Purchasing Office in the Brazos County Administration Building, 200 South Texas. Ave., Ste. 352, Bryan, Texas, prior to 2:00 P.M., Tuesday, June 30, 2026 at which time bids will be publicly opened and read aloud. Bids and all subsequent addendums may be obtained by

LEGAL NOTICES

Public Notice

The City of Bryan's Community Development Advisory Committee (CDAC) will conduct two public hearings on June 11, 2026 at 6:00 p.m. at the Bryan Municipal Office, Council Chambers, 300 S. Texas, Bryan, TX 77803. Comments will be recorded. The first is on the Draft 2026 Annual Action Plan (AAP), which recommends projects and programs using Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds from the U.S. Dept. of Housing and Urban Development (HUD). The second is on the Fair Housing /Affirmative Marketing Plan. **A 30-day public review and comment period for the AAP will occur from June 12, 2026 through July 13, 2026.** The 2026 AAP will be submitted to the Bryan City Council for action at its tentatively scheduled July 14, 2026 meeting, and to HUD no later than August 16, 2026. Project funding to be available October 1, 2026.
Drafts of the 2026 AAP will be available to view online at https://www.bryantx.gov/community-development , or in person at the City of Bryan Development Center at 200 E. 29th St., Bryan, TX (office hours 8:00 a.m. - 5:00 p.m., Monday – Friday), the Clara B. Mounce Public Library, 201 E. 26th Street, Bryan, Texas 77803, or Bryan Municipal Office Building during business hours. Citizens may also comment at the hearings or by mail to the Bryan Community Development (CD) Dept., P.O. Box 1000, Bryan, TX 77805, by calling (979) 209-5175, or by emailing at communitydevelopmentweb@bryantx.gov .
It is anticipated that Bryan will receive about $879,263 of CDBG and $365,951.30 of HOME funds in PY2026. An estimated $40,000 of CDBG and $70,000 of HOME program income will be available from project loan repayments. Not less than 70% of funds will benefit low- and moderate-income (LMI) persons for CDBG and will address at least one of HUD's National Objectives: benefit low- to moderate-income individuals; eliminate slum or blight; meet an urgent community need. Program performance is evaluated against HUD's three basic Statutory Goals: decent housing; a suitable living environment; expanded economic opportunities. The 2026 AAP proposes the following projects.

CDBG Funding

Program	Recommended Allocation
Homeowner Housing Assistance Program (Rehabilitation/Minor Repair/Voluntary Demolition)	$558,161
Economic Development Assistance (Low to Moderate-Income Business/Job Creation)	$75,000
Public Service Agency	$110,250
Administration / Grant Compliance	$175,852
Total	**$919,263**

HOME Funding

Program	Recommended Allocation
Homeowner Housing Assistance Program (Rehabilitation/Reconstruction)	$272,463.47
Acquisition / Homebuyer Assistance	$72,000
Community Housing Development Organizations (CHDO)	$54,892.70
Administration / Grant Compliance	$36,595.13
Total	**$435,951.30**

FOR INFORMATION ON SIGN LANGUAGE INTERPRETATION, TDD OR OTHER TRANSLATION OR ACCESSIBILITY INFORMATION, PLEASE CONTACT THE CITY OF BRYAN CITY SECRETARY'S OFFICE AT (979) 209-5002, AT LEAST TWO BUSINESS DAYS BEFORE THE SCHEDULED TIME OF THE MEETING IN ORDER THAT YOUR REQUEST MAY BE ACCOMMODATED.

Para información en la interpretación de lenguaje por señas, TDD o otra información de traducción o accesibilidad, por favor contacte la Oficina de la Secretaria de la Ciudad de Bryan al (979) 209-5002 por lo menos dos días hábiles antes del tiempo planificado de la reunión para que su petición pueda ser acomodada.
May 26, 2026
COL11342

NOTICE OF SHERIFF'S SALE

By virtue of a certain Writ of Execution issued by the Clerk of the District Court of Brazos County, Texas, on the **1 st** day of **May, 2026** , in a certain cause numbered **25-002741-CV-CCL2** wherein **Richard H. Lowe** as Plaintiff, **Dan Edward Simpton and Stampede Conversions, INC,** as Defendant, in favor of said Plaintiff, for the sum of **$136,235.14** , after credits, together with all costs of suit and interest, that being the judgment recovered by the said Plaintiff. on the **17 th** day of **February, 2026** .

I, Wayne Dicky, Sheriff of Brazos County, Texas on the **18 th** day of **May, 2026** , at or about **12:00 P.M** ., have levied upon, and will, on the **7 th** day of **July, 2026** at **10:00 A.M** ., at the Courthouse Door of Brazos County in the City of Bryan, Texas within legal hours, proceed to sell for cash to the highest bidder. all of the right, title and interest of the Defendant, **Dan Edward Simpton** , in and to the following described property, levied upon as the property of the Petitioner, to wit:

1. All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being **Brazos Central Appraisal District Property ID 107649**
   Street Address : 751 Rock Bottom Rd (PVT) Navasota, TX 77868
   Legal Description, As Listed in the Judgment: Rock Bottom Ranch, Block 1, Lot 2, Acres 6.09

The above sale to be made by me to satisfy the above-described judgment for **$136,235.14** in favor of the Plaintiff, plus any publication fees, together with the costs of said suit, plus interest, and the proceeds applied to the satisfaction thereof.

WITNESS MY HAND this the **18th** day of **May, 2026** .

Wayne Dicky, Sheriff
Brazos County, Texas
by Shane Moynihan, Deputy Sheriff

May 26, June 2, 9, 2026
COL11341

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Russell Brent Hooks, Deceased, were issued on May 7, 2026, in Cause No. 20135-PC, pending in the County Court At Law No. Two (2) of Brazos County, Texas, to:
Richard Scott Hooks, Independent Administrator of the Estate.
All persons having claims against this Estate are required to present them within the time and in the manner prescribed by law.
Claims should be addressed to:
Richard Scott Hooks
Representative of the Estate of Russell Brent Hooks
c/o Nick M. Fusco
4444 Carter Creek Pkwy Ste 208
Bryan, Texas 77802
DATED the 20 of May, 2026.

Nick M. Fusco
State Bar No. 24093461
4444 Carter Creek Pkwy Ste 208, Bryan, Texas 77802
979-260-9911

ANNOUNCEMENTS

Auction Sales

ONLINE AUCTION
KENT TRUCKING Co.
Teague, Texas. May 16, 2026- June 1, 2026 Items selling include: **TRUCKS:** '99 Western Star Truck w/40,000 lb winch, 2009 Peterbilt Model 384, 2001 Freightliner FLR classic, 1997 Freightliner FLR120, 1982 Mack Dump Truck, 1996 International dump truck. **HEAVY EQUIPMENT:** 2008 JD 444J Wheel Loader, 2001 JD 310SG Extendahoe, 1979 JD Motorgrader, Raygo 304 roller. **SHOP EQUIPMENT:** Hot water pressure washer trailer system, Air compressor, Mobile engine hoist, Clevis shackles, Snap-On digital oscilloscope, Robinair refrigerant recovery system, Chains, & much more! To view the catalog, register, or begin bidding go to www.ronniegarner.com Garner & Associates, Auctioneers. Waco, Texas. General Manager Krista Henkelman (254) 315-8630

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Waiting on you
Rayfield -979-716-1630
Juanita -832-894-8068

MERCHANDISE

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Huge Collection of Antiques - Rockdale
50+ year collection of antiques/ decorative items/signs/primitive furniture/coin op. (2) one of a kind neon signs from the 1930's. Serious inquiries only. By appointment only.
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$$$$$

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I am a local collector looking to buy old U.S. coins. I will pay cash for an individual coin or an entire set. Free appraisals, with no obligation to sell.
443-909-9786

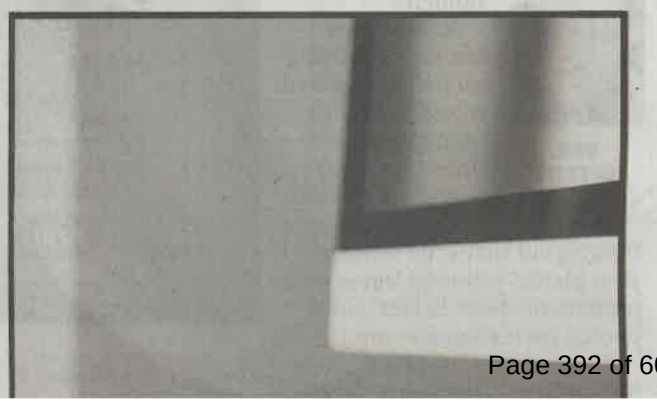
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AVISO PÚBLICO
DEPARTAMENTO DE SERVICIOS COMUNITARIOS DE LA CIUDAD DE COLLEGE STATION

Propuesta de Plan de Acción y Presupuesto Anual 2026, Aviso de Período de Comentarios de 30 Días,
y
Aviso de Audiencia Pública

La ciudad de College Station es una comunidad de derechos del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD, por sus siglas en inglés). Como comunidad de derechos, la Ciudad anualmente recibe fondos de la Subvención en Bloque para el Desarrollo Comunitario y de la Subvención de la Asociación de Inversión HOME. Como se requiere, el Departamento de Servicios Comunitarios de la Ciudad de College Station ha preparado una propuesta de Plan de Acción Anual para el Año Programático 2026 (PY26 AAP) y un Presupuesto de Desarrollo Comunitario para el Año Fiscal 2027 (FY27Budget).

El Plan fue desarrollado a través de un proceso de participación comunitaria e incluye una Evaluación de Necesidades de la Comunidad, un Análisis del Mercado de la Vivienda y un Plan Estratégico de 1 Año. El Plan de Acción Anual PY26 (PY2026 AAP) garantiza el cumplimiento de las metas y objetivos del Plan propuesto, identifica los programas y proyectos que se implementarán y delinea el presupuesto para el período del 1 de octubre de 2026 al 30 de septiembre de 2027. Los planes aprobados por el Concejo Municipal deben presentarse a HUD antes del 16 de agosto de 2026.

Subvención en Bloque para el Desarrollo Comunitario (CDBG)
B-26-MC-48-0007

La asignación de CDBG para el año fiscal 2027 para la Ciudad de College Station es de $1,236,870. Los tres Objetivos Nacionales para el uso de los fondos de la Subvención CDBG son: 1) Beneficiar a las Personas de Ingresos Bajos/Moderados; 2) Prevenir o Eliminar los Barrios Marginales y el Deterioro; 3) Satisfacer una Necesidad Urgente de la Comunidad.

Subvención de la Asociación de Inversión de HOME (HOME)
M-26-MC-48-0219

El propósito del programa HOME es aumentar la disponibilidad de viviendas asequibles. Los fondos de las subvenciones se utilizan con los siguientes objetivos en mente: 1) Ampliar la oferta de viviendas decentes, seguras e higiénicas; 2) Mejorar la capacidad de la comunidad para diseñar e implementar estrategias para lograr una oferta adecuada de viviendas decentes y asequibles; 3) Fomentar las asociaciones público-privadas para abordar las necesidades de vivienda asequible. La Ciudad de College Station recibirá $511,237.89 en fondos HOME para el año fiscal 27. Se requiere que todos los fondos se utilicen para beneficiar principalmente a las poblaciones de ingresos bajos y moderados.

AVISO DE AUDIENCIA PÚBLICA Y PERÍODO DE COMENTARIOS PÚBLICOS

El 17 de marzo de 2026 se llevó a cabo una Audiencia Pública para obtener la opinión de los ciudadanos sobre las metas y objetivos, las necesidades de la comunidad y las necesidades de vivienda justa para desarrollar el Plan de Acción Anual 2024. El Comité de Revisión de Fondos de la Agencia de Servicio Público CDBG de la Ciudad de College Station, que revisó las solicitudes de financiamiento de la agencia de servicio público llevo a cabo reuniones públicas entre marzo y mayo de 2026.

Se llevará a cabo una Audiencia Pública junto con la Reunión Ordinaria del Concejo, el 11 de Julio 2026 a las 6 pm en las Cámaras del Concejo, 1101 Texas Avenue para presentar el Plan de Acción Anual Propuesto para 2026 y el Presupuesto para el Año Fiscal 27. El Concejo Municipal considerará la última aprobación del Plan de Acción Anual 2026, el 23 de julio de 2026.

Copias del Plan de Acción Anual 2026 se pueden revisar durante el horario de oficina regular, que es de 8 a.m. a 5 p.m. de lunes a viernes, en la oficina de Desarrollo Comunitario (1101 Texas Ave), en la oficina de la Secretaria Municipal (1101 Texas Avenue) o en la Biblioteca Pública de College Station a partir del 11 de junio, 2026. Los planes propuestos también estarán disponibles para su revisión en la página del Departamento de Servicios Comunitarios en el sitio web de la Ciudad en https://www.cstx.gov/departments___city_hall/commserv/development/publications a partir del 11 de Junio, 2026.

Comentarios sobre el Plan de Acción Anual 2026, el Presupuesto para el Año Fiscal 27 pueden ser enviados por escrito al Departamento de Servicios Comunitarios, Ciudad de College Station, P.O. Box 9960, College Station, Texas 77842. Las respuestas por correo electrónico pueden dirigirse a rwhitwell@cstx.gov. Comentarios por teléfono pueden dirigirse al (979) 764-3778. Se aceptarán comentarios hasta las 5 p.m. del 13 de julio de 2026.

Cualquier solicitud de servicio de interpretación de señas debe hacerse 48 horas antes de la reunión. Para hacer arreglos llame al (979) 764-3517 o (TDD) 1-800-735-2989. Las agendas se pueden ver en www.cstx.gov.

Peticiones para servicios interpretativos al español tienen que ser hechos 48 horas antes de la reunión. Para hacer preparaciones llame al (979) 764-3778.

Sociales



Fabiola Alejandra celebró sus XV años el sábado 23 de Mayo, 2026. ¡Muchas Felicidades!



Heidi celebró sus XV años el sábado 23 de Mayo, 2026. ¡Muchas Felicidades!

Chistes

😂😂😂













ALTERNATIVE LANGUAGE
PUBLISHER'S AFFIDAVIT

STATE OF TEXAS §
COUNTY OF BRAZOS §

Before me, the undersigned notary public, on this day personally appeared

Adriana Alfaro, who being by me duly sworn, deposes
(name of person representing newspaper)

and says that (s)he is the Office Assistant of the
(title of person representing newspaper)

La Voz Hispana; that said newspaper is
(name of newspaper)

generally circulated in Brazos County, Texas and
(same county as proposed facility)

is published primarily in Spanish language; that the
(alternative language)

enclosed notice was published in said newspaper on the following date(s):

May 29th, 2026.

Subscribed and sworn to before me this the 29th day of May,

2026, by _____
(newspaper representative's signature)

(Seal)

Angelica Diaz Robledo
Notary Public in and for the State of Texas

Angelica Diaz Robledo
Print or Type Name of Notary Public

My Commission Expires 9/4/28

ANGELICA DIAZ ROBLEDO
NOTARY PUBLIC
STATE OF TEXAS
ID# 132660663
EXPIRES 9-4-2028



Community Development Block Grants

Public Notice - Proposed 2026 Annual Action Plan and Budget

View Notice of 30-Day Comment Period

(/media/lzybirls/public-notice-of-public-hearing-61126.docx)

The CDBG and HOME Programs are the Federal Government's primary programs for promoting community revitalization throughout the country, providing annual grants on a formula basis to approximately 1,000 metropolitan cities including College Station.

CDBG funds are used for a wide range of community development activities directed toward neighborhood revitalization, economic development, and improved community facilities and services. Any project obtaining CDBG funding is required by the Department of Housing and Urban Development (HUD) to meet at least one of three national objectives:

- Benefit Low- and Moderate-Income Persons
- Aid in the Prevention or Elimination of Slums or Blight
- Meet Urgent Community Development Needs

HOME funds are used - often in partnership with local non-profit groups - to fund a variety of activities that build, purchase, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to income qualified people.

Community Development Publications

(/living-here/housing/community-development-publications/)

Housing Action Plan

(https://issuu.com/cocs/docs/hap-goals-actions-strategies-citizen-participation)

Housing Assistance

(/living-here/housing/housing-assistance/)

Income Limits

(#Limits)

Public Facility Funding

Public Facility funds are used to expand, improve and/or add public facilities and infrastructure when and where needed for ignated low to moderate income areas of the city. Improvements include streets, parks, neighborhood centers, co nity centers, and sidewalk projects.

Recently funded CDBG Public Facility Projects include:

- Lincoln Center Bus Shelter
- Holleman Dr. Sidewalks
- Park Place Sidewalks
- Georgie K. Fitch Park Trail

Please refer any input you have on future public facility or infrastructure projects to the Community Development Division at (979) 764-3570 (tel:9797643570) .

Public Service Agency Funding

Federal regulations allow for up to 15% of the City's annual Community Development Block Grant to be allocated to fund local public services. The City of College Station City Council continues to support the allocation of the maximum allowable funds.

The City of College Station allocates these funds to local agencies through a competitive Request for Proposals (RFP) process. The Public Service Agency Funding Review Committee is made up of six Council appointed volunteers. The six member committee is tasked with reviewing applications from eligible programs, making site visits to the agencies, ranking the applications and finally recommending funding allocations to the City Council.

The Public Service Agency Funding Review process begins in the Winter with a pre-application workshop where any agency in the community that is interested in applying for CDBG funds is required to attend and learn more about the process. Applications are received by City staff and reviewed for eligibility. The process then takes approximately nine weeks with the committee meeting on a weekly basis in public meetings to discuss the applications and ending with a public hearing where the programs are ranked, and the committee formally adopts the funding recommendations to be made to each City Council. The committee is asked to fund no more than twelve agencies each year but can choose to fund less or more depending on the applications.

The deadline for receipt of completed applications was in March. If your organization is interested in applying for the following year, please call the Community Development Division at 979.764.3570.

Once adopted by the City Council, the recommendations are included in the City's Annual Action Plan, which is a report done to notify the Department of Housing and Urban Development (HUD) how the City proposes to spend its grant dollars in the coming year. After approval from HUD, the funds are made available to the agencies beginning October 1st. Funding is on an annual basis, and the allocated funds must be used no later than September 30th of the fiscal year. Funded agencies are required to report to each city on a quarterly basis to ensure that they are providing the services and serving the number of clients that they proposed in their application. The city staff monitors the reports and the agencies' files to ensure the accuracy of information.

Agencies applying must have or be in the process of receiving 501(c)(3) tax status from the Internal Revenue Service. Requests must be in the form of program specific operating funds which will serve primarily low and moderate income persons (at least 51%). Agencies accepting funds agree to comply with Federal Regulations 24 CFR 570 and 2 CFR Part 200.

For more information, please contact the Community Development Division at 979.764.3570.

2025 Median Income Limits

# in Household	Max Income (60%) / Max Income (80%)
1	)0 / $49,600

2 $42,480 / $56,650

3 $47,820 / $63,750

4 $53,100 / $70,800

5 $57,360 / $76,500

6 $61,620 / $82,150

7 $65,880 / $87,800

8 $70,140 / $93,500

This list supersedes all other lists of prior dates.

The left column (Household) refers to the number of people in the home. The two columns on the right refer to the maximum combined income allowed per year by HUD guidelines in order to qualify for a Community Development program at 60% and 80% of the Area Median Income (AMI). If you have questions regarding this information, please call 979.764.3570.

Source: HUD (https://www.huduser.gov/portal/datasets/il/il2017/2017summary.odn?states=%24states%24&data=2017&inputname=METRO17780M17780*College+Station-Bryan%2C+TX+MSA&stname=%24stname%24&statefp=99&year=2017&selection_type=hmfa)

Contact Us

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

Main Phone: 979.764.3500 (tel:9797643500)
(8 a.m. to 5 p.m. weekdays)

City Sites

Careers (https://www.governmentjobs.com/careers/cstx)
Sitemap (/sitemap/)
Accessibility (/your-government/accessibility/)
Privacy Policy (/privacy-policy/)

Connect

Facebook (https://www.facebook.com/cityofcollegestation) Instagram (https://www.instagram.com/cityofcollegestation/) LinkedIn (https://www.linkedin.com/company/city-of-college-station) Twitter (https://x.com/cityofcs) YouTube (https://www.youtube.com/user/cityofcollegestation)

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Community Development Block Grants

The CDBG and HOME Programs are the Federal Government's primary programs for promoting community revitalization throughout the country, providing annual grants on a formula basis to approximately 1,000 metropolitan cities including College Station.

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Take the College Station HUD Grant Funds Survey

This survey is designed to gather valuable insights on the allocation of HUD grant funds, including CDBG and HOME, to better support our community. Your responses will directly inform our decisions, ensuring that funds are used effectively to improve public facilities, public services, housing, economic development, and other essential needs. Your feedback is essential in helping the City of College Station identify and address the needs and barriers faced by our low-and-moderate-income residents.

Community Development Publications

Housing Action Plan

Housing Assistance

Income Limits

Public Facility Funding

required by law to provide essential services.

you are looking for including: child care, clothing or food, housing assistance/shelters/transportation, financial assistance and employment services and mental health services.

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Community Development Resources

- Community Development Block Grants
- Community Housing Development Organization Grants
- Health and Human Services
- Publications
- Housing Assistance

Other Resources

- Bryan-College Station Affordable Housing Resource Guide (PDF)
- Brazos Valley Affordable Housing Resource Guide (PDF)
- Homeowner's Guide to Success (PDF)

- Housing Providers
- Affordable Rental Housing
- Affordable Senior Rental Housing

Neighborhood Newsletter

Neighborhood News: April 6, 2026

City of College Station <neighborhoodservices@cstx.gov>
To Raney Whitwell

Retention Policy 4-Year Delete Policy (4 years)

If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



City Council Meeting - Thursday, April 9th

Thursday's City Council Meeting
Items of Neighborhood Interest

Follow the Meeting
City Council | Agenda Packet
Optimum Channel 19 | cstx.gov/cstv19 (live stream) | blog.cstx.gov (live blog)

The College Station City Council meets at City Hall on Thursday at 6 p.m. You can participate online through **Microsoft Teams** by entering Meeting ID 287 987 474 175 and Passcode gZw5cS. You can also call 469-480-7460 and enter Conference Number 168 564 318#.

If you wish to address the Council on a topic on the workshop or regular agenda, please register with the city secretary by 2 p.m. or call 979-764-3500 to provide your name and phone number. Written comments will be provided to the Council. During Hear Visitors, citizens may address the Council on topics not listed on the posted agenda, and Council members may ask staff to investigate the issue or place it on the agenda for a future meeting.

Pebble Creek Parkway Extension
After a public hearing, the Council will consider removing the future southward extension of Pebble Creek Parkway from the City's Comprehensive Plan by amending the Thoroughfare Plan and Bicycle, Pedestrian, and Greenways Master Plan. The eventual extension has been part of the Comprehensive Plan since 1991.

- **Cover Sheet and Background**
- **April 2 P&Z Presentation** (starts at 9:18)

Upcoming Public Engagement Opportunities for Resident Input

City Use of CDBG and HOME Grant Funds
Residents are encouraged to provide input for the City's use of Community Development Block Grant (CDBG) and HOME Investment Partnership Grants (HOME) funds via an **online survey**.

Sidewalk Connections Across the City
On **Monday, April 6th,** the City of College Station will host an open house event from 5:30 - 6:30 p.m. to discuss a number of city-wide sidewalks and shared use path projects including the following.

High priority sidewalk connections to schools where no sidewalks currently exist on either side of the street include:

- Timber Street (Oakwood Int School driveway to Park Place)
- Nueces Drive (AMCHS Driveway to Harvey Mitchell Pkwy)
- Walton Drive (Foster to Puryear and Nunn Street to Francis)
- Welsh Ave (mid-block crossing enhancements at AMCHS)
- George Bush Drive E (Dominic to University Oaks Blvd)
- Dexter Drive S (Winding Road to Haines Dr/ Gabbard Park)
- Ash St (Eisenhower St to Nimitz St)
- Foster Ave (Lincoln Ave to Walton Dr).

Share-use Path Extensions include:

- Bee Creek Tributary B Trail (trail extension from the south of Southland Street to Holleman Drive/ W.A. Tarrow Park)
- Bee Creek Trail (trail extension from the dead end at Bee Creek Park along

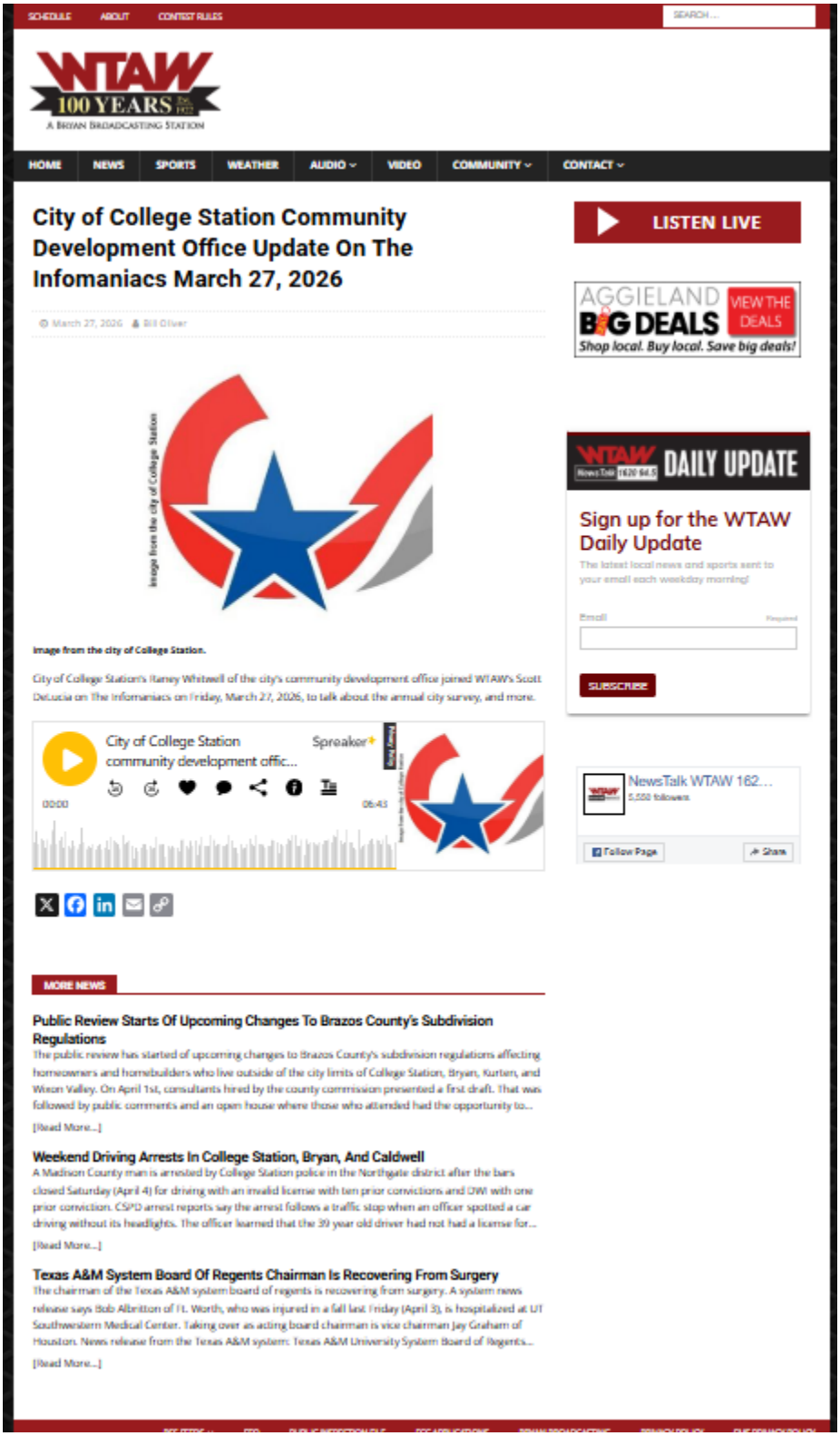
The City of College Station Community Development Division will conduct a public hearing on

Tuesday, March 17, 2026, 6 p.m.,

in the Council Chambers at City Hall
(1101 Texas Ave, College Station, 77840).

The public hearing will include of a presentation regarding the allowed use of Community Development Block Grant (CDBG) and the HOME Investment Partnership Grant (HOME) funds received annually from the U.S. Department of Housing and Urban Development .

https://wtaw.com/city-of-college-station-community-development-office-update-on-the-infomaniacs-march-27-2026/



COMMUNITY DIGEST

UNITED WAY
Brazos Valley

Thursday, March 12, 2026

UPCOMING EVENTS

City of College Station Annual Action Plan Survey

Date: March 2nd - April 15th
Time: N/A
Location: https://www.surveymonkey.com/r/D8N8T3P

This survey is designed to gather valuable insights on the allocation of HUD grant funds, including CDBG and HOME, to better support our community. Your responses will directly inform our decisions, ensuring that funds are used effectively to improve public facilities, public services, housing, economic development, and other essential needs. We appreciate your input and thank you for contributing to the well-being of our community.

For question, contact Raney Whitwell at 979-764-3488 or email at rwhitwell@cstx.gov.

Public Hearing for the 2026 Annual Action Plan - City of College Station

Date: Tuesday, March 17th
Time: 6:00 pm
Location: City of College Station City Hall, Council Chambers, 1101 Texas Ave, College Station, 77840

The public hearing will include of a presentation regarding the allowed use of Community Development Block Grant (CDBG) and the HOME Investment Partnership Grant (HOME) funds received annually from the U.S. Department of Housing and Urban Development and information on the Fair Housing Plan and compliance with the National Fair Housing Alliance.

Citizens are encouraged to attend this public hearing and provide input for the City's use of the 2026-2027 CDBG and HOME grant funds. Funds must be used to meet one of three National Objectives:

1. Benefit low-to moderate-income individuals
2. Eliminate slum or blight
3. Meet an urgent community need

For question, contact Raney Whitwell at 979-764-3488 or email at rwhitwell@cstx.gov.

Introduction to Survey Results

City staff conducted two surveys to inform planning and budget decisions for the 2026-2027 Annual Action Plan. One survey targeted nonprofit organizations serving low-to moderate-income clients to identify key needs and service gaps. The second survey, open to the general public from March 2 to April 15, 2026, received 118 responses. The findings will help align programs with community priorities.

Nonprofit Client Needs and Service Gap Survey

The following analysis highlights feedback from 30 local nonprofit organizations providing diverse services to low-and moderate-income residents. This survey aimed to uncover gaps, barriers, and unmet needs in our community's services. The insights gathered will play a crucial role in shaping the 5-Year Consolidated Plan and determining appropriate funding allocations to address these challenges effectively.

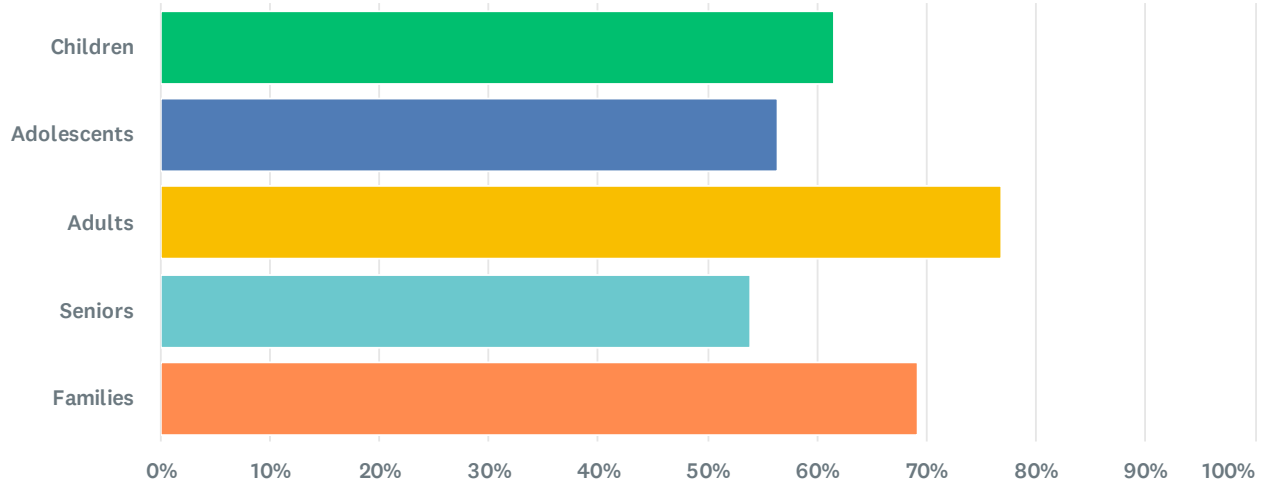
Responding Agencies/Programs

- MHMR Authority of Brazos Valley – Behavioral Health Services
- Twin City Mission Family Support Services – Self Sufficiency Education and Services
- Twin City Mission Homeless and Housing Services – Homeless and Housing Services
- Brazos County Health District – Public Health and Disease Prevention
- Legacy Consultant & Leadership Development – Empowers Underserved Youth
- Bryan Housing Authority – Low Income Housing
- Made Well Ministries – Holistic Wellness Services
- Texas A&M University – Higher education and student services
- American Red Cross – Emergency Disaster Response
- HealthPoint – Comprehensive Community Health Care
- Brazos Valley Food Bank – Food Distribution, Education, Empowerment
- College Station ISD – Public education and McKinney-Vento Services
- The Olive Branch Foundation – Substance Abuse Counseling and Assistance
- YMCA of the Brazos Valley – Recreational Activities
- Family Promise of Bryan-College Station – Homeless Family Services
- Hope Pregnancy Center of Brazos Valley – Crisis Pregnancy Services
- Voices for Children, CASA – Advocates for Children in Foster Care
- LULAC Oak Hill Apartments – Low Income Senior Housing

- Workforce Board
- United Way of the Brazos Valley – Various Community Programs
- Brazos Health Resource Center, a dept at St. Joseph Hospital – Indigent Medical Assistance
- Catholic Charities of Central Texas – Financial Assistance
- Unbound Now – Services for Trafficked Individuals
- Brazos Valley Community Action Programs – Empowers and Supports Families
- Elder – Aid
- BVCASA
- St. Vincent DePaul Furniture Ministry
- Brazos Valley Council of Government
- Brazos Maternal and Child Health Clinic -
- The Rose

Q3 What is the primary demographic of your clients? (Select all that apply)

Answered: 39 Skipped: 2

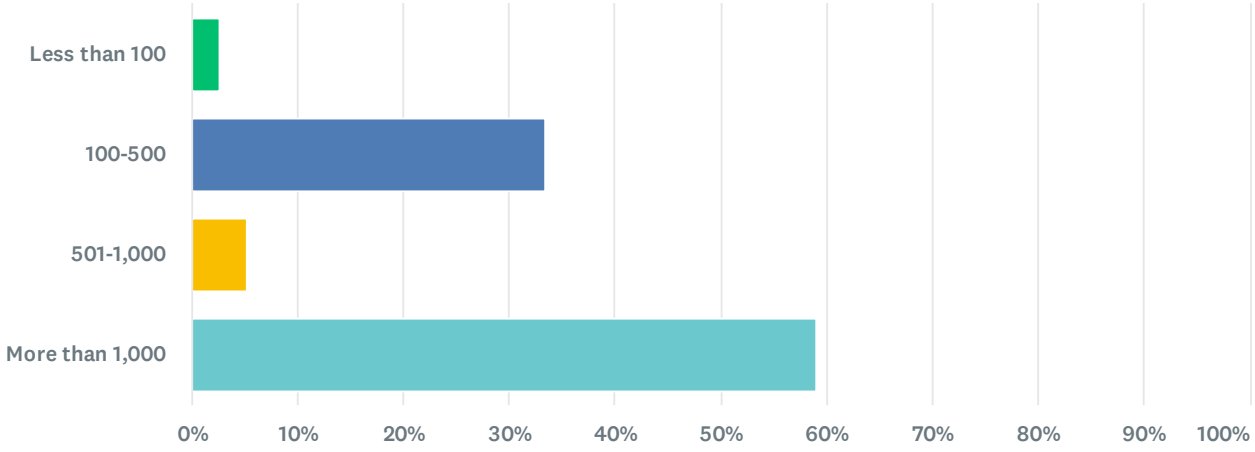


Answer Choices	Percentage	Responses
Children	61.54%	24
Adolescents	56.41%	22
Adults	76.92%	30
Seniors	53.85%	21
Families	69.23%	27
Show comments		
Total		**124**

#	OTHER (PLEASE SPECIFY)	DATE
1	Food insecure neighbors - roughly 41% children, 50% adults, 9% seniors	2/2/2026 9:24 AM

Q4 What is the estimated number of clients served annually?

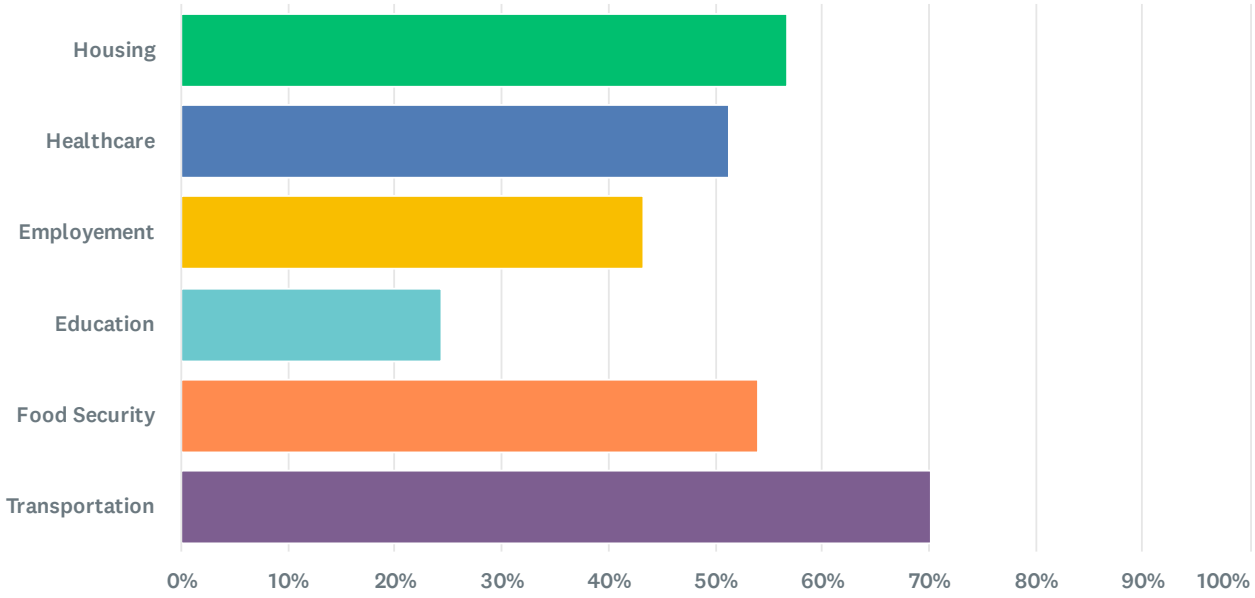
Answered: 39 Skipped: 2



Answer Choices	Percentage	Responses
Less than 100	2.56%	1
100-500	33.33%	13
501-1,000	5.13%	2
More than 1,000	58.97%	23
Total		**39**

Q5 What are the most significant gaps in services that your clients face? (Select all that apply)

Answered: 37 Skipped: 4

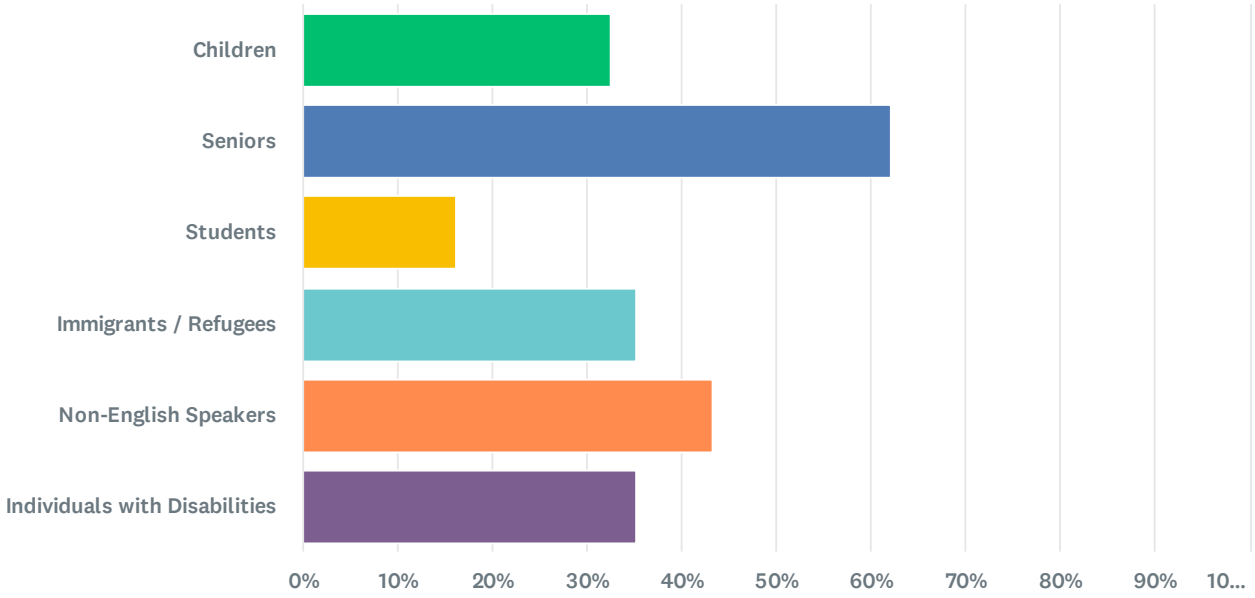


Answer Choices	Percentage	Responses
Housing	56.76%	21
Healthcare	51.35%	19
Employement	43.24%	16
Education	24.32%	9
Food Security	54.05%	20
Transportation	70.27%	26
Show comments		
Total		**111**

#	OTHER (PLEASE SPECIFY)	DATE
1	Mental Health Services	2/20/2026 2:55 PM
2	mental health services	2/20/2026 2:55 PM
3	Affordable and quality childcare programs and a facility to serve the entire family.	1/31/2026 6:36 AM
4	Obstetric services	1/30/2026 8:50 AM
5	specifically, mental health services & substance abuse treatment	1/29/2026 12:51 PM

Q6 Are there specific populations within your client base that face greater service gaps? (Select all that apply)

Answered: 37 Skipped: 4

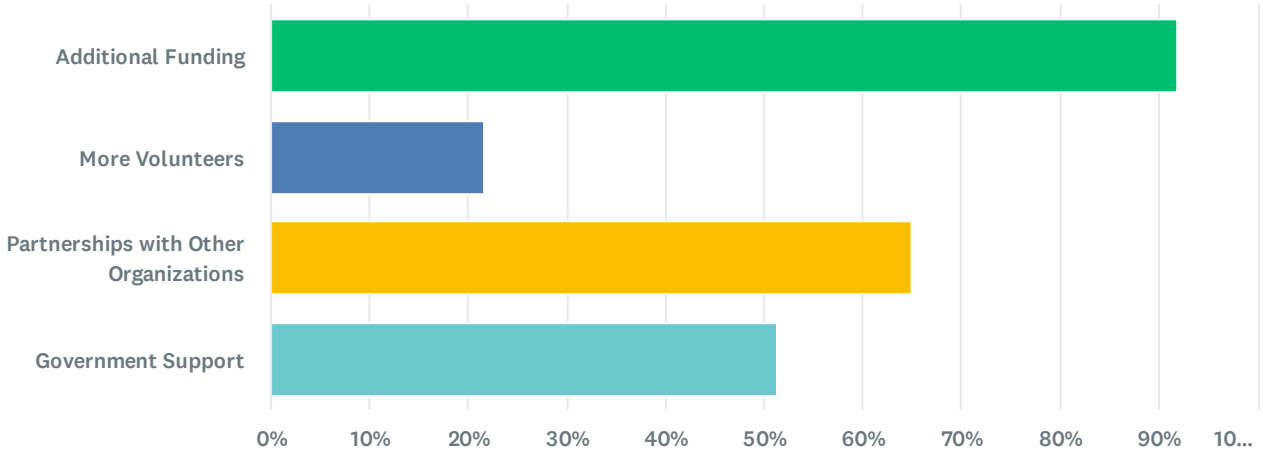


Answer Choices	Percentage	Responses
Children	32.43%	12
Seniors	62.16%	23
Students	16.22%	6
Immigrants / Refugees	35.14%	13
Non-English Speakers	43.24%	16
Individuals with Disabilities	35.14%	13
Show comments		
Total		**83**

#	OTHER (PLEASE SPECIFY)	DATE
1	NA	2/10/2026 12:39 PM
2	Each demo faces differing gaps, or for different reasons (access is an example of a barrier/gap that many pops face for different reasons)	2/2/2026 9:27 AM
3	Grandparents raiding their grandchildren	2/1/2026 9:18 AM
4	Mental Health Services	1/31/2026 4:27 PM
5	Young families	1/27/2026 1:10 PM

Q7 Are there specific resources or support that would help you address these unmet needs? (Select all that apply)

Answered: 37 Skipped: 4

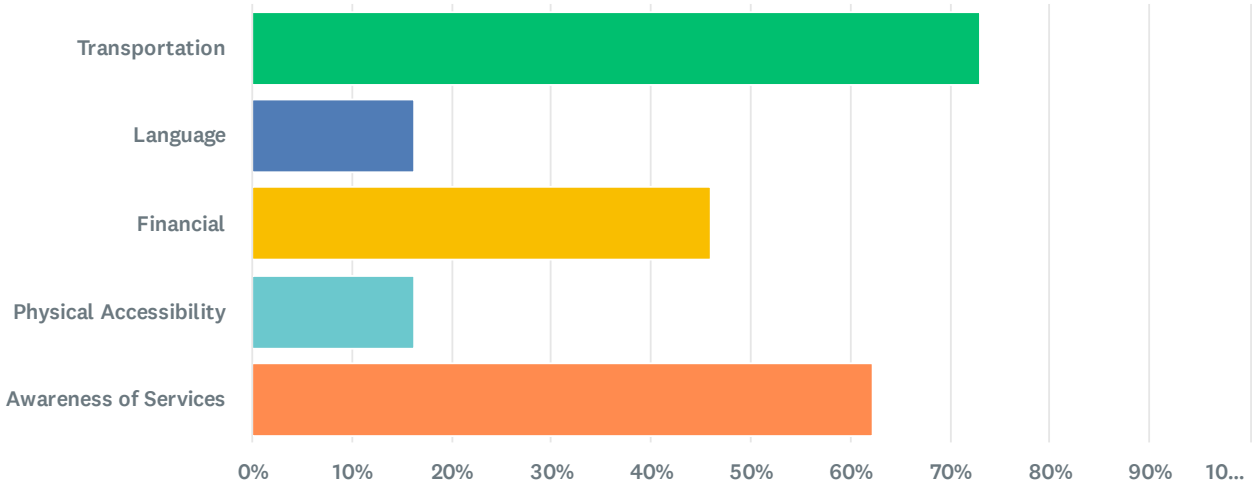


Answer Choices	Percentage	Responses
Additional Funding	91.89%	34
More Volunteers	21.62%	8
Partnerships with Other Organizations	64.86%	24
Government Support	51.35%	19
Show comments		
Total		**85**

#	OTHER (PLEASE SPECIFY)	DATE
1	Transportation	1/29/2026 11:38 AM

Q8 What barriers do your clients encounter when trying to access your services. (Select all that apply)

Answered: 37 Skipped: 4

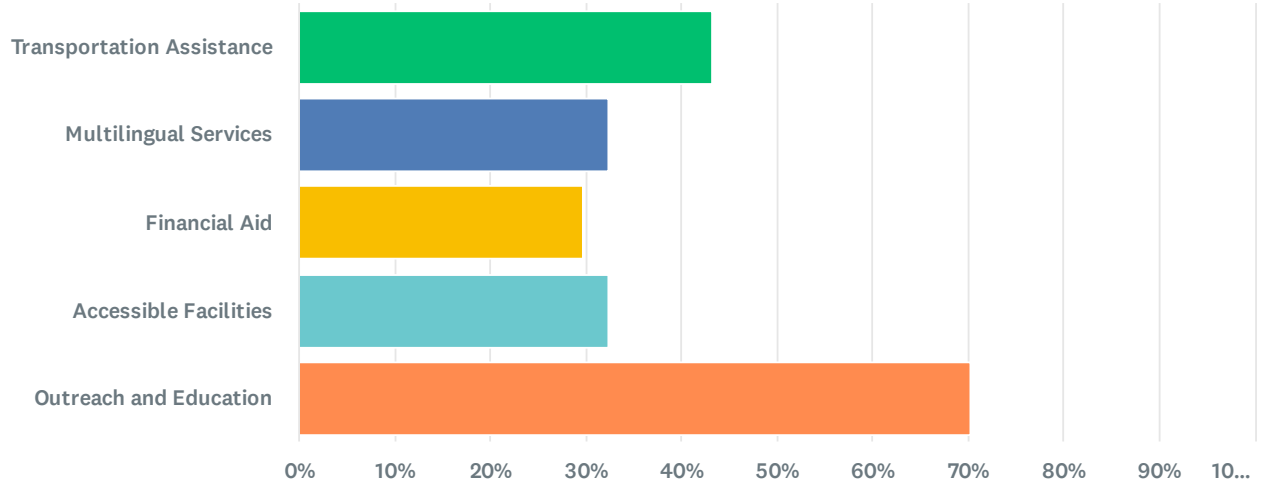


Answer Choices	Percentage	Responses
Transportation	72.97%	27
Language	16.22%	6
Financial	45.95%	17
Physical Accessibility	16.22%	6
Awareness of Services	62.16%	23
Show comments		
Total		**79**

#	OTHER (PLEASE SPECIFY)	DATE
1	Lack of services available	1/31/2026 4:28 PM
2	limited service providers in our area	1/29/2026 12:53 PM
3	Sometimes language - but not often	1/29/2026 12:01 PM

Q9 How do you currently address these barriers? (Select all that apply)

Answered: 37 Skipped: 4

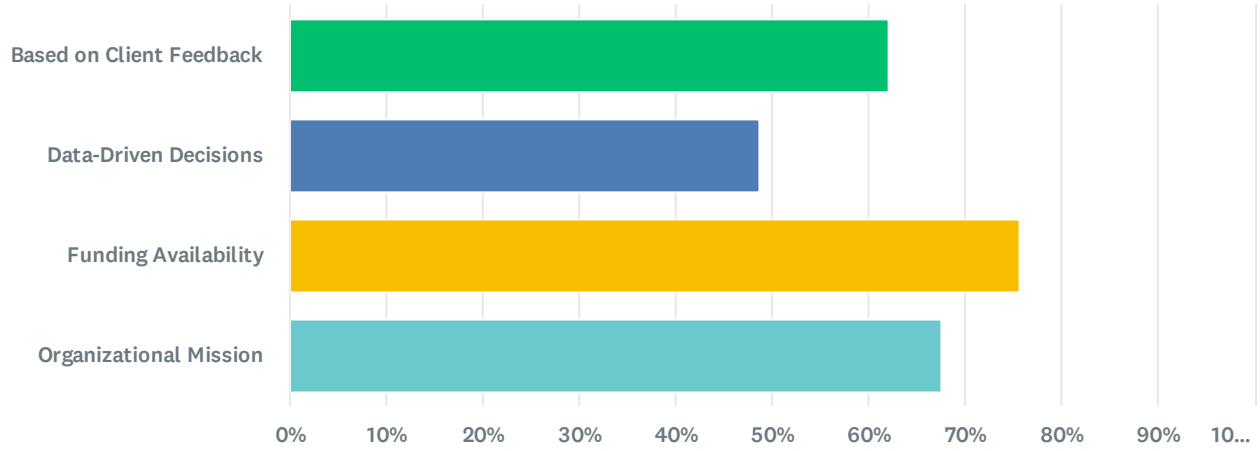


Answer Choices	Percentage	Responses
Transportation Assistance	43.24%	16
Multilingual Services	32.43%	12
Financial Aid	29.73%	11
Accessible Facilities	32.43%	12
Outreach and Education	70.27%	26
Show comments		
Total		**77**

#	OTHER (PLEASE SPECIFY)	DATE
1	Use of social media and advertising	2/10/2026 1:45 PM
2	Collaboration with organizations	1/31/2026 4:28 PM
3	free services	1/30/2026 8:51 AM
4	Refer out	1/29/2026 12:01 PM
5	Resource information to address individual needs; if household is qualified our department provides the resource	1/29/2026 10:25 AM

Q10 How do you prioritize resource allocation to address the needs of your clients?(Select all that apply)

Answered: 37 Skipped: 4

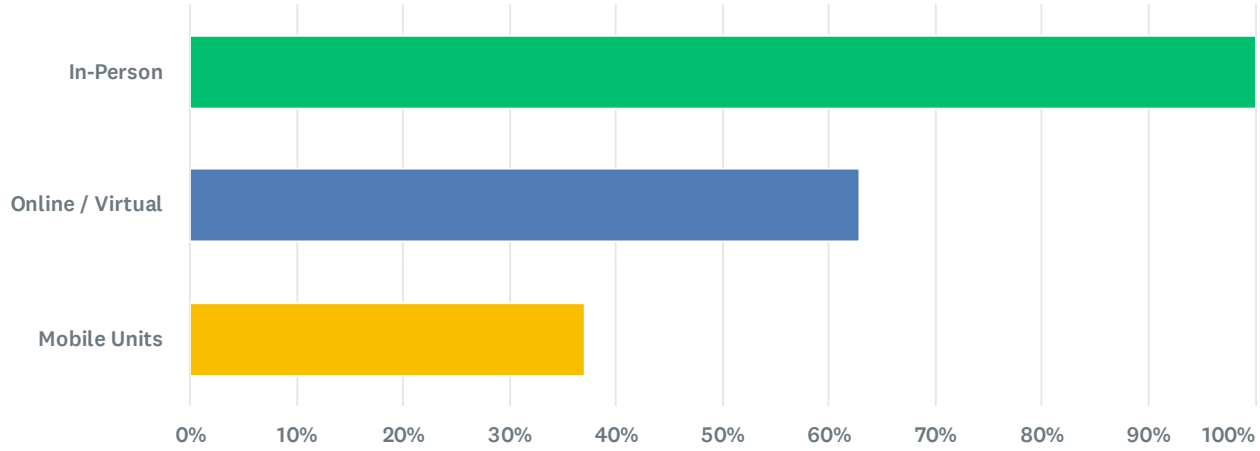


Answer Choices	Percentage	Responses
Based on Client Feedback	62.16%	23
Data-Driven Decisions	48.65%	18
Funding Availability	75.68%	28
Organizational Mission	67.57%	25
Show comments		
Total		**94**

#	OTHER (PLEASE SPECIFY)	DATE
1	Case management collaboration with local originizations, assistance is given to clients based on crisis needs assessments. We help where we can with finding available resource options.	1/31/2026 4:37 PM
2	Prioritize elderly, disabled, and children under 5.	1/27/2026 1:33 PM

Q11 What methods do you use to deliver services to your clients? (Select all that apply)

Answered: 35 Skipped: 6

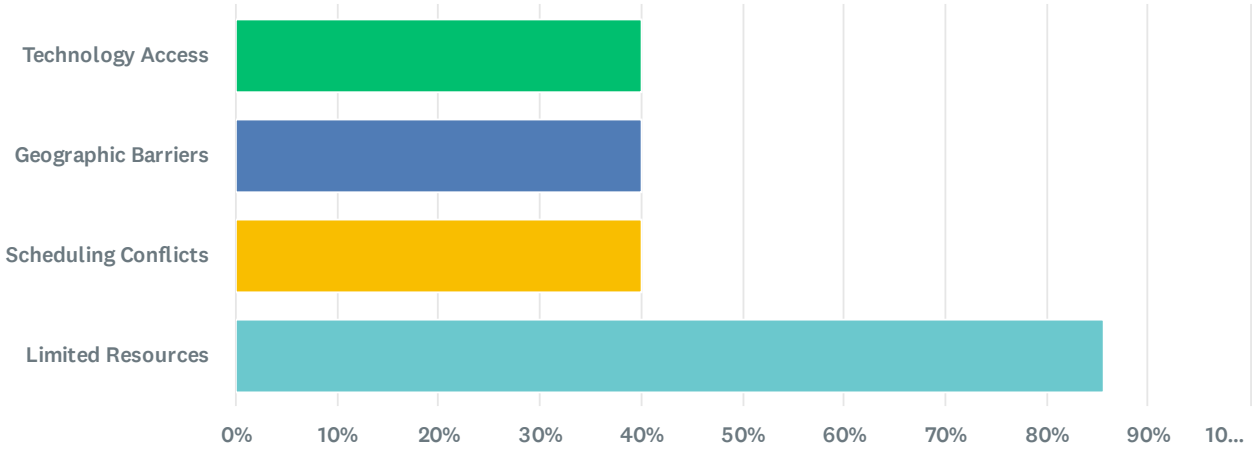


Answer Choices	Percentage	Responses
In-Person	100.00%	35
Online / Virtual	62.86%	22
Mobile Units	37.14%	13
Show comments		
Total		**70**

#	OTHER (PLEASE SPECIFY)	DATE
1	our volunteers and staff meeting with children and parents monthly in-person, virtually, phones calls and texts	1/29/2026 12:55 PM
2	we will travel throughout the 6 county region within the brazos valley including brazos, burleson, grimes, madison, robertson, and washington	1/27/2026 1:27 PM

Q12 Are there any challenges associated with these methods? (Select all that apply)

Answered: 35 Skipped: 6



Answer Choices	Percentage	Responses
Technology Access	40.00%	14
Geographic Barriers	40.00%	14
Scheduling Conflicts	40.00%	14
Limited Resources	85.71%	30
Show comments		
Total		**72**

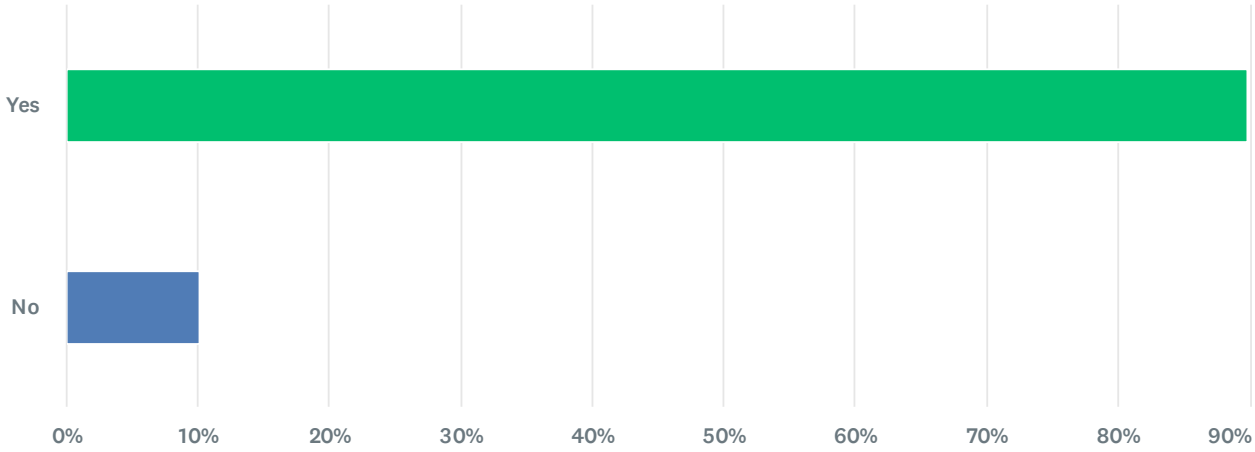
General Public Grant Funds Survey

2026-2027 Annual Action Plan

The following survey results reflect feedback from the general public, based on 118 responses. The survey was available from March 2, 2026, to April 15, 2026, and was promoted to a broad audience. These responses will help staff better understand and address needs identified by community members.

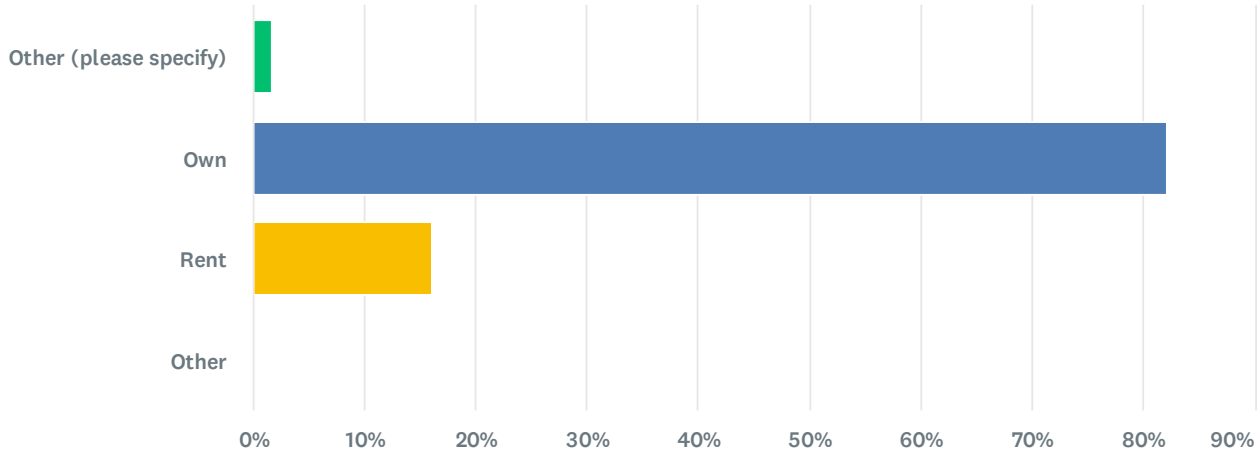
Q1 Do you reside or work within the city limits of College Station?

Answered: 118 Skipped: 0



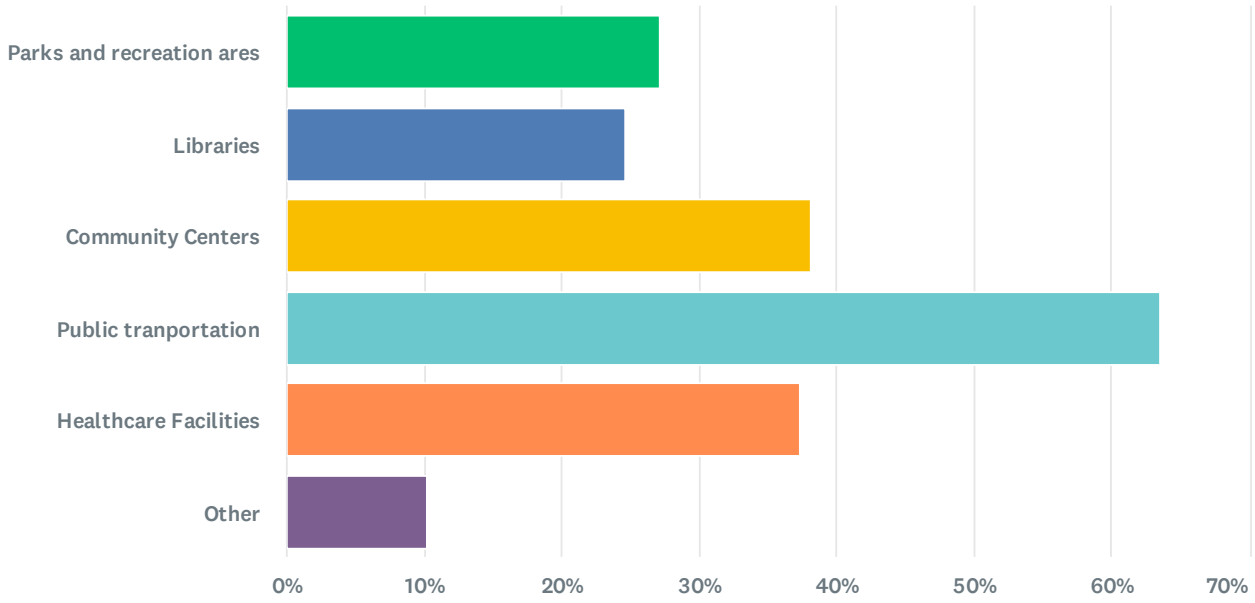
Q2 Do you own or rent you home?

Answered: 118 Skipped: 0



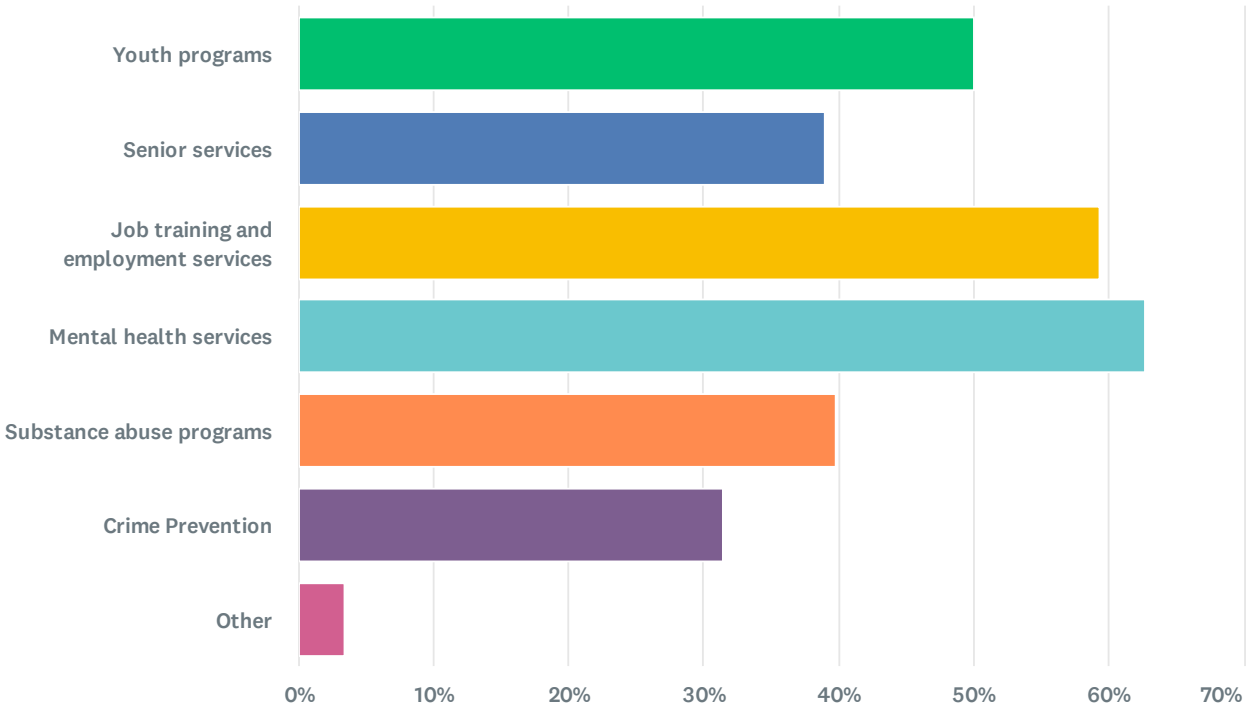
Q3 What types of public facilities are lacking in College Station that would benefit LMI residents? (Select all that apply)

Answered: 118 Skipped: 0



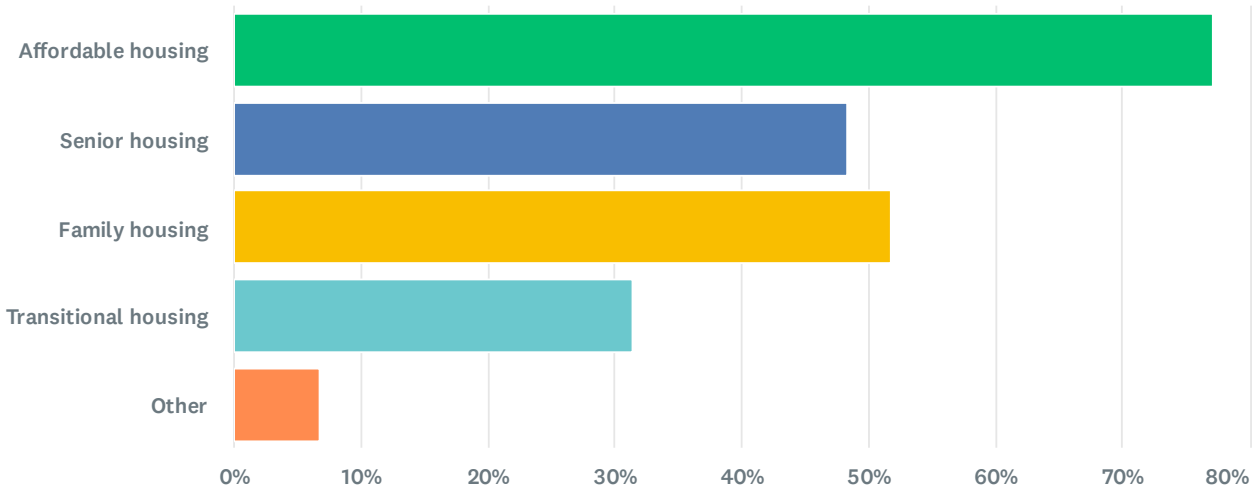
Q4 What public services are needed in College Station to assist LMI residents? (Select all that apply)

Answered: 118 Skipped: 0



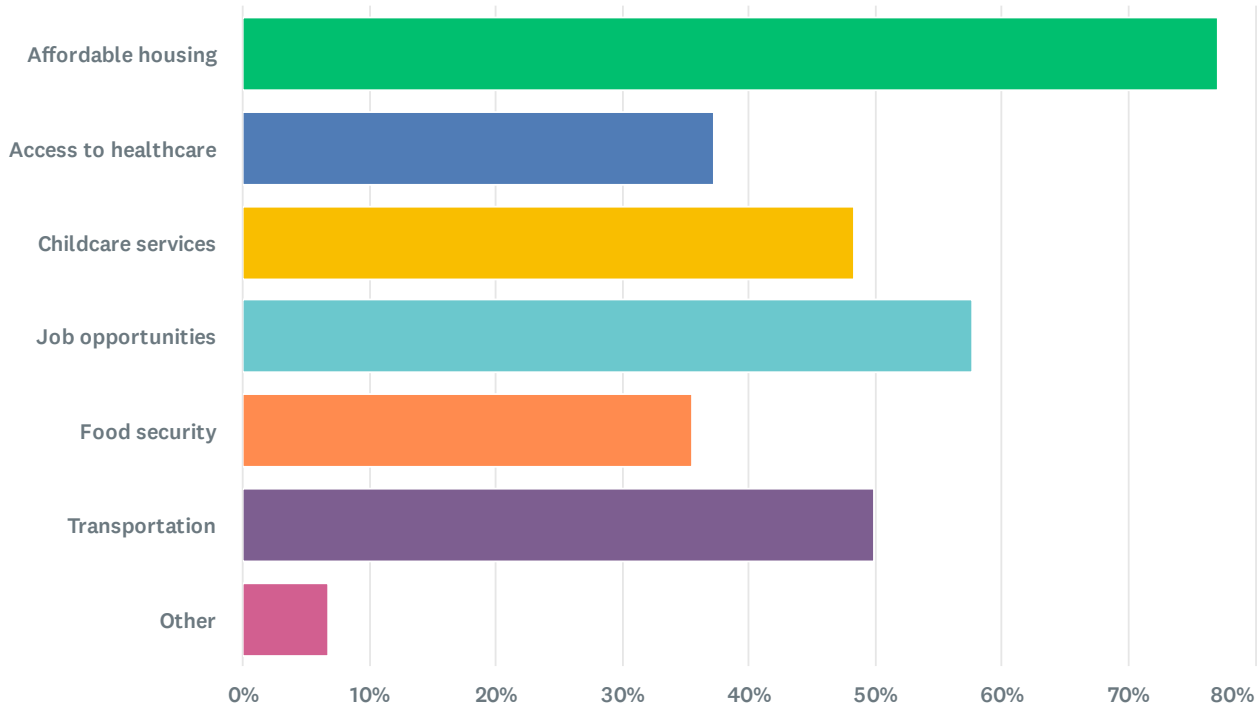
Q5 What types of housing are lacking in College Station that could help LMI residents? (Select all that apply)

Answered: 118 Skipped: 0



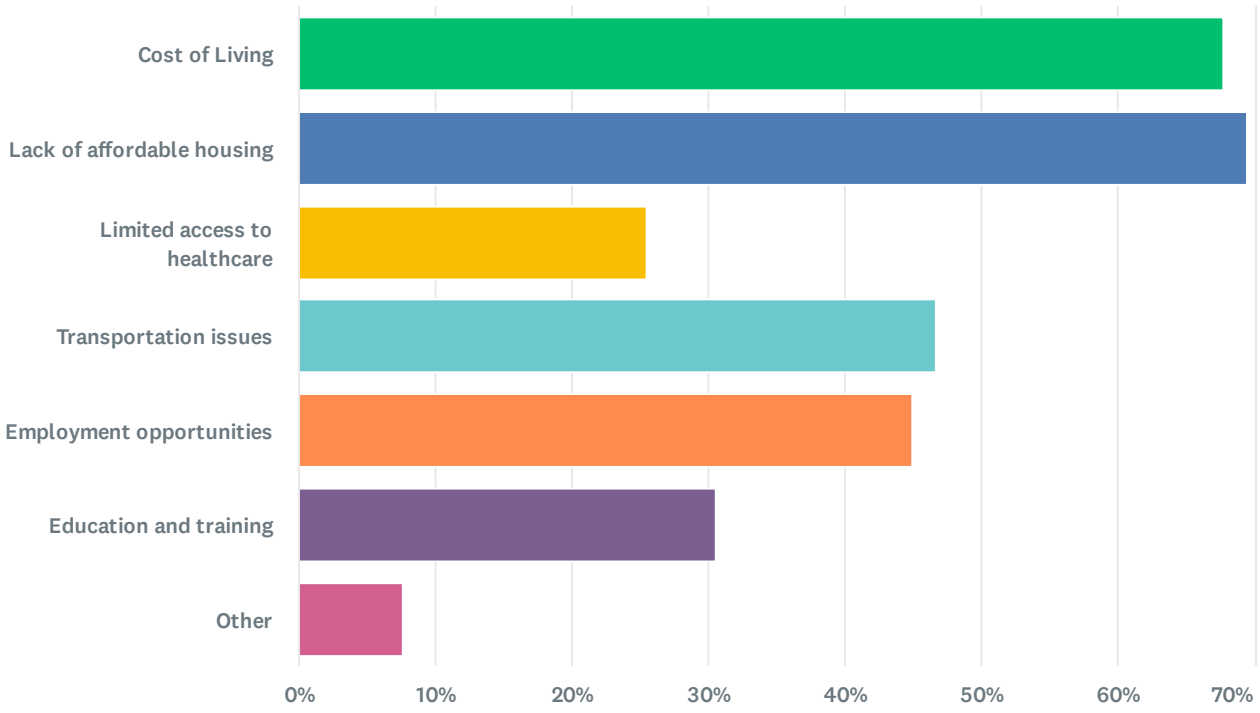
Q6 What are the greatest needs for LMI residents in College Station? (Select all that apply)

Answered: 118 Skipped: 0



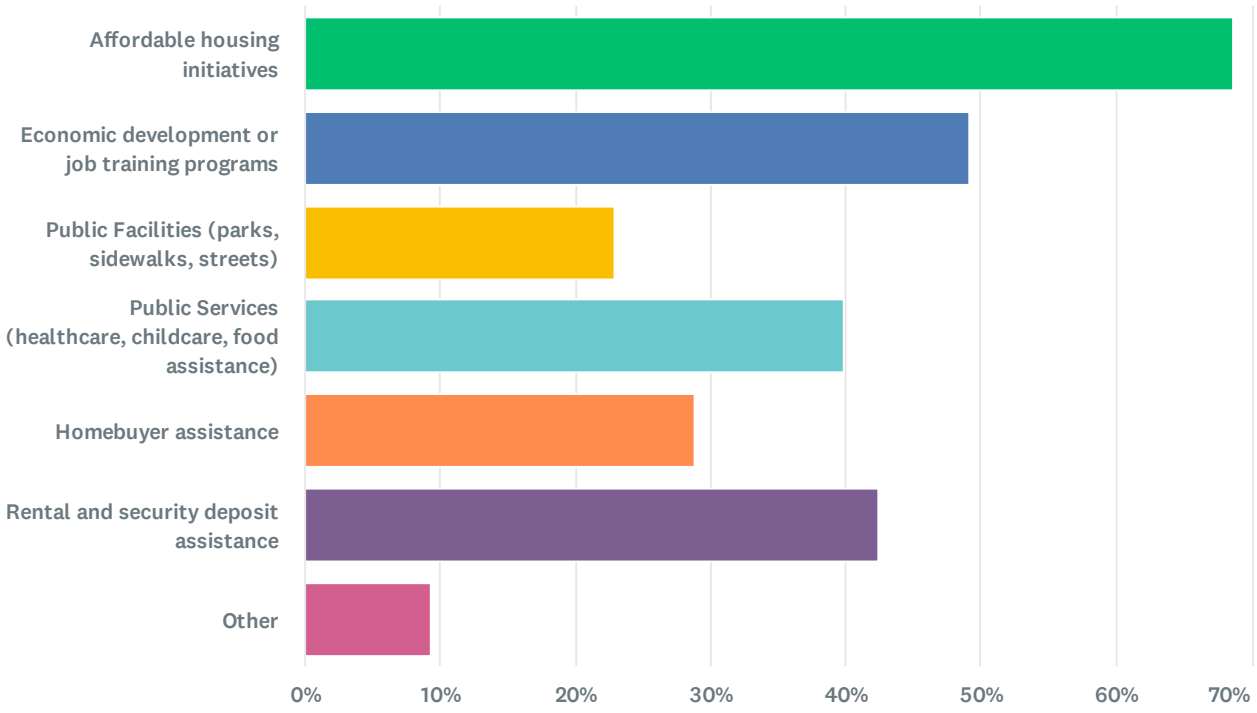
Q7 What are the greatest barriers faced by LMI residents in College Station? (Select all that apply)

Answered: 118 Skipped: 0



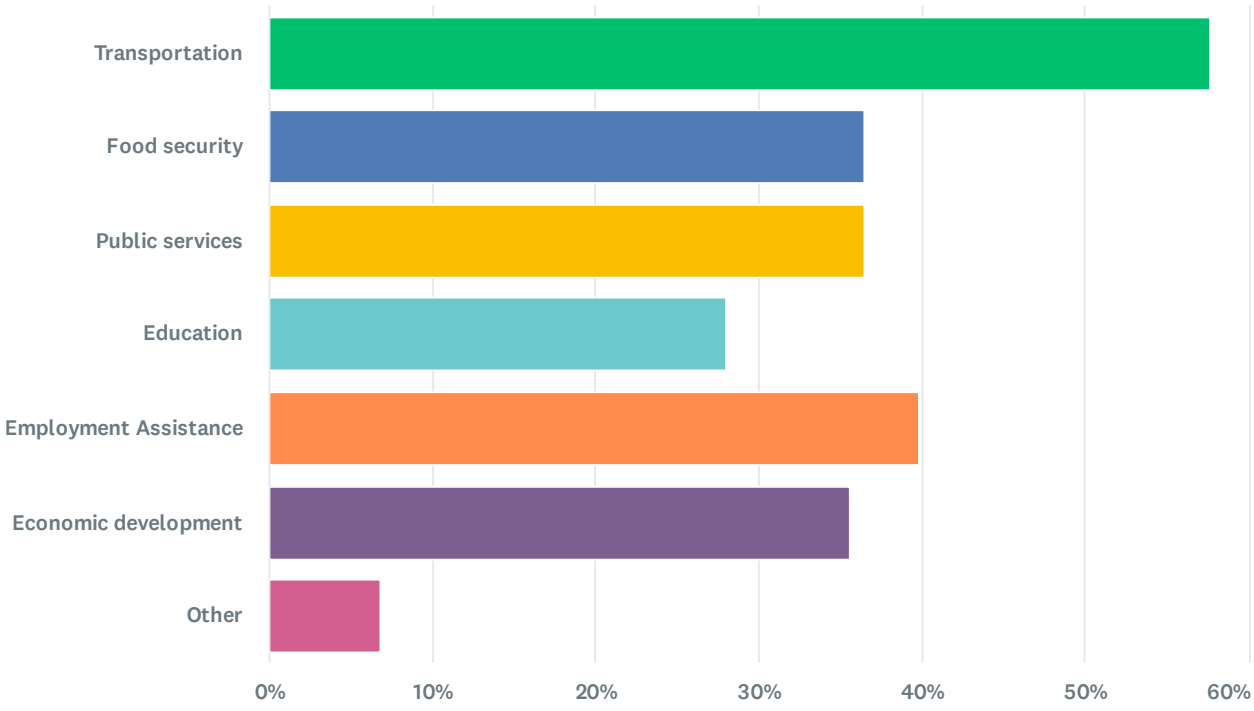
Q8 How should HUD grant funding (CDBG and HOME) be allocated to address the needs of LMI residents? (Select all that apply)

Answered: 118 Skipped: 0



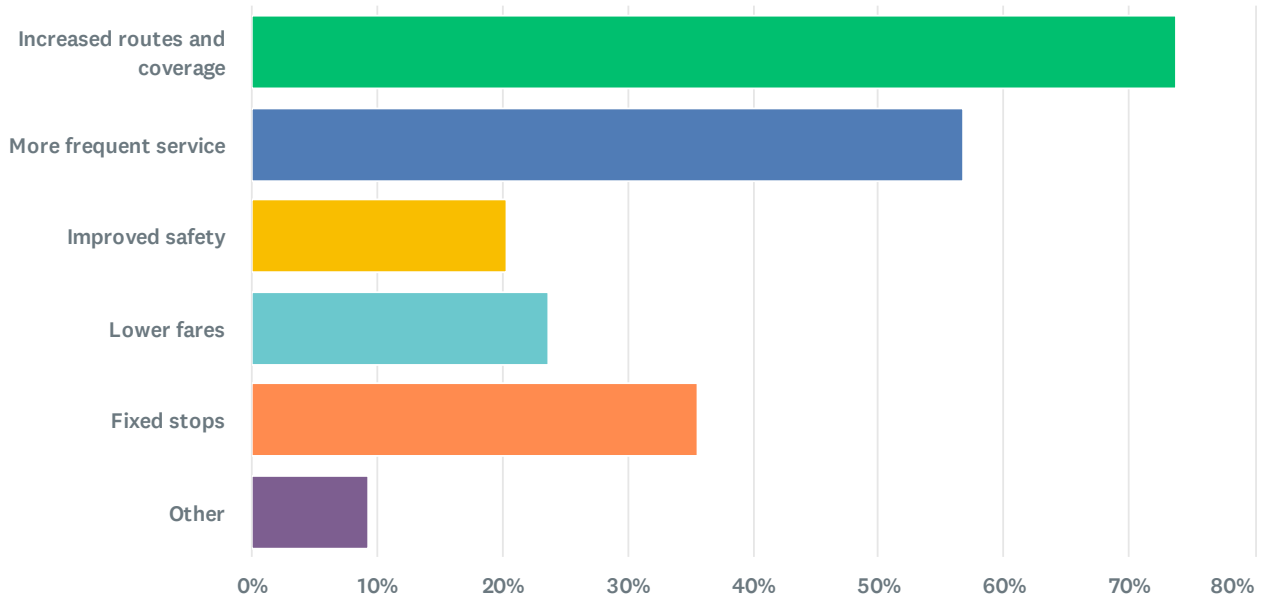
Q9 What areas need the most improvements to better support LMI residents in College Station? (Select all that apply)

Answered: 118 Skipped: 0



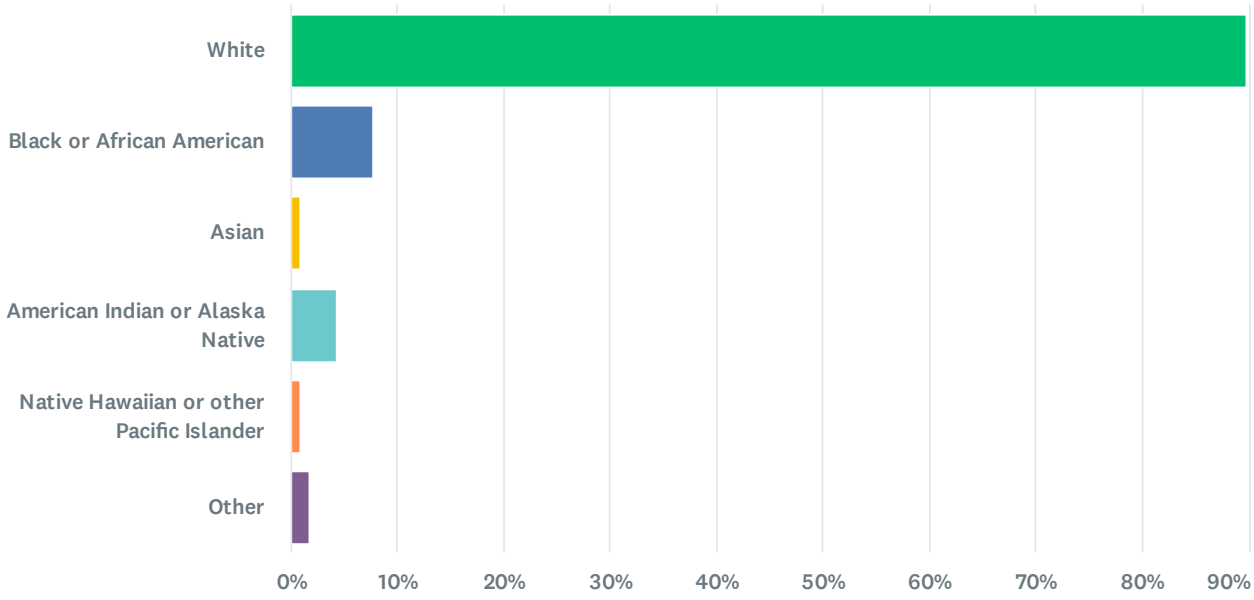
Q10 What improvements to public transportation would benefit LMI residents in College Station? (Select all that apply)

Answered: 118 Skipped: 0



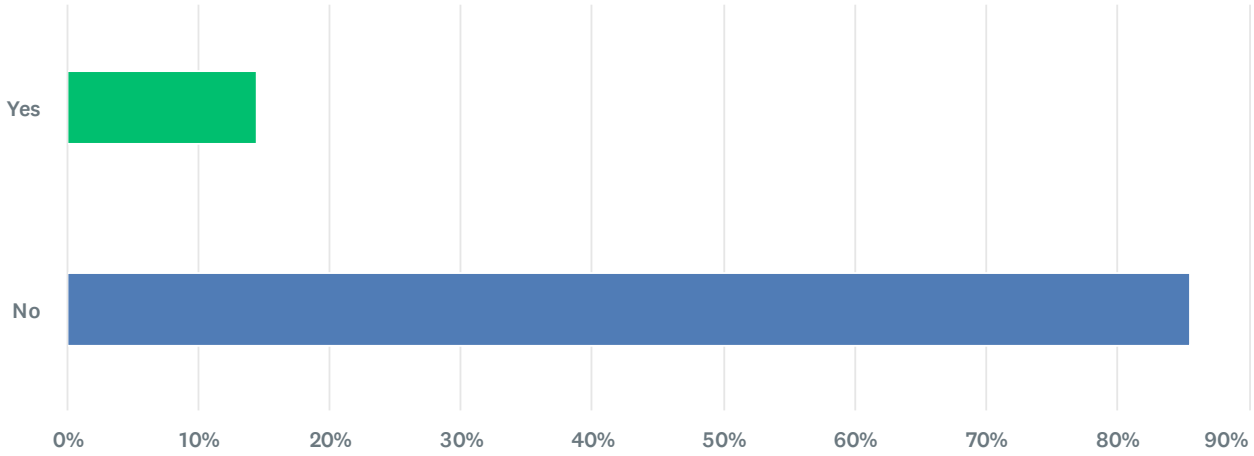
Q11 What race or races do you identify as? (Select all that apply)

Answered: 118 Skipped: 0



Q12 Do you identify yourself as Hispanic or Latino?

Answered: 118 Skipped: 0



Written Comments Received from the General Public Survey

2026-2027 Annual Action Plan

***Comments transcribed exactly as they were submitted; no modifications were made to correct grammatical or spelling errors.

Q3. What types of public facilities are lacking in College Station that would benefit LMI residents?

- child care
- Housing
- Parenting resources, free clinics& health education
- Housing that is not apartment based and prices for it that doesn't compete with students
- Mental health facilities
- None
- Yeah the poor benefit with more libraries and parks – come on
- I do not know
- Housing
- Recreation Center
- None. Market should dictate not government
- None
- Aid for foster youth and particularly youth who age out of the system and have no resources.
- Lower development fees and property taxes
- Affordable housing
- Affordable childcare facilities/early childhood centers
- Aquatics
- Low income housing. Students have pushed the market to high dollar rentals.
- Free money trees – no job required
- This community does not need more HUD
- Indoor or climate controlled pools
- Family entertainment, upscale retail district
- OB GYN birthing services
- PEDIATRIC HOSPITALS!!!
- Recreation that isn't a park
- sports facilities for our youth and adults
- Swimming pools

- Affordable Housing
- None
- Mental Health and Drug Rehab
- Elder in our community who live beyond the city limit
- Affordable housing
- Public transportation needs a revamp to where they can run efficient
- Public housing
- YMCA
- Cooling and warming centers

Q4. What public services are needed in College Station to assist LMI residents?

- I think programs that help them to pay rent
- Direct emergency rent and utilities assistance
- Specifically, youth programs for children older than 10 years old. They often age out of options around this age. There needs to be summer and after school options for young tweens and teenagers.
- Most addicts and mental people don't know they need services – who steals from the poor?
- I do not know
- Lower development fees and property taxes
- Financial literacy and housing assistance programs
- Consumer Credit Counseling Services
- Work to make college station desirable location for corporate HQ's
- Meal planning/grocery shopping & cooking classes
- Running track
- Door to door public transportation for seniors without long wait time.

Q5. What types of housing are lacking in College Station that could help LMI residents?

- High rise
- none
- Lower taxes
- The city should not be in the business of providing housing to its residents.
- I think we have a unique and complicated housing market. What we probably is more high density housing for non-students.
- Student housing
- Yeah average age in college station is high – we need more senior housing

- I do not know
- Student housing on campus! Student housing is restricted areas that appeal to students and also protect family housing for working class families.
- None. If they cant afford it here they should look elsewhere
- Made more affordable with lower development fees and property taxes
- Non Student Housing
- Get a job housing
- Independent living fort adults with disabilities

Q6. What are the greatest needs for LMI residents in College Station?

- maternity prenatal care – there are too many ladies in need and too few doctors; also specialty care doctors are difficult to find especially for senior adults
- LMI residents have barriers accessing all of the above
- I am not an LMI resident so how am I supposed to know what the greatest needs are for these residents.
- Support services for former foster care young adults
- Sounds like a government boondoggle to me
- I do not know
- Traditional values and parenting
- More police
- Housing made more affordable through lower development fees and property taxes
- Tech/trade training and jobs
- Will to work

Q7. What are the greatest barriers faced by LMI residents in College Station?

- High property and school taxes
- self-motivation and inability to prioritize
- Lack of initiatives
- High utility costs
- All of these barriers are connected. Without access to childcare, parents can't work. Without access to healthcare, people may miss work due to illness.
- I am not an LMI resident so how am I supposed to know what the greatest barriers these residents face in College Station.
- Poor life choices
- I do not know
- Lack of traditional roles of parenting and father figure
- High rental and purchase costs due to high taxes and development fees

- Affordable family entertainment
- Need more trades training for people who are not students or who are in remedial (like SOS) situations.
- Dream big: light rail project down welborn connecting campus to all the college housing all the way to down town bryan.
- Will to work
- Even sponsoring shared housing like the college kids do.
- Trades

Q8. How should HUD grant funding (CDBG and HOME) be allocated to address the needs of LMI residents?

- Mass transit. Or housing through in-fill.
- Will HUD grants get us an expanded bus service?
- Utility assistance
- Mental health facilities
- What are the needs of LMI residents?
- What can we do to make living in the city easier for those without a car? Most of the people I have met that are effectively homeless became so because they chose to keep their care over paying their rent.
- Uber Or other ride share
- More government boondoggle stuff
- I do not know
- Drug screening ans background checks before each payment
- It shouldn't
- By lowering taxes and fees
- Get a job – i worked for my house, so can everyone else that has and IQ above 83

Q9. What areas need the most improvements to better support LMI residents in College Station?

- Mental health services and facilities
- housing for single moms and prenatal care
- I am not an LMI resident so how am I supposed to know what needs the most improvements to better support those residents?
- I do not know
- Housing assistance
- None
- None

- Lower development fees and property taxes

Q10. What improvements to public transportation would benefit LMI residents in College Station?

- Shorter routes so they are not spending so much time on a bus. So… more busses
- Microtransit
- Actual bus stops are needed. Have the routes go to places like shopping centers, schools, Texas A&M. Offer a "Park & Ride" service from say, Post Oak Mall to campus, or south CS to College Station City Hall. Bus routes should also service food pantries.
- For what its worth, I regularly use and love our Brazos Transit District buses. I think they are a great asset.
- Rideshare
- Subsidized Uber
- How big is college station? Yeah add more of everything and have govt pay for it – that's a winner
- I do not know
- Ride share
- Better coverage with more appropriate equipment. Buses operated by BTI are far too large for many streets, and operate virtually empty 90% of the time. The routes do a very poor job of serving the community, and need to be analyzed and re-thought.
- None.
- None
- Lower development fees and property taxes leaving more money in the hands of taxpayers.
- Municipal Uber
- Actually stops and not just the bus stops wherever on busy roads almost causing accidents
- Get a job
- None
- Fixed stops with coverings for people to be under during inclement weather
- none
- It would be great if bus systems were integrated into apple or Google Maps as on method to get from point A to B.
- Raising carryon bag amount for food pantry participants. (only 2 bags allowed currently)
- BTD doesn't provide services over the weekend.

- Weekend and evenings
- Why do they limit the amount of bags you can bring on a bus, where can I purchase a card and add credits to my account, Create an App, Work with Rual Counties to provide services to those who need rides into B/CS for services
- More buses and door to door for seniors. More routes so employees without vehicles can maintain jobs which would then lower the unemployment numbers
- Metro centers to access transportation
- N/A

Q 14. Any additional comments or feedback?

- Transportation increase would be great allowing weekend service even if the hours are 9-5pm
- Costs of vehicle ownership are stupid high especially now. Mas transit would mean owning a car isn't a requirement to live here.
- Thank you for doing this. Also you should do education for those who own rental properties about how to get into the programs to qualify their homes for the ability to house those in federal housing programs. Even if three owners decide to do this, you have SOME new affordable housing available. Or, connect them with charities that do this on their behalf and house poor families. Not everyone is greedy if they understand the need.
- I think affordable housing is needed, just not in new neighborhoods. There are plenty of older more affordable places.
- Sincere thanks for your service to the community.
- I don't even know how to define "affordable housing" but surely some housing could be built that is "no frills" and lower cost. Public transit in this community is abysmal. I rarely see anyone on the BTD buses. Standing on the side of the road and flagging down a bus is ridiculous.
- This was not a very well put together survey. The city needs to hear from the LMI residents not from the general population. To increase response rates among LMI populations, consider a small incentive (e.g., a chance to win a $25 grocery gift card). The wording of the survey itself is also problematic. Below is how I would have written the survey: Section 1: Household Information To ensure we are hearing from LMI residents, please select your household size and total annual income range: 1. How many people live in your household? [] 1 [] 2 [] 3 [] 4 []5+ 2. Is your total annual household income less than the amount listed for your household size? (Based on the 2025/2026 HUD 80% AMI limits for Brazos County) 1 Person: $49,600 2 Persons: $56,650 3 Persons: $63,750 4 Persons: $70,800 5 Persons: $76,500 [] Yes (Classified

as LMI) [] No [] Prefer not to answer Section 2: Identifying Barriers 3. What are the biggest challenges you face in College Station? (Select top 3) [] Finding affordable rental housing [] Cost of home repairs/maintenance [] Lack of reliable transportation/bus routs [] Access to affordable childcare [] High cost of utilities (water, electricity) [] Access to mental health or substance abuse services [] Finding a job that pays a living wage Section 3: Prioritizing Funding 4. Housing Programs: If the City has $100 to spend on housing, how would you split it? $____ Down payment assistance for first-time buyers $___ Repairs/weatherization for existing homeowners $___Building new affordable rental units $___ Security deposit assistance for renters. 5. Public Services: Which of these "People-Focused" programs are most needed? [] Youth after school and summer programs [] Senior services (meals, social connection, transport) [] Job training and certification programs [] Legal services for tenant/landlord disputes [] Food pantry and nutrition programs 6. Public Facilities: Which "Place-Focused" improvements would most help your neighborhood? [] New or improved sidewalks and street lighting [] Park improvements (playgrounds, trails) [] Community centers or health clinics [] Drainage and flooding improvements Section 4: Open Feedback 7: Is there a specific barrier or need in your neighborhood that we haven't mentioned? (Text box for open-ended response)

- Just because these funds are available doesn't mean you have to apply for them.
- We spend a lot on busses. We can do better.
- As a former CDBG Board member in CS, transitional services to help people get on their feet, so to speak, are needed vs. programs that create long-term dependence on government funding. Example: Habitat for Humanity, Unlimited Potential, job search/training assistance.
- This is not a serious survey and I can believe it was put out by unserious college station government people who are set in their own ways – why do you want to change college station so badly? Clean up your messes first and then lower taxes and gee that might help everyone. Then quit spending taj mahal projects and lower more taxes. Man then a lot more people might move in. – I love how y'all say but our taxes are all ready low and then put out a survey that will spend taxpayer money. But but but it's federal money – no it's the peoples money-people paying taxes and this survey is giving to people who don't pay federal taxes
- I am not a LMI resident. I hope you are reaching out to the LMI community to get their feedback.
- Transactional living opportunities and skill development for young adults.

- Our city staff looks at LMI individuals as a drain on city resources, and affordable homes as a drag on our community.
- We do not need additional low-income housing. Current complexes of HUD should be reduced or eliminated.
- Transitional housing is a definite issue.
- I feel confident you will do the right thing.
- Non retail jobs & non student Housing of all types are the two greatest need in the City of College Station
- I am not in the LMI demographic now, but I once was. It is hard to be a working, single parent who wants their kids to go to good schools and be able to afford housing in CSISD. We need more opportunities for families and for people who are really trying to get ahead while working and contributing. Not handouts. We need "hand ups" to paraphrase Habitat for Humanity.
- Get a job if you want a nice house.
- HUD and Assistance should first be screened by drug use and criminal activity. Current HUD housing apartments such as Southgate 134 Luther, The Vibe, and The Atrium (500 and 505 Harvey) should be removed from HUD and potentially demolished if they can not be turned around.
- We need higher paying jobs, affordable housing and support for self-substance, not bus routes.
- High cost of living impacts the lowest income residents the most. Lack of transportation, or transportation that runs every day, impacts people on shift work. Improvements needed in transpo options!
- I gave my life savings to purchase a starter home before the price of housing shot up. If I were looking to buy a starter home today it would be out of reach and I'd like to think I make a good salary. Additionally, should I lose my job today, I would need to move to a bigger market (e.g. Dallas, Austin, Houston, etc.) to get a job that makes a livable wage. While I enjoy college station, it seems like the town with the largest land grant institution in its back yard would have other job opportunities that can retain and keep individuals between ages 25-35 better.
- Infrastructure needs to be in place before more building is approved. The lack of water and water pressure is a huge concern in the area because of all the building that is going on.
- Thank you!
- College Station has so many students and the apartments are priced for people making or having access to more money monthly so if you are a single parent or a

retired senior citizen with one income making just above minimum wage a $950. to 1200.00 monthly rent is not doable.

- Thank you for taking the time to ask about what needs are needing to be addressed in the City of College Station.
- Housing, transportation, and lack of well paying jobs (with limited education) are lacking
- Need more affordable housing
- So many seniors have complained about the transit system, the long wait and availability.

Point -in- Time Count Results

On January 22, 2026, the Brazos Valley Coalition for the Homeless conducted its annual Point-in-Time Count, a critical effort to assess the scope of homelessness across the region. Survey teams covered Brazos, Leon, Milam, Burleson, Grimes, Madison, and Robertson counties to provide and accurate snapshot of individuals experiencing homelessness.

This year's count identified 63 individuals experiencing unsheltered homelessness, a decrease of two compared to 2025. Brazos County – the only urban county included – reported the largest reduction, with nine fewer unhoused individuals. In contrast, most surrounding rural counties experienced increases, with only three counties showing no rise.

These findings play an essential role in guiding local strategies to address homelessness and ensuring that resources are effectively directed to those most in need.

Count Area/Sub Area	2025 Unsheltered	2026 Unsheltered	+/- Change
Brazos – Bryan	41	33	-8
Brazos – College Station	5	4	-1
Brazos – Texas A&M University	0	0	0
Burleson	4	4	0
Grimes	2	5	+3
Leon	1	0	-1
Madison	0	3	+3
Milam	3	4	+1
Robertson	9	10	+1
Total:	65	63	-2

McKinney-Vento Information

College Station ISD

The McKinney-Vento Homeless Assistance Act is a federal law that ensures educational stability and support for PreK-12 children and youth experiencing homelessness. It defines homelessness broadly-ranging from living in shelters, cars, or "doubled-up" housing due to economic hardship – and guarantees rights such as immediate school enrollment, transportation, access to free meals and health services, and support of a designated school liaison to assist with stability and connection to resources.

The City of College Station has maintained a long-standing partnership with College Station ISD, collaborating on multiple initiatives funded by HUD and other federal sources:

- Kids Klub after school program
- COVID-19 rental assistance to support families and staff during the pandemic

Currently, federal funds from the HOME-ARP (American Rescue Plan) grant are being delivered through Twin City Mission via the L.E.A.D. Program. This program actively partners with CSISD to support McKinney-Vento – identified families through comprehensive services:

- Housing assistance
- Trauma-informed case management
- Financial education
- Life-skills coaching
- Benefits navigation

Together, these services foster family self-sufficiency and stability.

Glossary of Terms and Acronyms

ACS	**American Community Survey**	**AI**	**Analysis of Impediments**
BVCAA	**Brazos Valley Community Action Agency**	**BVCAP**	**Brazos Valley Community Action Programs**
BVCH	**Brazos Valley Coalition for the Homeless**	**BVCIL**	**Brazos Valley Center for Independent Living**
BVCOG	**Brazos Valley Council of Governments**	**CFR**	**Code of Federal Regulations**
CD	**Community Development**	**CDBG**	**Community Development Block Grant Program**
CHAS	**Community and Housing Affordability Strategy**	**CHDO**	**Community and Housing Development Organization**
CPD	**Community Planning and Development**	**CAPER**	**Consolidated Annual Performance and Evaluation Report**
CoC	**Continuum of Care**	**DV**	**Domestic Violence**
ESG	**Emergency Shelter Grant**	**FMR**	**Fair Market Rent**
FSS	**Family Self-Sufficiency**	**FEMA**	**Federal Emergency Management Agency**
FHA	**Federal Housing Administration**	**FY**	**Fiscal Year**
HOME	**Home Investment Partnerships Program**	**HFA**	**Housing Finance Agency**
HOPWA	**Housing Opportunities For Persons with AIDS**	**IDIS**	**Integrated Disbursement and Information System**
LURA	**Land Use Restriction Agreement**	**LIHTC**	**Low-Income Housing Tax Credit**
LULAC	**League of United Latin American Citizens**	**MSA**	**Metropolitan Statistical Area**
OMB	**Office of Management and Budget**	**PJ**	**Participating Jurisdiction**
PHA	**Public Housing Agency**	**TBRA**	**Tenant-Based Rental Assistance**
TDHCA	**Texas Department of Housing and Community Affairs**	**HUD**	**U.S. Department of Housing and Urban Development**

Acquisition: Obtaining real property, following state and federal regulatory requirements, for the purpose of preparing a proposed, eligible city activity.

Affordable Housing: In general, housing for which the occupant(s) is/are paying no more than 30 percent of his or her income for gross housing costs, including utilities.

Allocation: Funds set aside for a particular approved activity.

American Community Survey (ACS): A nationwide survey designed to provide communities, with a fresh look at how they are changing. It is a critical element in the Census Bureau's reengineered 2010 census plan. the ACS collects information such as age, race, income, commute time to work, home value, veteran status, and other important data from U.S. households.

Analysis of Impediments (AI): A review of impediments or barriers that affect the rights of fair housing choice. It covers public and private policies, practices, and procedures affecting housing choice. The AI serves as the basis for fair housing planning, provides essential information to policymakers, administrative staff, housing providers, lenders, and fair housing advocates, and assists in building public support for fair housing efforts.

Area of Minority Concentration: Any neighborhood in which the percentage of households in a particular racial or ethnic minority group is at least 10 percentage points higher than the percentage of that minority group for the MSA.

Area of Low-Income Concentration: A census tract where over 51% of the population consists of households with incomes below 80%.

Blighted Structure: A structure is blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety and public welfare.

Brazos Valley Community Action Agency (BVCAA): Local non-profit service provider agency, providing a variety of services to the low-income and special needs population.

Brazos Valley Community Action Programs (BVCAP): Local non-profit service provider agency, providing a variety of services to the low-income and special needs population.

Brazos Valley Coalition for the Homeless (BVCH): Coordinates planning to address homeless and shelter needs in the Brazos Valley.

Brazos Valley Center for Independent Living (BVCIL): Local non-profit service provider agency, providing independent living skills and support to persons with disabilities.

Brazos Valley Council of Governments (BVCOG): Multi-County consortia agency that provides low-income housing assistance programs to the multi-county region it serves.

Brownfield: Abandoned, idled, and underused industrial and commercial facilities where expansion and redevelopment is burdened by real or potential environmental contamination.

Census Tract: A small, relatively permanent statistical subdivision of a county or statistically equivalent entity, delineated for data presentation purposes by a local group of census data users or the geographic staff of a regional census center in accordance with Census Bureau guidelines.

Chronically Homeless Individual: A homeless individual with a disability who lives either in a place not meant for human habitation, a safe haven, or in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. In order to meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last 3 years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least 7 nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.

Code of Federal Regulations (CFR): The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and

agencies of the federal government. It is divided into 50 titles that represent broad areas subject to federal regulation. Each volume of the CFR is updated once each calendar year and is issued on a quarterly basis.

Community Development (CD): The Community Development Division of the City of College Station Planning and Development Services.

Community Development Block Grant Program (CDBG): Created under the Housing and Community Development Act of 1974, this program provides grant funds to local and state governments to develop viable urban communities by providing decent housing with a suitable living environment and expanding economic opportunities to assist low-and moderate-income residents. CDBG replaced several categorical grant programs, such as the Model Cities program, the Urban Renewal program, and the Housing Rehabilitation Loan and Grant program.

Community and Housing Affordability Strategy (CHAS): HUD-created dataset to demonstrate the number of households in need of housing assistance.

Community and Housing Development Organization (CHDO): A type of nonprofit housing provider that must receive a minimum of 15% of all Federal HOME Investment Partnership funds. The primary difference between CHDO and other nonprofits is the level of low-income resident participation on the Board of Directors

Community Planning and Development (CPD): HUD's Office of Community Planning and Development seeks to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income persons. The primary means toward this end is the development of partnerships among all levels of government and the private sector, including for-profit and nonprofit organizations.

Consolidated Annual Performance and Evaluation Report (CAPER): A report that grantees (organizations receiving HUD funding) use to document and report on their accomplishments and performance against the goals and objectives outlined in their Consolidated Plan.

Consolidated Plan: A document written by state or local government describing the housing needs of the low-and moderate-income residents, outlining strategies to meet these needs, and listing all resources available to implement the strategies. This document is required in order to receive HUD Community Planning and Development funds.

Continuum of Care (CoC): A comprehensive system for moving individuals and families from homelessness to permanent housing by providing services (e.g. job training, counseling, budget counseling, education, etc.)

Cost Burden: The extent to which gross housing costs, including utility income, exceed 30% of gross income, based on available data from the U.S. Census Bureau.

Demolition: The act of removing a structure, or component of a structure, in order to prepare a project site for an eligible activity. Waste materials from the demolition are discarded in an appropriate landfill.

Dilapidated Housing: A housing unit that does not provide safe and adequate shelter, and in its present condition endangers the health, safety or well-being of the occupants. Such a housing unit shall have

one or more critical defects, or a combination of intermediate defects in sufficient number of extents to require considerable repair or rebuilding. Such defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

Domestic Violence (DV): Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitation with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws or the jurisdiction.

Elderly Person Household: A household composed of one or more persons at least one of whom is 62 years of age or more at the time of initial occupancy.

Emergency Shelter: Any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

Emergency Shelter Grant (ESG) Program: A federal CPD program grant designed to help improve the quality of existing emergency shelters for the homeless, to make additional shelters available, to meet the costs of operating shelters, to provide essential social services to homeless individuals, and to help prevent homelessness. ESG also provides short-term homeless prevention assistance to persons at imminent risk of losing their own housing due to eviction, foreclosure, or utility shutoffs.

Environmental Review: An evaluation of a project and its potential environmental impacts to determine whether it complies with all applicable environmental laws and authorities. All HUD-assisted projects are required to undergo an environmental review to evaluate environmental impacts.

Fair Housing Act: 1968 act (amended in 1974 and 1988) providing the HUD Secretary with fair housing enforcement and investigation responsibilities. A law that prohibits discrimination in all facets of the homebuying process on the basis of race, color, national origin, religion, sex, familial status, or disability.

Fair Market Rent (FMR): Primarily used to determine payment standard amounts for the Housing Choice Voucher program, to determine initial renewal rents for some expiring project-based Section 8 contracts, to determine initial rents for housing assistance payment contracts in the Moderate Rehabilitation Single Room Occupancy program, and to serve as a rent ceiling in the HOME rental assistance program.

Fair Market Value: The amount of money that would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy.

Family Self-Sufficiency (FSS): A U.S. Department of Housing and Urban Development (HUD) initiative designed to help families in public and Housing Choice Voucher programs achieve economic independence.

Federal Emergency Management Agency (FEMA): Administers funds to local emergency service organization for responses to emergency situations.

Federal Housing Administration (FHA): Provides mortgage insurance on loans made by FHA-approved lenders throughout the United States and its territories. FHA insures mortgages on single-family,

multifamily, and manufactured homes and hospitals. It is the largest insurer of mortgage in the world, insuring over 34 million properties since its inception in 1934.

Fiscal Year (FY): The budget calendar year whereby all accounting transactions commence and complete.

Frail Elderly: An elderly person (62+) who is unable to perform at least three activities of daily living, such as eating, dressing, bathing, grooming, or household management.

Gross Annual Income: The total income, before taxes and other deductions, received by all members of the tenant's household. There shall be included in this total income all wages, social security payments, retirement benefits, military and veteran's disability payments, unemployment benefits, welfare benefits, interest and dividend payments and such other income items as the Secretary considers appropriate.

Home Investment Partnerships Program (HOME): Provides formulas grants to states and localities that communities use- often in partnership with local nonprofit groups to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership, or to provide direct rental assistance to low-income people.

Homeless Person: An individual who lacks a fixed, regular, and adequate nighttime residence; as well an individual who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations, an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Homeless Prevention: Activities or programs designed to prevent the incidence of homelessness, including, but not limited to: (1) short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices; (2) security deposits or first month's rent to permit a homeless family to move into its own apartment; (3) mediation programs for landlord-tenant disputes; (4) legal services programs that enable representation of indigent tenants in eviction proceedings; (5) payments to prevent foreclosure on a home; and (6) other innovative programs and activities designed to prevent the incidence of homelessness.

Household: All the people who occupy a housing unit. A household includes the related family members and all the unrelated people, if any such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers, is also counted as a household.

Housing Finance Agency (HFA): State or local agencies responsible for financing and preserving low- and moderate-income housing within a state.

Housing Market Area: A geographic region from which it is likely that renters/purchasers would be drawn for a given housing project. A housing market area most often corresponds to a Metropolitan Statistical Area (MSA).

Housing Opportunities for Persons with AIDS (HOPWA): Provides housing assistance and supportive services to low-income people with HIV/AIDS and their families. HOPWA funds may also be used for

health care and mental health services, chemical dependency treatment, nutritional services, case management, assistance with daily living, and other supportive services.

Housing Problems: Households with housing problems including physical defects, overcrowding and cost burden. Overcrowding is a housing unit containing more than one person per room.

HUD USER: An information resource from HUD's Office of Policy Development and Research offering a wide range of low- and no-cost content of interest to housing and community development researchers, government officials, academics, policymakers, and the American public. HUD USER is the primary source for federal government reports and information on housing policy and programs, building technology, economic development, urban planning, and other housing-related topics.

Intergrated Disbursement and Information System (IDIS): A real-time, online database used by the U.S. Department of Housing and Urban Development (HUD) for Community Planning and Development (CPD) activities, including CDBG, HOME, ESG, and HOPWA grant programs.

Indian Tribe: Any Indian tribe, band, group, and nation, including Alaska Indians, Aleuts, and Eskimos, and any Alaskan Native Village, of the United States, which is considered and eligible recipient under the Indian Self-Determination and Education Assistance Act or was considered an eligible recipient under chapter 67 of title 31 prior to the repeal of such chapter.

Jurisdiction: A state or unit of general local government.

Land Bank: a governmental or nongovernmental nonprofit entity established, at least in part, to assemble, temporarily manage, and dispose of vacant land for the purpose of stabilizing neighborhoods and encouraging re-use or redevelopment of urban property.

Land Use Restriction Agreement (LURA): A legal contract that limits how a property can be used, often for specific duration, in exchange for certain benefits.

Lead-Based Paint Hazard: Any condition that causes exposure to lead form lead-contaminated dust, soil, or paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

Low Income: Household whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

Low-Income Housing Tax Credit (LIHTC): A tax incentive intended to increase the availability of low-income housing. The program provides an income tax credit to owners of newly constructed or substantially rehabilitated low-income rental housing projects.

League of United Latin American Citizens (LULAC): Civil rights organization that advocates for the rights of Hispanic Americans, particularly those of Latin American descent.

Manufactured Home: A structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width, or 40 body feet or more in length, or which when erected onsite is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure. This term includes all structures that meet the above requirements except the size requirements and with respect to which

the manufacturer voluntarily files a certification pursuant to 24 CFR 3282.13 and complies with the construction and safety standards set forth in this 24 CFR 3280.

Market Value: The most probable price that a property should bring in a competitive and open market, provided that all conditions requisite to a fair sale are present, the buyer and seller are knowledgeable and acting prudently, and the price is not affected by any undue stimulus.

Metropolitan Statistical Area (MSA): An area with at least one urbanized area of 50,000 or more population, plus adjacent territory that has a high degree of social and economic integration with the core, as measured by commuting ties.

MHMR Authority of Brazos Valley- A public non-profit that provides mental health services for individuals with intellectual and developmental disabilities.

Microenterprise: A commercial enterprise that has five or fewer employees, one or more of who owns the enterprise.

Minority-Owned Business- A business in which more than 50 percent of the ownership or control is held by one or more minority individuals; and more than 50 percent of the net profit or loss of which accrues to one or more minority individuals.

Moderate Income: Household whose incomes are between 81 percent and 95 percent of the median income for the area, as determined by HUD, with adjustments for smaller or larger families. HUD may establish income ceilings higher or lower than 95 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs, fair market rents, or unusually high or low family incomes.

Office of Management and Budget (OMB): Assists the President in overseeing the preparation of the federal budget and supervises its administration in Executive Branch agencies. In helping to formulate the President's spending plans, OMB evaluates the effectiveness of agency programs, policies, and procedures, assesses competing funding demands among agencies, and sets funding priorities. OMB ensures that agency reports, rules, testimony, and proposed legislation are consistent with the President's Budget and with Administration policies. In addition, OMB oversees and coordinates the Administration's procurement, financial management, information, and regulatory policies. In each of these areas, OMB's role is to help improve administrative management, to develop better performance measures and coordinating mechanisms, and to reduce any unnecessary burdens on the public.

Prohibited Bases: Civil rights statutes establish the demographic categories by which discrimination is prohibited. Under the Fair Housing Act, the prohibited bases are race, color, religion, sex, national origin, familial status, and disability.

Participating Jurisdiction (PJ): A state or a unit of general local government that receives and uses federal funds to carry out housing strategies.

Protected Classes: Demographic categories of persons established by civil rights statutes against whom discrimination is prohibited.

Public Housing Agency (PHA): Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities that is authorized to engage or assist in the development or operation of low-income housing under the U.S. Housing Act of 1937.

Rehabilitation: The labor, materials, tools, and other costs of improving buildings, other than minor or routine repairs. The term includes where the use of a building is changed to an emergency shelter and the cost of this change, and any rehabilitation costs does not exceed 75 percent of the value of the building before the change in use.

Section 108: This program allows cities and counties to leverage their Community Development Block Grant (CDBG) funds to access low-interest, low-cost financing for various community development projects.

Section 202: Provides capital advance to finance the construction, rehabilitation or acquisition (with or without rehabilitation) of structures that will serve as supportive housing for very-low-income elderly persons, including the frail elderly, and provides rent subsidies for the projects to help make them affordable.

Section 8 Existing Rental Assistance: Provides rental assistance to low-income families who are unable to afford market rents. Assistance may be in the form of vouchers or certificates.

Section 8 Homeownership Program: Allows low-income families who qualify for Section 8 rental assistance to use their certificates or vouchers to pay for homeownership costs under a mortgage.

Special Needs Population: Persons who are not homeless but require supportive housing. This includes but is not limited to elderly; frail elderly; persons with mental, physical, and/or developmental disabilities; persons with alcohol or other drug addiction; persons with HIV/AIDS and their families; and victims of domestic violence, dating violence, sexual assault, and stalking.

Standard Condition: Improvements/structures which are determined to be in compliance with the City of College Station Building Codes.

Substandard Condition: Improvements/structures which are determined to be in compliance with the City of College Station Building Codes.

Substandard-Suitable for Rehabilitation (Repairable): A structure which is structurally sound, and for which the cost to address the identified City of College Station Building Code deficiencies will not cause total property indebtedness to exceed 90% of the after-rehabilitation property value.

Substandard- Not Suitable for Rehabilitation (Non-Repairable):

> **1) Structurally Infeasible for Rehabilitation:** An improvement/structure in which the majority of the primary structural components have deteriorated to the extent that the physical integrity is seriously compromised. The structure can only be brought into code compliance through new construction activities.

2) Economically Infeasible for Rehabilitation: An improvement/structure for which the cost required to address the identified City of College Station Building Code deficiencies will cause the total property indebtedness to exceed the after-rehabilitation property value.

Tenant-Based Rental Assistance (TBRA): HUD assist low-and very low-income families in obtaining decent, safe, and sanitary housing in private accommodations by making up the difference between what they can afford and the approved rent for an adequate housing unit.

Texas Department of Housing and Community Affairs (TDHCA): State agency that receives and administers federal funding for all the major HUD sponsored grants.

Transitional Housing: A project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

U.S. Census Bureau: Serves as the leading source of quality data about our nation's people and economy.

U.S. Department of Housing and Urban Development (HUD): Established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships-particularly with faith-based and community organizations-that leverage resources and improve HUD's ability to be effective on the community level.

Vacant Unit: A dwelling unit that has been vacant for not less than nine consecutive months.

Very Low-Income: Households whose incomes do not exceed 50 percent of the median area income for the area, as determined by HUD, with adjustments for smaller and larger families and for areas with unusually high or low incomes or where needed because of facility, college, or other training facility; prevailing levels of construction costs; or fair market rents.

Woman-Owned Business: A business in which more than 50 percent of the ownership or control is held by one or more women; and more than 50 percent of the net profit or loss of which accrues to one or more women; and a significant percentage of senior management positions of which are held by women.

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

2025 UPDATE



TO SATISFY THE REQUIREMENTS OF 24 CFR § 91.225(A)(1)

(ORIGINAL STUDY, 1996)

FOR QUESTIONS OR COMMENTS, PLEASE CONTACT THE:

COMMUNITY DEVELOPMENT DIVISION
PLANNING & DEVELOPMENT SERVICES DEPARTMENT
1101 TEXAS AVENUE
COLLEGE STATION, TX 77842
(979) 764-3488

Executive Summary

Purpose of the Analysis of Impediments to Fair Housing Choice

The Analysis of Impediments to Fair Housing Choice (AI) is a foundational component of the City of College Station's 2025-2029 Consolidated Plan. It updates previous studies conducted in 1996, 2005, 2015, 2020, and 2025, and is designed to fulfill federal requirements outlined in 24 CFR 91.225 (a)(1) under the "Certifications" section.

This regulation requires jurisdictions to affirmatively further fair housing, which includes:

- Conducting a thorough analysis to identify barriers to fair housing choice,
- Taking meaningful actions to address those barriers, and
- Maintaining documentation of both the analysis and the steps taken.

According to the U.S. Department of Housing and Urban Development (HUD), impediments to fair housing choice are any actions, omissions, or decisions – based on race, color, religion, sex, disability, familial status, or national origin – that limit or restrict access to housing opportunities.

While HUD does not directly approve the AI, a summary of its findings is a required element of the City's Consolidated Plan. HUD encourages jurisdictions to use the AI as a strategic tool to:

- Inform fair housing policy and planning,
- Guide decision-making for local officials, housing providers, lenders, and advocates, and
- Build public awarenesses and support for fair housing initiatives.

The AI must be updated every three to five years to remain current and responsive to evolving community needs.

Key Objectives of the AI Update:

- Identify existing impediments to fair housing choice within the City of College Station
- Recommend actionable strategies to address and overcome those impediments
- Document the City's commitment to fair housing as part of its broader planning and compliance efforts

Summary of key findings specific to College Station.

The City of College Station's Analysis of Impediments to Fair Housing Choice has identified several key concerns that may impact equitable access to housing within the community:

Identified Fair Housing Concerns:

- **Decline in Fair Housing Complaints**
  The decreasing number of complaints suggests that public education and outreach efforts have been effective. Residents appear to be well-informed about their rights and are successfully navigating the complaint process. Additionally, professionals such as real estate agents and mortgage lenders are demonstrating compliance with fair housing laws.
- **Concentration of Dilapidated Housing**
  A significant portion of the City's substandard housing is located in low-to moderate-income neighborhoods, which also tend to be areas of minority concentration.
- **Advertising Practices**
  A review of local housing advertisements indicates a need for greater inclusion of fair housing logos, diverse representation in imagery, and bilingual content to ensure accessibility and compliance.
- **Mortgage Loan Disparities**
  Analysis of 2024 Home Mortgage Disclosure Act (HMDA) data reveals that minority and low/moderate-income applicants experience higher denial rates compared to White and/or higher-income applicants.
- **Rental Housing Denials**
  The majority of fair housing complaints in College Station pertain to the denial of rental housing opportunities.
- **Scattered-Site Housing Strategy**
  The City continues to support scattered-site, low-density affordable housing development as a strategy to prevent concentrated areas of poverty.
- **"No HUD" Rental Advertisements**
  Some rental listings include "No HUD" language, which restricts housing access for voucher recipients and may violate fair housing standards.

Recommended Actions

To address these concerns and advance fair housing efforts, the following actions are recommended:

- **Expand Fair Housing Education and Outreach**
  Increase the distribution of fair housing materials through digital platforms, public libraries, and public service media to reach a broader audience.
- **Continue Housing Rehabilitation Efforts**
  Maintain and enhance programs that target the rehabilitation and reconstruction of housing in low-to moderate-income, minority neighborhoods.
- **Promote Non-Discriminatory Advertising**
  Collaborate with local lenders, insurers, and housing providers to ensure inclusive and compliant advertising practices.
- **Support Affordable Housing Development**
  Partner with Housing Tax Credit developers to build safe, affordable, and sustainable rental housing, with a focus on serving low-income elderly residents.
- **Affirmative Marketing Requirements**
  Continue requiring developers of projects with five or more HOME-assisted units to submit an Affirmative Fair Housing Marketing Plan based on HUD form 935.2.
- **Education on Section 8 Housing Choice Voucher Program**
  Increase public awareness to reduce stigma and resistance toward HUD-sponsored housing participants.
- **Promote Equity in Lending**
  Engage private lenders in discussions on equitable loan approval practices, while also supporting minority and low-income applicants in preparing strong loan applications and understanding financial literacy fundamentals.

Introduction

The Fair Housing Act (FHA), enacted in 1968 as Title VII of the Civil Rights Act, is a cornerstone of civil rights legislation in the United States. Its primary purpose is to eliminate housing discrimination and promote residential integration. The Act prohibits discrimination in housing-related transactions- including renting, selling, financing, and advertising-based on:

- Race
- Color
- Religion
- Sex
- National origin
- Disability
- Familial status

The Fair Housing Amendments Act of 1988 expanded protections to include individuals with disabilities and families with children and strengthened enforcement mechanisms by empowering the U.S. Department of Housing and Urban Development (HUD) and private citizens to pursue legal remedies. The Supreme Court's 2015 decision in Texas Department of Housing and Community Affairs v. Inclusive Communities Project further affirmed that disparate impact claims- where polices may unintentionally discriminate – are valid under the FHA.

Local obligations under 24 CFR 91.225(a)(1)

Under 24 CFR 91.225(a)(1), the City of College Station is required by federal regulations to certify that it will affirmatively further fair housing as part of its annual submission to the U.S. Department of Housing and Urban Development (HUD). This certification is a core component of the City's compliance with federal housing regulations and is directly tied to its eligibility for funding through programs such as Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).

To meet this obligation, the City must:

- **Conduct an Analysis of Impediments to Fair Housing Choice (AI)**
  This involves identifying barriers-whether structural, policy based, or social – that limit housing access for protected classes, including race, color, religion, sex, national origin, disability, and familial status.
- **Take Meaningful Actions to Address Identified Impediments**

The City must implement strategies to eliminate or reduce these barriers, such as public education campaigns, policy reforms, and partnerships with housing providers.

- **Maintain Documentation of the Analysis and Actions Taken**
  Records must be kept to demonstrate the City's efforts and progress in affirmatively furthering fair housing. These records also inform the City's Consolidated Plan and serve as a basis for future planning.

The Analysis of Impediments completed by the Community Development Division serves as the City's formal response to this requirement. It provides a detailed assessment of local housing conditions, identifies discriminatory practices or gaps in access, and outlines actionable recommendations to promote equity in housing. While HUD does not directly approve the AI, its findings must be summarized in the City's Consolidated Plan and used to guide fair housing initiatives.

By fulfilling these obligations, the City of College Station demonstrates its commitment to creating inclusive, accessible, and equitable housing opportunities for all residents.

Description of College Station's role as a HUD grantee

The City of College Station serves as an official grantee of the U.S. Department of Housing and Urban Development (HUD), receiving federal funding to support a range of community development and housing initiatives. Through programs such as the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME), the City is empowered to address local needs related to affordable housing, public infrastructure, economic development, and social services

As a HUD grantee, College Station is responsible for:

- **Promoting Fair and Affordable Housing**

  The City works to expand access to safe, decent, and affordable housing for low- and moderate-income residents, including rehabilitation for existing homes and support for new construction.

- **Improving Public Facilities and Infrastructure**

  HUD funds are used to enhance public spaces, sidewalks, parks, and other infrastructure in underserved neighborhoods.

- **Conducting Strategic Planning and Compliance Activities**

The City prepares and maintains key planning documents such as the Consolidated Plan, Annual Action Plans, and the Analysis of Impediments to Fair Housing Choice, ensuring alignment with HUD regulations and community priorities.

- **Engaging Community Stakeholders**

Through public outreach and collaboration with local nonprofits, service providers, and residents, College Station ensures that HUD-funded programs reflect the needs and voices of the community.

- **Maintaining Regulatory Compliance**

The City must adhere to federal guidelines under 24 CFR Part 91, including the requirement to affirmatively further fair housing, monitor program performance, and report outcomes to HUD.

The Community Development Division oversees the administration of these funds, ensuring that projects are implemented effectively and equitably. College Station's role as a HUD grantee reflects its commitment to fostering inclusive growth, reducing disparities, and improving quality of life for all residents.

Methodology: data sources

The Analysis of Impediments to Fair Housing Choice draws upon a comprehensive array of data sources to ensure accuracy, relevance, and depth of insight. Key sources include:

- U.S. Census Bureau
- Texas Education Agency
- TownCharts
- Real Estate Research Center at Texas A&M University
- Bryan/College Station Association of Realtors' Multiple Listing Service
- City of College Station
- Moody Analytics
- U.S. Department of Housing and Urban Development (HUD)
- Brazos Central Appraisal District
- Federal Financial Institutions Examination Council (FFIEC)

This analysis was prepared by the City of College Station's Planning and Development Services Department, Community Development Division, whose staff led the research, data synthesis, and development of findings in accordance with federal fair housing guidelines.

Community Demographic Profile

Population trends and projections

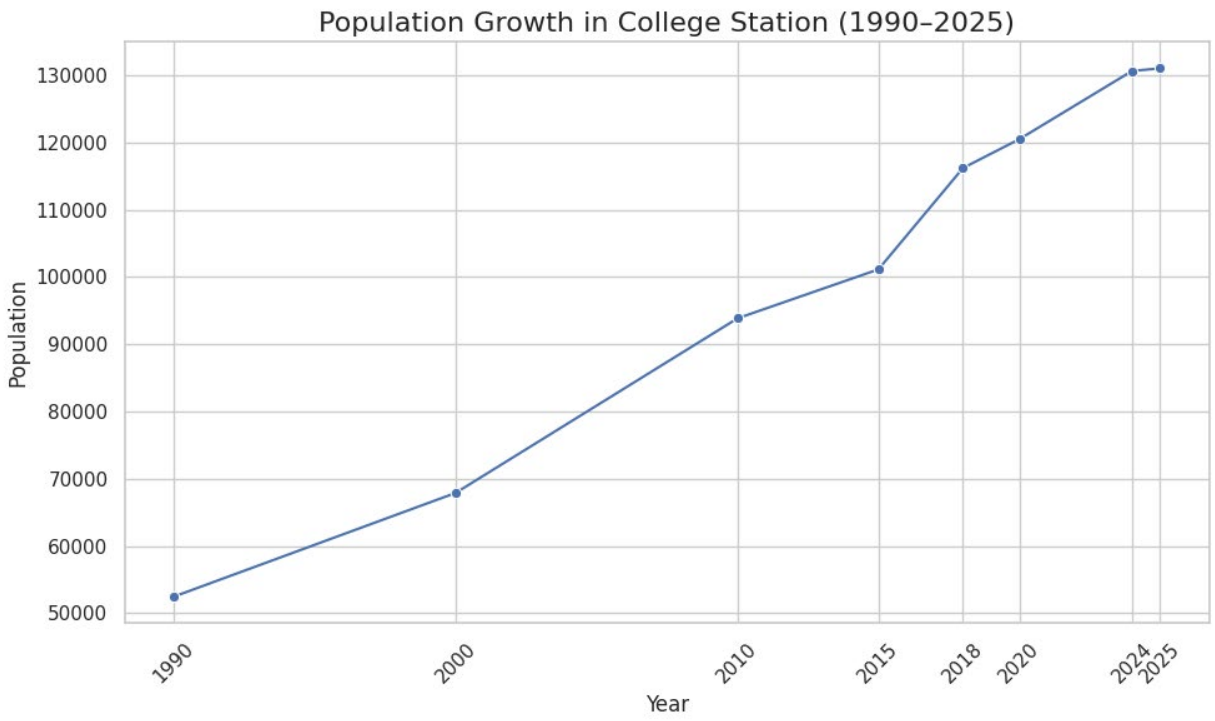
College Station continues to distinguish itself as a vibrant and rapidly expanding city. Between 2010 and 2020, the local population grew by an impressive 28%, reflecting the city's dynamic appeal and economic vitality. This growth is not isolated – neighboring communities throughout the Brazos Valley, including College Station's sister city, Bryan, and surrounding towns within the metropolitan statistical area (MSA), have also experienced notable population increases over the past decade.

According to the 2024 American Community Survey (ACS), College Station welcomed approximately 10,153 new residents from within the State of Texas and more than 2,100 individuals from international locations. These figures mark a notable increase compared to pre-pandemic migration patterns and underscore the city's continued attractiveness as a destination for both domestic and international movers. This sustained growth is expected to drive ongoing demand for housing and residential development.

In 2023, Brazos County reported a total population of 244,703, with College Station accounting for 128,391 residents and Bryan contributing approximately 116,312. As a result, College Station comprises just over half of the county's population. Notably, more than 12% of new arrivals were international or previously resided abroad, further contributing to the City's demographic diversity and housing demand.

The 2024 ACS also highlights year-over-year migration trends, indicating that College Station gained approximately 2,273 residents between December 2023 and December 2024. This growth trajectory is expected to continue, with projections estimating a population of 131,056 by the end of 2025.

Population forecasts for 2025, based on historical data from the U.S. Census Bureau and annual growth trends observed since the 2010 Decennial Census, suggest an average annual growth rate of 2.5%. At this pace, College Station is projected to reach a population of approximately 135,779 by the end of 2025.



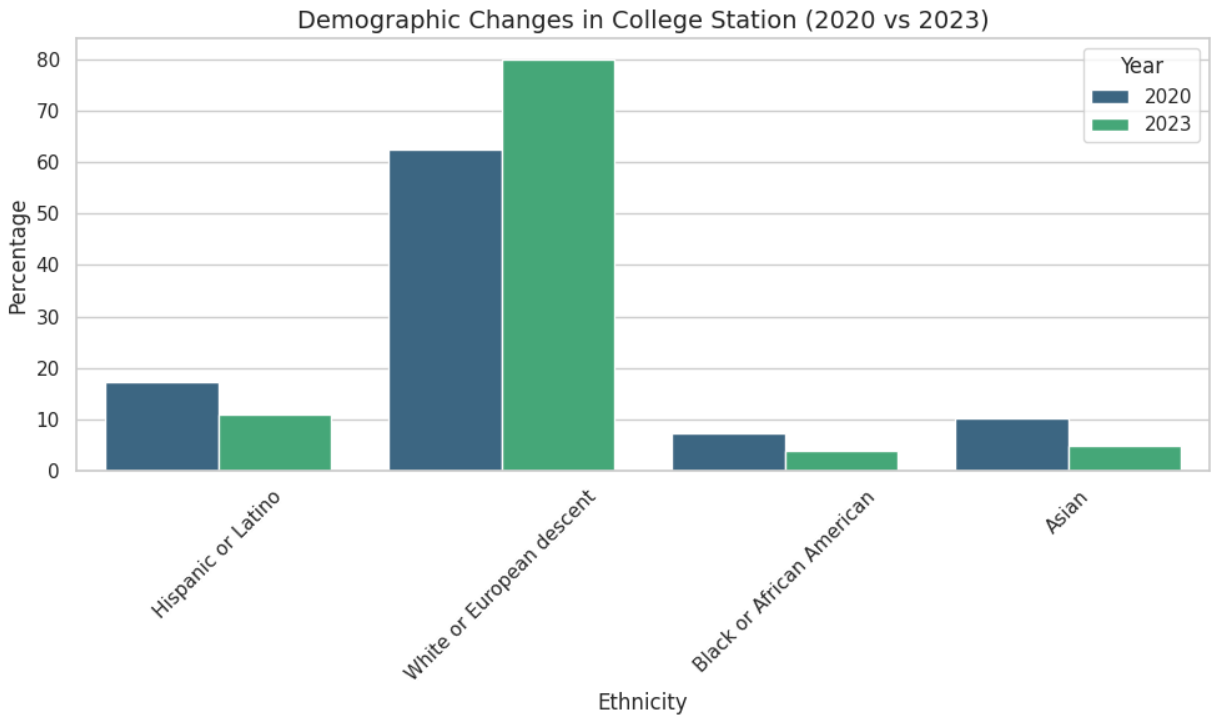
Racial, ethnic, and income composition

College Station's cultural diversity is largely influenced by the presence of Texas A&M University, which draws faculty, staff, and students from across the United States and around the globe. This academic hub contributes significantly to the City's dynamic and multicultural population.

In 2020, individuals of Hispanic and Latino origin comprised 17.2% of College Station's population, while residents of White or European descent accounted for 62.4% - a figure approximately 21 percentage points higher than the statewide average. Although College Station's overall minority representation was slightly below that of its sister city Bryan, Brazos, County, and the state of Texas, the City's demographic composition was notably broad, reflecting a diverse mix of backgrounds and cultures.

By 2023, demographic shifts were evident. The Hispanic or Latino population declined to 11%, while individuals of Black or African American origin represented 4% of the total population. The Asian community accounted for 5%, and residents of White or European descent increased to 80%. These figures mark a significant departure from the 2020 profile, which included 7.3% Black or African American residents and 10.2% Asian residents.

Despite these changes, College Station continues to serve as a regional center for cultural exchange and international engagement, maintaining its reputation as a vibrant and inclusive community.

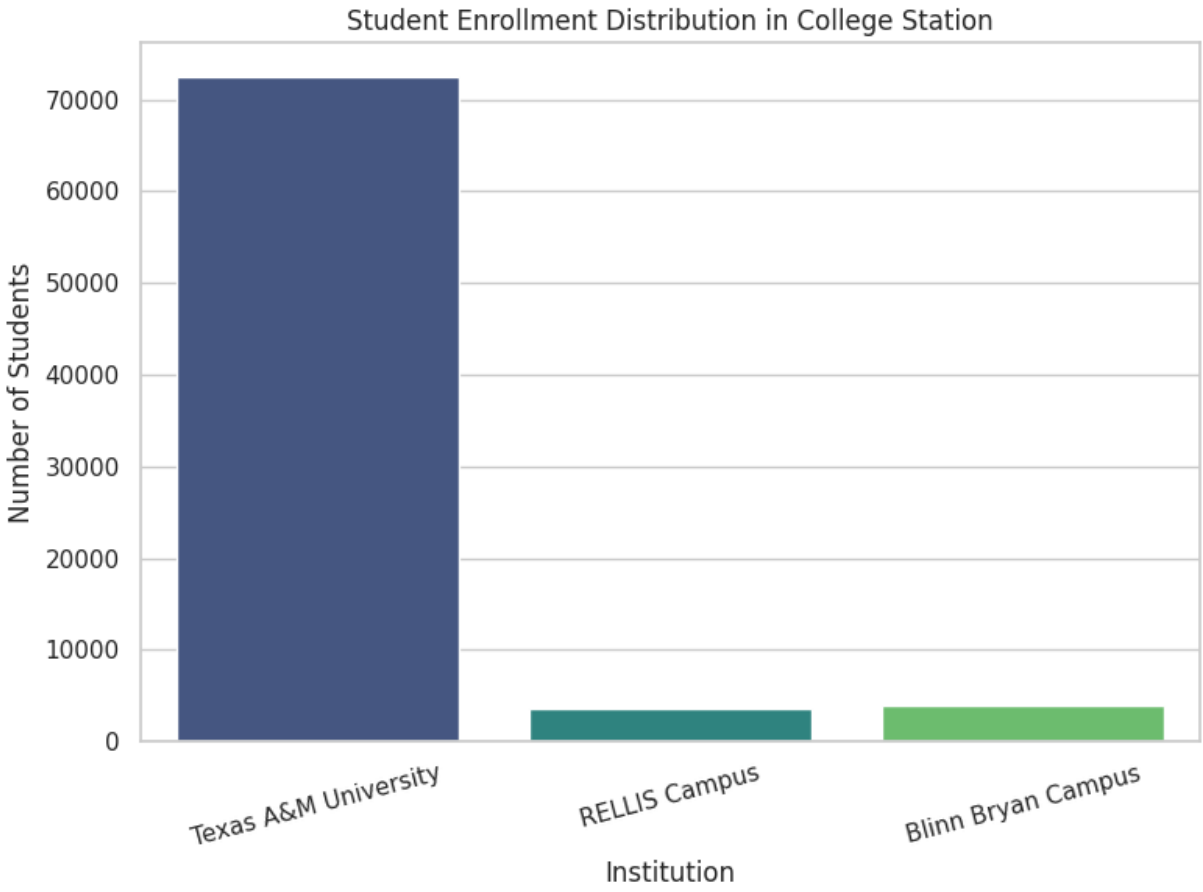


Student population impact

College Station, Texas – home to over 120,000 residents and a major hub for higher education – faces unique housing challenges shaped by its substantial student population. Anchored by Texas A&M University, the RELLIS Campus and the Blinn College Bryan Campus, the City's housing market is heavily influenced by student demand, seasonal occupancy cycles, and development patterns that prioritize students' needs over broader community affordability.

Institutional Presence and Enrollment

- **Texas A&M University:** With a total enrollment of approximately 79,114 students across all campuses, including 72,560 at the College Station campus, Texas A&M is the largest university in the U.S. by student population.
- **RELLIS Campus:** A collaborative academic site hosting students from multiple Texas A&M System institutions and Blinn College, RELLIS currently serves 3,540 students, with enrollment steadily increasing. The campus is located in the City of Bryan.
- **Blinn College Bryan Campus:** Once the largest Blinn campus, Bryan now enrolls 3,980 students, down from over 12,000 a decade ago.



Housing Market Dynamics

According to the 2020 Census and local data:

- 87% of the 48,972 housing units in College Station were occupied.
- The City contains a high concentration of multifamily units, largely developed to serve student renters.
- Single-family detached homes remain the most purchased housing type over the past five years.

The student population exerts considerable pressure on the rental market:

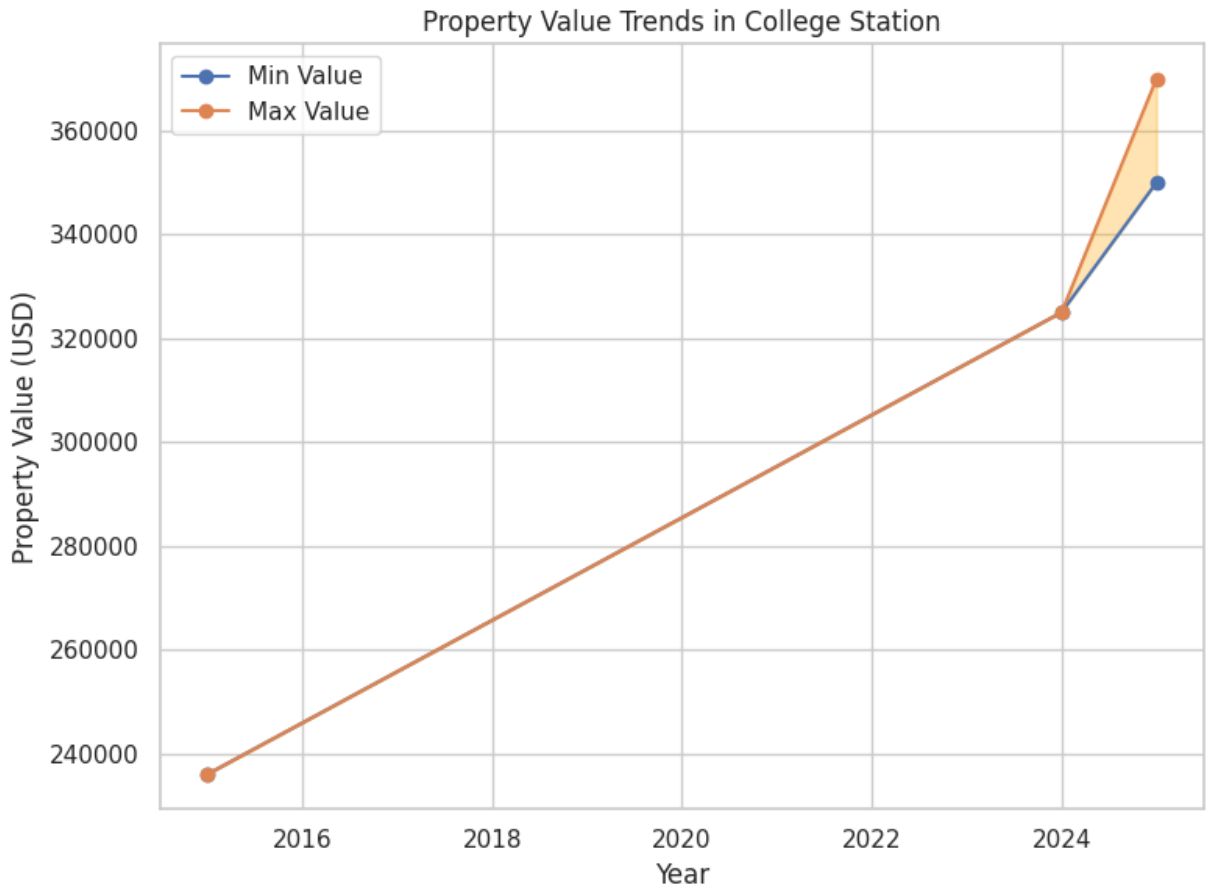
- Many landlords rent by the room; a model tailored to students but often unaffordable or unsuitable for non-student renters.
- Students typically prefer nine-month leases aligned with the academic calendar, causing seasonal fluctuations in occupancy and pricing.

- Fall lease rates are elevated due to peak demand, while summer discounts are common to offset vacancies.

Rising Property Values and Affordability Challenges

College Station has experienced a sharp rise in property values:

- In 2025, the median home sale price reached $325,000, with average sales ranging between $350,000 - $370,000.
- This marks a 66% increase from the 2015 average of $236,025, driven by limited land availability and geographic constraints.
- The City's strategic location between Houston, Austin, and Dallas further amplifies demand.



Despite ongoing development – including the addition of high-rise student housing in the Northgate District – College Station is projected to experience a housing supply shortage by 2030, which is expected to further exacerbate affordability challenges.

As outlined in the Housing Action Plan, housing affordability is not just a local issue but a broader challenge affecting communities across Texas and the nation. Key contributing factors include the rising cost of land, construction materials and labor; increased demand from remote workers and retirees relocating from higher- cost markets; and the continued need for student housing. Together, these dynamics are placing upward pressure on housing prices and limiting access to affordable options.

Senior Demographics

The City of College Station is experiencing a significant demographic shift, marked by a rapid increase in its senior population. According to the American Community Survey and the City's Housing Action Plan, adults aged 60 and older represent the fastest-growing age group, with the most pronounced growth occurring among those aged 65 to 74. This trend is driven in part by improved healthcare outcomes and a growing number of retirees – particularly former Texas A&M students, affectionately known as "Old Ags" – returning to the area for their retirement years.

This ageing population presents unique housing challenges. Many older residents live on fixed or limited incomes, face mobility and accessibility concerns, and require supportive services to maintain independence. As such, the need for affordable, accessible, and well – located senior housing is becoming increasingly urgent. The Housing Action Plan emphasizes that expanding affordable housing options for individuals aged 55 and older is essential to ensuring long-term residential stability and quality of life.

In response to market demand, developers have begun constructing senior housing communities, which are often profitable and cater to higher-income retirees. However, this trend has inadvertently diverted development incentives away from moderately priced workforce housing, deepening the affordability gap for low – and moderate – income residents.

Additionally, individuals with disabilities – many of whom are seniors – face compounded barriers in accessing suitable housing. The ACS data highlights the importance of integrating universal design principles, accessible infrastructure, and inclusive planning into future housing development to meet the needs of this growing demographic.

As College Station continues to grow and evolve, a balanced approach to housing development – one that prioritizes affordability, accessibility, and inter-agency collaboration – will be critical in supporting its aging and disabled populations.

Disability demographics

According to the 2020 American Community Survey (ACS) 5-Year Estimates, individuals with disabilities represent approximately 6.6% of College Station's total population. The largest concentration of disabled residents falls within the 18-34 age group, totaling 2,736 individuals, highlighting the need for inclusive services and housing options for younger adults with disabilities. Among residents aged 75 and older, 40% - or 1,101 individuals – report having one or more disabilities, underscoring the intersection of aging and disability – related needs.

Gender disparities are also evident, with 4,135 disabled females compared to 3,495 disabled males, suggesting potential differences in health outcomes, longevity, or access to services.

Disability varies significantly across racial and ethnic groups:

- American Indian/Alaska Native residents show the highest rate, with 29% (88 of 303 individuals) reporting a disability.
- Black/African American residents have a disability rate of 12% (1,066 of 8,900).
- White residents report a rate of 6.2%, while Asian and Hispanic populations show lower rates at 3.1% and 5.3%, respectively.

These disparities suggest that culturally responsive outreach and targeted support services may be necessary to address the unique challenges faced by specific communities.

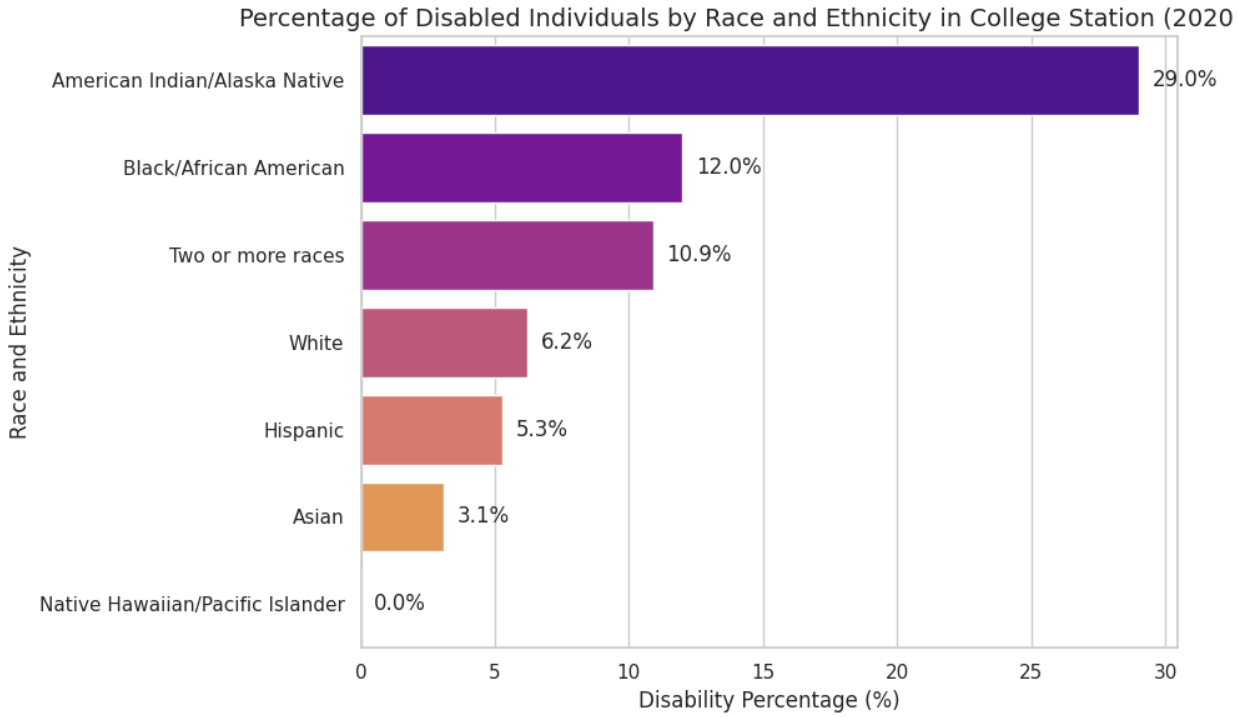
The ACS tracks six primary types of disabilities: hearing, vision, cognitive, ambulatory, self-care, and independent living difficulties. In College Station, cognitive difficulty is the most prevalent, accounting for 28% of all reported disabilities, followed by ambulatory difficulty at 22%. Many individuals experience multiple disability types, as evidenced by the 11,863 total disability instances recorded among 5,356 disabled residents.

Local nonprofit organizations play a vital role in supporting residents with disabilities. For example, Junction 505, which assists individuals in securing employment, has identified a critical need for supportive services, especially for clients with cognitive impairments. These individuals often struggle with daily tasks such as remembering to pay bills, leading to housing instability despite having sufficient income.

To address these challenges, the City of College Station provides Community Development Block Grant (CDBG) funding to several disability-focused nonprofits. Additionally, through HOME Investment Partnership Grant allocations, the City supports Elder Aid, a certified Community Housing Development Organization (CHDO). Elder Aid rehabilitates

substandard duplexes into accessible, affordable housing for income-eligible seniors and provides supportive services to help residents maintain independence.

Together, these efforts reflect College Station's commitment to foster an inclusive community where residents with disabilities have equitable access to housing, services, and opportunities for independent living.



English Proficiency Among College Station Residents

In College Station, Texas, the majority of residents – approximately 71% - report speaking only English at home, indicating a predominantly English – speaking population. The remaining 29% of residents speak a variety of other languages, with Spanish and Asian/Pacific Islander languages being the most common among them.

Within this multilingual segment, a significant portion experiences challenges with English proficiency. Residents whose primary home language is Spanish, or an Asian/Pacific Islander language are more likely to have limited English proficiency, which can impact access to public services, education, and employment opportunities.

These linguistic dynamics underscore the importance of inclusive communication strategies and language support services across the city. Addressing the needs of limited English proficient populations is essential for fostering equitable access and community engagement in College Station.

Housing Market Analysis

The housing market in College Station is undergoing continuous transformation, influenced by demographic changes, economic conditions, and evolving demand for housing. Insights from the American Community Survey (ACS) reveal significant developments since 2020, including shifts in homeownership rates, rental patterns, household composition, and the overall characteristics of the City's housing inventory.

Housing stock characteristics (age, type, condition)

College Station maintains a relatively modern housing inventory, with approximately 75% of residential units constructed after 1980. This younger housing stock contributes to a lower prevalence of dilapidated structures compared to peer communities, largely due to the influence of Texas A&M University's substantial student population. Over time, many aging or deteriorated properties have been redeveloped into student housing by private investors, supporting a steady renewal of available residential options.

The predominance of newer units also reduces the risk of lead-based paint exposure, a concern more common in municipalities with older housing inventories. To monitor and maintain housing quality, the City of College Station conducts a comprehensive survey of all residential structures every five years as part of its Consolidated Plan. This assessment categorizes housing units using a four-tier scale:

Excellent, Conservable, Substandard, and Dilapidated.

Current Housing Condition Breakdown

- **Excellent (76.64%)**
  These units are recently constructed, well-maintained, and require no visible repairs. Many were built within the last five years and reflect high standards of upkeep.
- **Conservable (19.99%)**
  Structures in this category are generally in good condition, requiring only minor maintenance such as painting or screen replacement. Repairs are typically manageable within a short timeframe.
- **Substandard (2.86%)**
  - These properties exhibit significant deficiencies beyond routine maintenance.
  - Common issues include:
  - Roof depressions or major foundation cracks
  - Leaning porches, unstable steps or railings
  - Warped or ground-contact siding (potential termite risk)

- Exposed plumbing or questionable electrical connections
- Damaged window frames, compromised weather resistance
- Cracked chimneys or improvised venting systems

Continued neglect may exacerbate these conditions, leading to further structural decline.

- **Dilapidated (0.52%)**

Units in this category pose serious health and safety risks and often require repairs exceeding 50% of the property's value. Typical indicators include:

- Large holes or missing materials in foundational or structural elements
- Sagging roofs, misaligned walls, or compromised framing
- Severe damage for fire, flooding, storms, or termite infestation

This four-point evaluation framework enables the City to prioritize maintenance efforts, allocated resources effectively, and uphold housing standards across all neighborhoods. By systematically assessing residential conditions, College Station promotes long-term structural integrity, public safety, and a high quality of life for its residents.

Rental vs. ownership patterns

College Station's housing landscape is distinctly shaped by its strong rental market, driven primarily by the presence of Texas A&M University. Of the City's approximately 47,029 households, 65.1% are renter-occupied while 34.9% are owner-occupied. This rental dominance has intensified since 2020, reflecting both the university's growing student population and broader challenges related to housing affordability.

In contrast, the broader College Station – Bryan Metropolitan Statistical Area (MSA) exhibits a more balanced distribution, with 50.2% of units owner-occupied and 49.8% renter-occupied. This disparity underscores the unique housing dynamics within College Station itself.

Population Growth and Housing Demand

College Station continues to experience rapid expansion, with projections from the Planning and Development Services Department estimating a population of 145,000 by 2030– representing a steady annual growth rate of approximately 2%. However, the current housing supply has not kept pace with this growth, resulting in a shortage of available units.

A key indicator of this strain is the high volume of daily commuters. According to the 2020 U.S. Census Bureau, over 40,000 individuals travel into College Station for work each day.

Notably, 69% of the City's workforce (40,981 of 59,810 jobs) is filled by non-residents, highlighting a significant gap between housing availability and employment demand.

Development Trends and Future Outlook

Student preferences continue to shape rental development, with older properties frequently redeveloped into student-oriented units. High-rise construction in Northgate and conversion of workforce housing into student rentals has exacerbated the shortage of affordable options for non-student residents.

Despite ongoing development, College Station is projected to face a housing supply shortfall by 2030, contributing to upward pressure on rental prices and reinforcing the need for strategic, inclusive housing solutions.

Affordability of accessible and subsidized housing

College Station faces a complex housing landscape shaped by rising costs, limited public housing infrastructure, and growing demand for affordable, accessible units. While the City does not operate public housing, it actively supports low- and moderate-income households through a network of federal, state, and local programs, with the Brazos Valley Council of Governments (BVCOG) playing a central role in regional housing assistance.

Housing Choice Vouchers and Regional Access

BVCOG administers the Housing Choice Voucher program across a seven-county region, serving 1,698 households- of which 1,527 reside in Brazos County. College Station accounts for 451 voucher holders, or 26% of the regional total, underscoring its significance as a housing destination. However, Bryan hosts more voucher recipients due to lower rental prices and greater landlord participation.

Demand for vouchers remains high, with 3,097 applicants on the waitlist and an average wait time of 24 months. Despite these challenges, the program is instrumental in promoting housing stability and economic mobility for vulnerable populations.

Affordable Housing Inventory and Initiatives

College Station's affordable housing portfolio includes a mix of subsidized units and tax credit properties:

Low-Income Housing Tax Credit (LIHTC) Properties: 460 units serve families, seniors, and individuals with special needs.

CDBG & HOME- Funded Units: 46 units supported by local nonprofit partners.

Federally Supported Housing: 250 Units, including Southgate Village and LULAC Oak Hill Apartments.

The City anticipates maintaining its current inventory, with no LIHTC contract expirations expected in the next five years. However, naturally occurring affordable housing-typically older, unsubsidized units- is rapidly declining due to redevelopment pressures favoring student-oriented, high-density housing.

Barriers to Expansion

Efforts to increase the affordable housing supply face several obstacles:

- Reductions in grant funding
- Rising construction and land costs
- Limited availability of affordable starter homes

The City's Down Payment Assistance Program, which previously offered up to $50,000 in gap financing, experienced low utilization amid rising property values. To better support prospective homebuyers and increase participation, the assistance limit has been raised to $80,000. In Q1 2025, the median sales price for a non-newly constructed home reached $321,500, making homeownership increasingly unattainable for first-time buyers.

Housing for Seniors and Individuals with Disabilities

College Station's aging population is expanding rapidly, with seniors aged 65+ growing by over 80% between 2010 and 2020. Many rely on fixed incomes and require affordable, accessible rental options. Currently, 51 units across seven properties are designed to accommodate individuals with disabilities, but demand continues to outpace supply.

Larger Units for Low-Income Families

A shortage of three-bedroom or larger affordable units presents a significant challenge for low-income families. As redevelopment trends favor smaller student apartments, family-sized units are increasing scarce. Expanding this segment of the housing market is essential to support household stability and long-term community investment.

College Station's commitment to housing affordability is evident through its diverse initiatives and partnerships. However, sustained investment and strategic planning will be critical to meet the evolving needs of seniors, families, and individuals with disabilities-ensuring equitable access to safe, affordable housing for all residents.

Impact of student housing on affordability and availability

College Station's housing market is deeply shaped by the presence of Texas A&M University, the largest university in the United States by enrollment. With over 79,000 students at Texas A&M and additional demand from Blinn College and RELLIS campuses in nearby Bryan, the city faces unique pressures in balancing student housing needs with broader community affordability.

Student Demand and Market Dynamics

The substantial student population drives intense demand for off-campus rental housing. While on-campus housing has not kept pace with enrollment growth, the private market has responded with high-density, multi-unit developments – many of which lease by the bedroom. Approximately 191 apartment complexes provide an estimated 118,000 beds, reflecting the scale of student-oriented housing.

Landlords frequently structure leases around academic cycles, offering nine-month terms and adjusting rates seasonally. Rental occupancy peaks in the fall semester and dips in summer, with fall rates typically higher and summer discounts common. Room-by-room leasing models, with rates ranging from $500 to $800 per room monthly, have become the norm – driving up the cost of multi-bedroom units and making them financially inaccessible to traditional families.

Decline of Naturally Occurring Affordable Housing

A pressing concern is the erosion of naturally occurring affordable housing – older, unsubsidized units that once served low- and middle-income families. These properties are increasingly acquired by investors and redeveloped into student-focused housing, contributing to rising land values near Texas A&M's main campus and pricing out non-student residents.

This trend has led to a shortage of larger, affordable rental units. Families seeking three- to five- bedroom homes face limited supply and high competition from student renters willing to share costs. As a result, many households are forced to downsize or relocate outside city limits, exacerbating financial strain and disrupting community stability.

Housing Composition and Ownership Trends

College Station has approximately 47,029 households, with 65.1% renter-occupied and 34.9% owner-occupied – demonstrating a rental-heavy market influenced by student demand. In contrast, the broader College Station-Bryan Metropolitan Statistical Area shows higher homeownership rates (50.2%).

The City's housing stock is predominantly single-family homes, accounting for 78% of residential parcels. Middle housing options- such as duplexes, townhomes, and patio

homes – make up 20% of units but remain underutilized in addressing affordability gaps. The lack of diverse housing types limits opportunities for non-student residents to secure sustainable, cost-effective living arrangements.

Affordability Challenges

Rental rates in College Station frequently exceed HUD determined Fair Market Rents, posing challenges for voucher holders and low-income households. While many single-person households live in units that are structurally sound, they often struggle with affordability due to limited housing options and high prices.

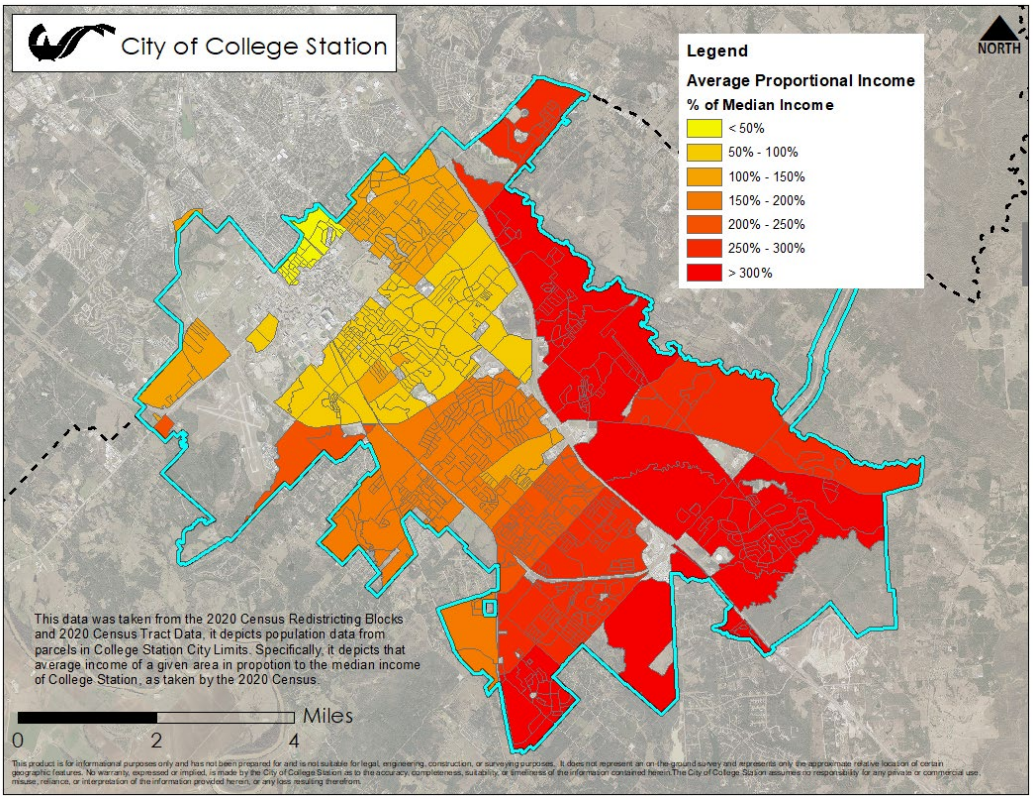
Homeowners generally experience fewer housing problems, but the overall surge in land values and redevelopment pressures have prompted the City to reevaluate its affordable housing strategies. Without intervention, College Station is projected to face a housing supply shortage by 2030, further intensifying rent increases and limiting access for workforce families.

The influence of student housing on College Station's affordability and availability is profound. While the City benefits from a vibrant academic community, the prioritization of student-oriented development has strained housing access for non-student populations. Addressing this imbalance will require strategic investment in diverse housing types, preservation of naturally affordable units, and policies that promote inclusive growth for all residents.

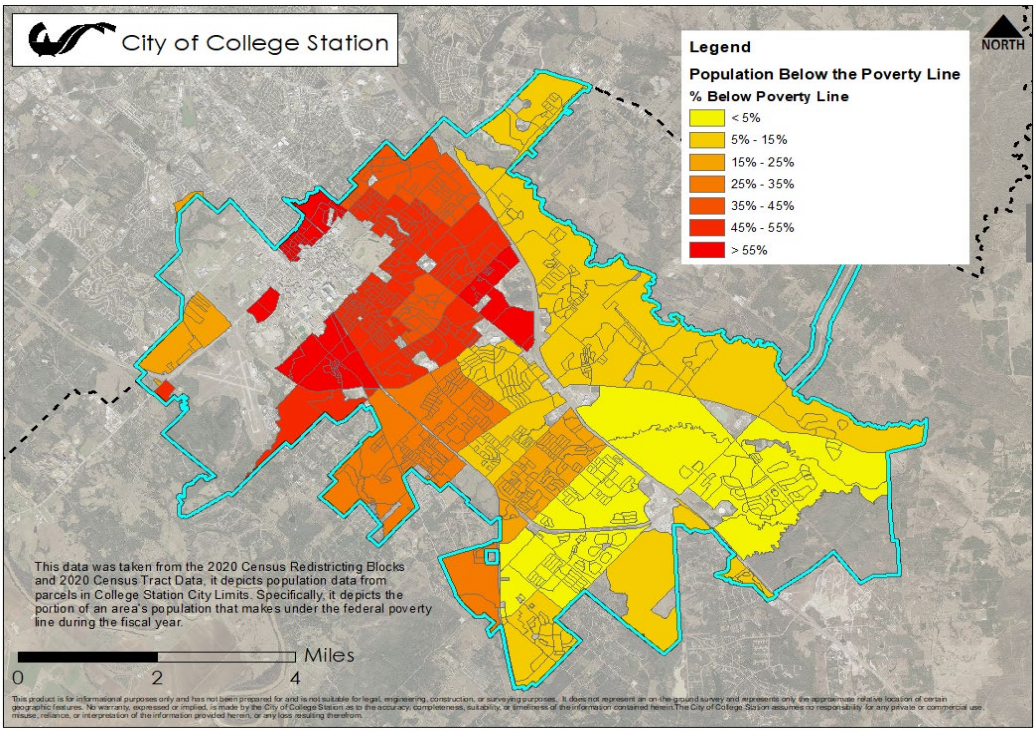
HUD Fair Market Rents					
FMR Year	Efficiency	1 BR	2 BR	3 BR	**Average YoY % Increase**
FY 2016	$654	$703	$862	$1,250	**x**
FY 2017	$624	$699	$845	$1,230	**-2.18%**
FY 2018	$655	$756	$908	$1,321	**6.99%**
FY 2019	$682	$791	$938	$1,317	**2.94%**
FY 2020	$682	$791	$938	$1,353	**0.68%**
FY 2021	$686	$774	$909	$1,301	**-2.12%**
FY 2022	$759	$841	$975	$1,385	**8.25%**
FY 2023	$839	$841	$975	$1,385	**10.54%**
FY 2024	$958	$1,015	$1,140	$1,606	**16.8%**
FY 2025	$1,034	$1,034	$1,206	$1,690	**5.19%**
Avg YoY % Increase by Type	**2.6%**	**3.1%**	**2.2%**	**1.8%**	

Source: HUD, The FY 2025 College Station-Bryan, TX MSA FMRs for All Bedroom Sizes

Map 1: Average Proportional Income



Map 2: Population Below the Poverty Line



Public Policy and Regulatory Review

Zoning ordinances and land use policies in College Station

Public policies in College Station play a critical role in shaping affordability, accessibility, and diversity of housing options. While many regulations are designed to promote orderly growth and protect property rights, they can also create unintended barriers to fair housing. Understanding the intersection of zoning ordinances, land use policies, and housing equity is essential for fostering a more inclusive and sustainable community.

Regulatory Landscape and Its Impact

Several key policies influence the City's housing development patterns:

- **House Bill 347 (HB 347):** Enacted in 2019, this state law prohibits municipalities from annexing land within their extraterritorial jurisdiction (ETJ) without landowner consent. While it safeguards property rights, it has significantly constrained College Station's ability to expand its boundaries. This restriction limits access to buildable land, drives up land prices, and contributes to rising housing costs – particularly for lower-income households.
- **Ad Valorem Property Tax System:** Property taxes based on assessed land value directly affect housing affordability. As land values increase, so do tax burdens for homeowners and developers, which can discourage investment in affordable housing and raise costs for existing residents.
- **Development and Impact Fees:** Local government-imposed fees- such as permitting, infrastructure, and utility connection charges – add to the overall cost of housing construction. These expenses can deter developers from pursuing affordable housing projects and reduce the feasibility of cost-effective residential development.
- **Zoning Ordinances and Land Use Restrictions:** While essential for maintaining safety and neighborhood character, strict zoning regulations can limit housing variety. Restrictions on density, lot size, and housing types often prevent the introduction of innovative, affordable solutions such as duplexes, townhomes, and accessory dwelling units. This lack of flexibility can disproportionately affect low- and moderate-income households by reducing the availability of diverse housing options.

Implications for Fair Housing

These regulatory frameworks, though well-intentioned, may inadvertently create impediments to fair housing by:

- Limiting the geographic expansion of affordable housing opportunities
- Increasing the financial burden on developers and homeowners
- Restricting the development of mixed-income and multi-family housing
- Reducing access to homeownership for income-eligible residents

Such barriers can perpetuate socioeconomic segregation and hinder efforts to create inclusive neighborhoods that serve residents across all income levels.

Proactive Measures and Policy Reform

In Program Year 2025, the City of College Station has launched a series of strategic initiatives to address these challenges and promote fair housing:

- **Down Payment Assistance**: Utilizing HOME and CDBG funds to support income-eligible homebuyers and expand access to homeownership.
- **Stakeholder Engagement**: Collaborating with developers, financial institutions, and nonprofit partners to ensure zoning and land use policies are data-informed and responsive to community needs.
- **Comprehensive Planning**: Advancing goals outlined in the City's Comprehensive Plan and Housing Action Plan (adopted September 2024) to diversify housing types and increase affordable unit production.
- **Housing Plan Advisory Committee**: Established in Spring 2025 to monitor progress, guide implementation of the Housing Action Plan, and ensure alignment with fair housing principles.

College Station's zoning ordinances and land use policies are foundational to its urban development strategy. However, without thoughtful reform and targeted investment, these regulations may inadvertently hinder fair housing outcomes. By balancing regulatory oversight with flexibility, and by aligning public policy with inclusive housing goals, the City can continue to foster a community where all residents – regardless of income- have access to safe, affordable, and equitable housing.

Review of local housing programs (HOME, CDBG)

The City of College Station administers a range of housing initiatives supported by federal funding through the HOME Investment Partnership Grant (HOME) and the Community Development Block Grant (CDBG). These programs are critical to advancing the City's commitment to affordable housing, neighborhood revitalization, and equitable access to housing opportunities for low- and moderate-income residents.

HOME- Funded Programs

The HOME program provides flexible funding to support the development and preservation of affordable housing. In College Station, HOME funds are strategically allocated to:

- **Down Payment Assistance:** Offers financial support to income-eligible homebuyers, helping bridge the affordability gap and expand access to homeownership.
- **Rental Housing Development:** Supports the construction and rehabilitation of affordable rental units, with a focus on serving families, seniors, and individuals with disabilities.
- **Tenant-Based Rental Assistance (TBRA)**: Provides short-term rental subsidies for households facing housing instability, ensuring access to safe and affordable living arrangements.
- **Homeowner Rehabilitation**: Assists low-income homeowners with critical repairs and accessibility modifications, preserving housing stock and improving quality of life.

CDBG-Funded Programs

The CDBG program is designed to address a broad spectrum of community development needs. In College Station, CDBG funds are used for:

- **Affordable Housing Preservation**: Fund rehabilitation projects for aging housing units, particularly those serving elderly and disabled residents.
- **Public Services**: Support nonprofit organizations that provide housing-related services, including homelessness prevention, financial literacy, and tenant advocacy.
- **Infrastructure Improvements**: Enhance neighborhood livability through investments in sidewalks, drainage, and accessibility features in low-income areas.
- **Fair Housing Initiatives**: Promotes housing equity through education, outreach, and enforcement of anti-discrimination policies.

These programs are implemented in alignment with the City's Consolidated Plan and Housing Action Plan, which outline long-term goals for housing affordability, accessibility, and sustainability. The City also engages with local stakeholders – including developers, financial institutions, and nonprofit partners- to ensure that funding is used effectively and equitably.

Together, HOME and CDBG programs serve as foundational tools in College Station's efforts to expand affordable housing options, support vulnerable populations, and foster inclusive community development.

Transportation access and its effect on housing choice

The City of College Station faces a growing crisis at the intersection of transportation access and housing affordability. The inflexible and inconsistent public transportation system has emerged as a critical barrier to mobility, particularly for low-income residents, special needs populations, and elderly individuals. This lack of reliable transit not only restricts access to employment, education, and healthcare, but also directly influences housing choice and economic opportunity.

Key Transportation Challenges

- **Limited Transit Coverage**: Public transportation in College Station lacks fixed routes, does not operate during nights or weekends, and is slow and inconsistent. These limitations disproportionately affect households without personal vehicles, exacerbating hardship for low-income and vulnerable populations.
- **Cross-City Accessibility**: Many essential services – especially for special needs populations – are located in neighboring Bryan. Without adequate transportation links, residents struggle to access mental health care, rehabilitation services, and permanent housing solutions.
- **Elderly Mobility Needs**: With a rapidly growing population aged 55 and older, demand for affordable senior housing and healthcare is rising. However, limited transit options hinder access to these critical services, threatening the well-being of aging residents.

Housing Implications

- **Restricted Housing Choice**: The lack of transportation forces many residents to prioritize proximity to services over affordability, limiting their

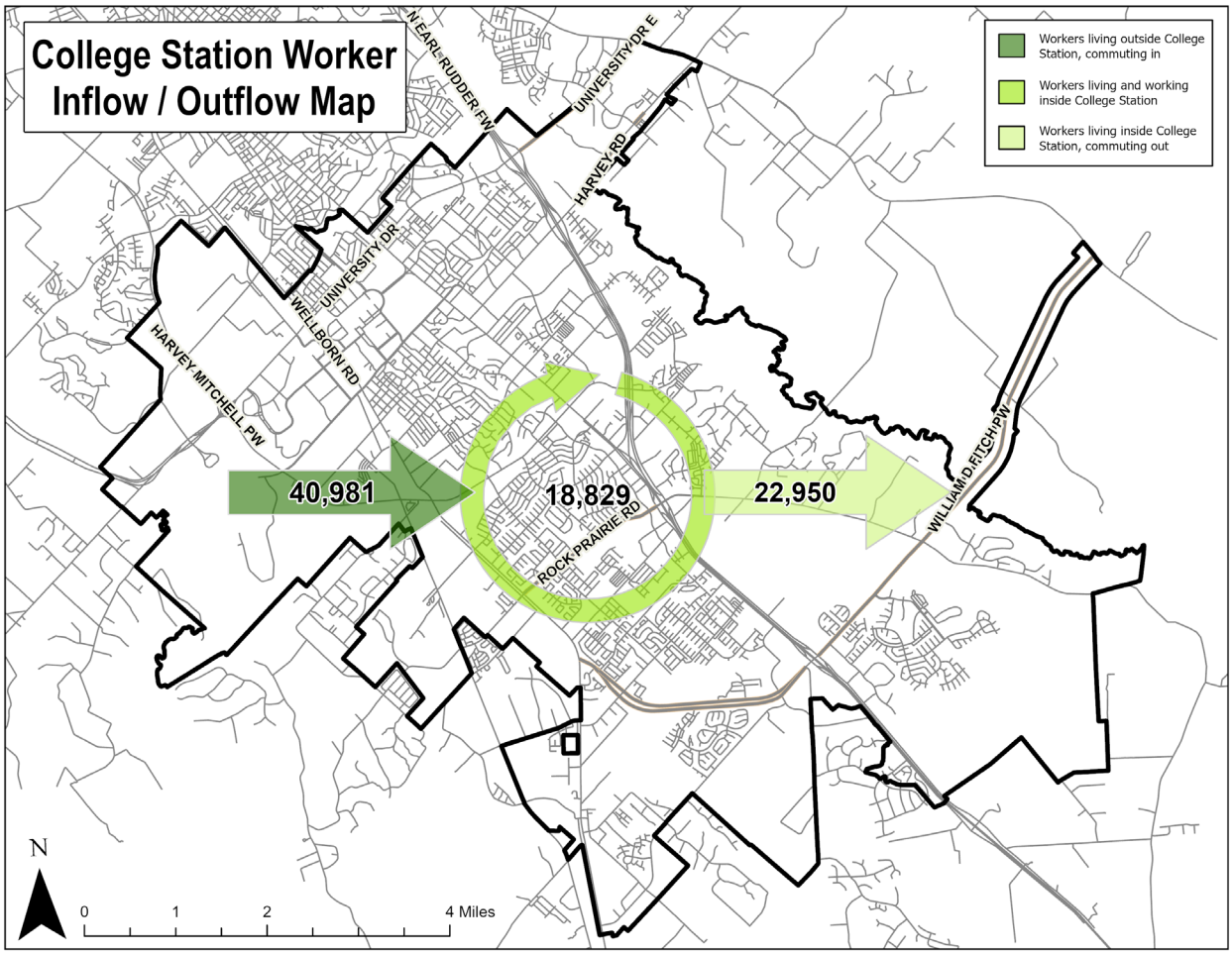
housing options. This is particularly acute for single-parent households, low wage earners, and those at risk of homelessness.

- **Commuter Burden**: Due to the shortage of affordable housing within College Station, a significant number of workers must commute from surrounding areas, including Bryan, other parts of Brazos County, and beyond. Census Data and the Housing Actin Plan Existing Conditions Report indicate that this trend is increasing, placing strain on regional infrastructure and contributing to underemployment.
- **Service Agency Constraints**: Providers face funding and staffing limitations that prevent them from meeting widespread demand. Transportation was ranked as the highest personal need by both service providers and survey respondents, underscoring its central role in accessing housing and healthcare.

Strategic Recommendations

To address these interconnected challenges, College Station must adopt a holistic approach:

- **Invest in Affordable Housing:** Expand housing options for low-income and elderly residents, including units with accessibility features and proximity to transit corridors.
- **Enhance Transit Infrastructure:** Develop reliable, fixed-route public transportation that operates during evenings and weekends, with improved connectivity to Bryan.
- **Integrate Support Services:** Pair housing investments with workforce development, childcare access, and behavioral health services to create sustainable pathways out of poverty.


College Station Worker
Inflow / Outflow Map
Workers living outside College Station, commuting in
Workers living and working inside College Station
Workers living inside College Station, commuting out
N EARL RUDDER FWY
UNIVERSITY DR E
HARVEY RD
UNIVERSITY DR
WELLBORN RD
HARVEY MITCHELL PW
WILLIAM D FITCH PW
ROCK PRAIRIE RD
40,981
18,829
22,950
N
0
1
2
4 Miles

Fair Housing Enforcement and Outreach

Local complaint data (HUD, Texas Workforce Commission Civil Rights Division)

Collage Station Closed January 1, 2000- September 9, 2025						
Case Name	HUD Case Number	Closure Reason	HUD Filing Date	Cause Date	FHAP Closure Date	HUD Closure Date
Wilson, Ruby G vs Ekilli, Zahra	06-02-0739-8	No cause determination	08/21/02		01/31/03	03/10/03
Jennifer Clemons v Stylecraft Custom Home Builders	06-05-0701-8	No cause determination	04/07/05		01/31/06	03/09/06
Thomas W. Johnson v Jessica Deckard	06-07-0343-8	No cause determination	01/10/07		05/31/07	06/26/07
Kaye Rasler v Georgia Derickson	06-09-0639-8	Conciliation/settlement successful	03/27/09		04/08/09	07/09/09
Robert Russell v Brandy Purcell	06-09-0304-8	Complaint withdrawn by complainant without resolution	01/07/09		03/25/09	05/12/09
Morgan Lorant v Lofts at Wolf Pen Creek	06-16-4479-8	Complaint withdrawn by complainant after resolution	02/29/16		03/29/16	04/11/16
Jalyn Golden v The Marc	06-16-4700-8	Complaint withdrawn by complainant after resolution	04/19/16		05/17/16	05/17/16
Lynnitha & Wilbon Spivey v The Huntington Apartments	06-10-1250-8	No cause determination	08/04/10		09/27/10	10/04/10
Deborah Sims v Renaissance Apartments	06-12-0759-8	Complainant failed to cooperate	04/10/12		06/14/12	06/26/12
John Comstock v DC Homeowners Association Inc.	06-10-1084-8	Conciliation/settlement successful	07/07/10		09/21/10	09/24/10
Russell Todd Hairston v Newport Management	06-09-1027-8	Conciliation/settlement successful	07/08/09		02/17/10	03/03/10
Shannon Gee Ezigbo v University Rents, LLC, et.al.	06-23-6702-8	Complaint withdrawn by complainant after resolution	09/12/23		10/03/23	11/01/23
Fair Housing Advocates vs Katie Complan, Agent for RE/MAX and Swiki Anderson	06-17-9318-8	Conciliation/settlement successful	08/18/17		10/24/17	10/24/17
Fair Housing Advocates, Inc. vs Stadium View Apartments	06-17-9317-8	No cause determination	08/18/17		12/13/17	06/28/18
Joe Bailey v Brazos Beachfront Properties, L.P.	06-12-0959-8	Complaint withdrawn by complainant after resolution	05/15/12		10/11/12	11/22/12
Matthew and Candida Sanders v Cedar Ridge at College Station	06-12-1042-8	Conciliation/settlement successful	05/30/12		09/30/12	10/22/12
Ronald Page v At Home Properties	06-16-5190-8	Conciliation/settlement successful	08/16/16		11/10/16	11/10/16
Salih Kilicli v. The Marc Apartments	06-17-6642-8	Conciliation/settlement successful	12/21/16		02/24/17	02/24/17
Rhonda Oldham v Amber George	06-09-0773-8	Complaint withdrawn by complainant after resolution	05/05/09		07/22/09	09/15/09
Vivian Christian v Walden Pond Apartments	06-13-0504-8	No cause determination	03/19/13		02/28/14	03/27/14
Rachel McClure v. Redstone Apartments	06-17-6506-8	Conciliation/settlement successful	12/07/16		03/13/17	03/13/17
Wanana Fields v College Station Terrace Pines Apartments Homes LP et al.	06-24-7365-8	Conciliation/settlement successful	03/25/24		09/20/24	01/27/25
Marlenellys Melendez v The Bend at Crescent Pointe Apartments	06-17-6513-8	No cause determination	12/07/16		02/14/17	02/14/17
Shalantra Smith v The Marc and Campus View Apartments	06-19-3391-8	Conciliation/settlement successful	10/11/18		03/25/19	07/16/19
Jannet Barrera v Katie Complan, Realtor	06-17-8999-8	Conciliation/settlement successful	07/18/17		08/28/17	08/28/17
Fair Housing Advocates, Inc. v John Flynn, Realtor	06-17-8956-8	Conciliation/settlement successful	07/14/17		10/24/17	10/24/17
Anna Williams v Suzan Sullens	06-18-3076-8	No cause determination	09/10/18		01/16/19	02/27/19
Susan Stanton v The Enclave Student Housing, et.al.	06-24-7147-8	Conciliation/settlement successful	01/23/24		05/01/24	05/09/24
Katrina Hart vs CS MF24 I LLC et al	06-25-8573-8	No cause determination	04/22/25		08/08/25	
Garett Hall v John Qiang Fu, et al.	06-22-2853-8	No cause determination	12/22/21		02/18/22	03/30/22
Cole Brentham v. Daniel & Christie Dance, et al	06-23-6265-8	No cause determination	05/03/23		07/25/23	07/10/24
Raymond Bruce v. Vintage Apartments LLC et al.	06-25-8452-8	Complaint withdrawn by complainant after resolution	03/18/25		04/24/25	06/06/25
Floyd Polk v Fratris Holleman Oaks LLC	06-21-9763-8	Dismissed for lack of jurisdiction	10/19/20		11/17/20	01/14/21
Linda Colter V. Terrace Pines/Diamond Johnson	06-24-7170-8	No cause determination	01/29/24		06/04/24	07/08/24
Jennifer Hinnant v NCCD-College Station Properties LLC, et al	06-23-6157-8	No cause determination	04/03/23		06/30/23	07/11/23
Robin Gordon v. MMS Homes LLC, et al.	06-23-6296-8	No cause determination	05/10/23		08/15/23	07/11/24
Latoya Anderson v Creek Meadows Owners Association, Inc	06-22-4154-8	No cause determination	05/25/22		07/15/22	10/27/22
Enrique Carrejo and Alyssa Mitchell v. Manuel Sanchez-Castillo et al.	06-23-6167-8	Conciliation/settlement successful	04/05/23		08/10/23	09/29/23
Shakayla Munson v. LCP College Station I LLC, et al.	06-23-6244-8	No cause determination	04/25/23		08/29/23	07/15/24
Shelby Daniel v SZ College Station Cottages LLC et. al	06-23-6428-8	Conciliation/settlement successful	06/20/23		11/02/23	11/13/23
Yousra Soliman v Redstone Apts	06-03-0739-8	No cause determination	08/18/03		11/10/03	11/20/03
Adhara Castelblanco vs Online Real Estate	06-05-0537-8	No cause determination	03/01/05		09/08/05	11/04/05
Hector Olmos vs Online Real Estate	06-05-0539-8	No cause determination	03/01/05		09/08/05	11/07/05
						49

Fair Housing education efforts and outreach materials

The City of College Station is committed to affirmatively furthering fair housing through a robust education and outreach program designed to inform residents, housing providers, and service agencies of their rights and responsibilities under the Fair Housing Act. These efforts aim to reduce housing discrimination, promote inclusive communities, and ensure equal access to housing opportunities for all.

Core Education & Outreach

Public Engagement: Fair Housing materials are regularly presented and distributed at public meetings, ensuring broad community awareness.

Industry Surveys: The City conducts periodic surveys of local housing professionals and agencies to identify patterns of discrimination and emerging challenges.

CDBG Funding Support: Eligible public service agencies working to advance fair housing may apply for Community Development Block Grant (CDBG) funding, reinforcing the City's commitment to systemic change.

Dedicated Web Resources: The Fair Housing webpage provides educational materials, links to HUD resources, and guidance on filing complaints.

Homebuyer Education Classes: Offered multiple times per year, these classes cover credit literacy, mortgage processes, home shopping, and maintenance – with fair housing regulations integrated into the curriculum.

Individual Counseling: All housing program clients receive personalized fair housing materials and guidance during one-on-one sessions with City staff.

Stakeholders' Presentations:

- Nonprofit organizations receive training to help staff identify fair housing violations among clients.
- Bankers, lenders, and financial institutions are briefed on fair housing laws and local denial statistics.
- Landlords participating in the Housing Choice Voucher program are educated on their obligations under fair housing law.

Community Engagement

As part of the City of College Station's ongoing commitment to equitable housing access, a comprehensive community engagement effort was conducted to assess the housing needs and challenges faced by low- to moderate-income (LMI) residents. This initiative included

citizen surveys, focus groups, public hearings, and stakeholder interviews, all coordinated by the Community Development Division of Planning and Development Services.

Key Housing Needs Identified

The 2025 Citizen Survey revealed that affordable housing is the most pressing need in College Station. Respondents prioritized the following areas for local funding:

1. **Affordable Housing Initiatives (77.9%)**
2. **Rental and Security Deposit Assistance (48.59%)**
3. **Homebuyer Assistance (40.68%)**

Additional priorities included affordable rental housing, increased housing options for senior citizens, family housing, and transitional housing. When asked about federally funded programs through HUD, residents again emphasized affordable housing, public services, and rental assistance as top priorities.

Community Identified Impediments to Affordable Housing

Survey participants identified several barriers to expanding affordable housing stock:

- **High Land Costs**- Ranked as the most significant impediment, driven by competitive demand and limited availability.
- **Land Availability**- Scarcity of developable land restricts new construction.
- **Student Market Demand**- Inflated rental prices due to student housing pressures.
- Other concerns included development and financing costs, local income levels, permitting processes, and limited builder participation.

Respondents also expressed concern about a potential housing bubble fueled by low interest rates and increased investor activity in the single-family home market.

Focus Group Insights

The focus group highlighted six major barriers affecting housing access for low-to-moderate income (LMI) residents:

a. **Rising Rents & Lack of Affordable Housing**
    - Rent hikes of 35-45% driven by investment firms acquiring rental properties.
    - Student housing demand inflates prices, squeezing out families.
    - Some landlords prefer vacancies over renting to LMI tenants.

b. **Substandard Rental Conditions**
    - Long-term rentals suffer from neglect, especially those owned by investment companies.
    - Unaddressed repairs (e.g., HVAC systems) lead to high utility costs.
    - Weak accountability mechanisms allow poor housing quality to persist.
c. **Limited Access for Tenants with Poor Rental Histories**
    - Past evictions and broken leases hinder housing opportunities.
    - High security deposits create financial barriers.
    - Landlords often reject applicants with rental history issues, pushing them into subpar housing.
d. **Lack of Incentives for Affordable Housing**
    - Corporate owners lack motivation to rent to LMI families.
    - Developers can profit with just 65% occupancy, reducing interest in affordability.
    - Other cities use tax incentives to mandate affordable unit allocations.
e. **Limited Landlord Participation**
    - Reluctance to accept HUD-funded assistance.
    - Fair Housing rules complicate screening processes.
    - Out-of-state corporate ownership limits local engagement.
f. **Lack of Housing Near Essential Services**
    - LMI residents often live far from support services.
    - Student housing density creates competition for units.
    - Suggestions included zoning for LMI housing away from student-heavy areas.

Proposed Solutions & Considerations

The group offered several actionable strategies:

- **Tax Incentives:** Encourage developers to include affordable units via tax credits.
- **Landlord Engagement:** Outreach and rental insurance programs to support tenants with poor histories.
- **Property Maintenance Enforcement:** Regular inspections and penalties for non-compliance.
- **Strategic Housing Placement:** Develop LMI housing outside high-cost student zones.
- **Expanded Financial Assistance:** Boost funding for security deposits and utility support.

This focus group underscored urgent housing challenges in College Station, especially for LMI residents. Rising rents, poor housing conditions, and limited landlord cooperation are key barriers. Proposed solutions focused on financial incentives, regulatory enforcement, and strategic development to improve housing access and equity.

Identification of Potential Impediments to Fair Housing Choice

The City of College Station has undertaken a comprehensive review of public and private sector policies and practices to identify potential impediments to fair housing choice. The analysis reveals that while most systems and regulations are aligned with fair housing principles, certain areas warrant continued monitoring and proactive engagement.

Public Sector Impediments

- **Demolitions and Displacement**: Residential displacement due to demolitions is rare. Most demolitions involve unsafe or abandoned structures. Temporary and voluntary displacements occur under the City's HOME reconstruction program, with no systemic barriers identified.
- **Zoning and Land Use**: The City's zoning policies, as outlined in the Comprehensive Plan and Unified Development Ordinance (UDO), do not present impediments to fair housing for protected classes. Group homes are permitted in residential zones, and familial status is addressed through a definition of "family" that limits unrelated occupants to four per dwelling.
- **Public Housing and Homelessness**: College Station does not operate public housing units. Homeless services are primarily provided through Twin City Mission in Bryan and a transitional housing facility at The Haven in College Station. No ordinances beyond those addressing unsafe structures directly impact homelessness or vagrancy.

Private Sector Impediments

- **Real Estate Advertising**: A review of print and online housing advertisements - including those in the Bryan/College Station Eagle and platforms like Craigslist – found no discriminatory language or imagery. Equal housing opportunity notices are generally present, and models reflect diverse demographics.
- **Broadcast Media**: Radio and television housing advertisements were limited but found to be non-discriminatory in both narrative and visual representation.
- **Homeowners Insurance**: No evidence of discriminatory practices was found in advertising, agent location, or policy offerings. Services are available in Spanish, and offices are distributed without regard to radical concentrations.

- **Rental Housing**: Rental housing remains the primary source of fair housing complaints. While advertising is largely compliant, the use of minority models is limited, and Spanish-language outreach is minimal. Some ads include “No HUD” language, which may discourage voucher holders. Affirmative marketing is practiced by select developments, such as Terrace Pines.
- **Sales of Existing Housing**: No evidence of steering or discriminatory advertising was found. Equal housing logos are widely used, and marketing materials feature diverse models. Realtor associations provide regular training on non-discrimination.
- **Lending Practices**: No fair lending complaints have been filed since 2022. Advertising is generally neutral, with some bilingual outreach. Lender locations are broadly distributed, including near minority neighborhoods. HMDA data is only available for the broader College Station-Bryan MSA, limiting localized analysis.

Recommendations and Conclusion

The Analysis of Impediments to Fair Housing Choice in the City of College Station identifies both progress and persistent challenges in achieving equitable housing access. While the declining number of fair housing complaints suggests that public education and outreach efforts have yielded positive results, several structural and systemic barriers remain.

Key concerns include the concentration of dilapidated housing in low- to moderate-income areas and ongoing rental discrimination – particularly against voucher holders. Additionally, although advertising practices do not overtly reflect discriminatory intent, there is a need for more inclusive representation and outreach by housing providers, lenders, and insurers.

To address these impediments and advance fair housing goals, the following strategic actions are recommended:

- **Expand Fair Housing Education:** Continue and enhance outreach efforts to ensure widespread understanding of rights and responsibilities under the Fair Housing Act.
- **Targeted Housing Rehabilitation:** Prioritize the reconstruction and rehabilitation of deteriorated housing stock in underserved, minority-concentrated areas.
- **Inclusive Marketing Practices:** Collaborate with housing stakeholders to promote diverse advertising, bilingual services, and visible fair housing compliance.

- **Support Affordable Housing Development:** Partner with Housing Tax Credit developers to build safe, sustainable rental housing, especially low-income elderly residents.
- **Monitor Occupancy Regulations:** Ensure any changes to occupancy limits in single-family dwellings remain reasonable and compliant with fair housing standards.
- **Affirmative Marketing Plans:** Require developers of HOME-assisted properties to submit HUD-compliant marketing plans to promote equitable access.
- **Combat Voucher Discrimination:** Increase public awareness of Section 8 Housing Choice Voucher Program and discourage "No HUD" policies among landlords.
- **Promote Lending Equity:** Educate private lenders on fair lending practices and support minority and low-income applicants through financial literacy and credit education initiatives.

By implementing these recommendations, the City of College Station reaffirms its commitment to fostering a housing environment that is inclusive, equitable, and free from discrimination. Continued vigilance, collaboration, and community engagement will be essential in overcoming existing barriers and ensuring fair housing choice for all residents.

HOME Program Homeownership Limits Home Sales Data College Station, TX 1-1-2026 to 3-31-2026

New Home Sales

	Property Sub Type	Close/Leased Price	Address	
1	New Townhome	$ 221,013.00	1213 Dorothy LN	
2	New Townhome	$ 222,400.00	1203 Dorothy LN	
3	New Townhome	$ 233,900.00	1223 Dorothy	
4	New Builder Home	$ 272,500.00	1179 Toledo Bend	
5	New Builder Home	$ 283,815.00	893 Kickapoo LN	
6	New Builder Home	$ 284,435.00	1167 Toledo Bend	
7	New Builder Home	$ 284,700.00	1178 Toledo Bend	
8	New Builder Home	$ 285,825.00	1169 Toledo Bend	
9	New Builder Home	$ 288,810.00	1166 Toledo Bend	
10	New Builder Home	$ 302,400.00	6441 Raleigh LP	
11	New Builder Home	$ 316,962.00	1202 Canton Dr	
12	New Builder Home	$ 318,720.00	6443 Raleigh LP	
13	New Builder Home	$ 323,000.00	894 Kickapoo LN	
14	New Builder Home	$ 339,988.00	6105 Eldora Dr	
15	New Builder Home	$ 344,237.00	6315 Raleigh DR	
16	New Builder Home	$ 345,000.00	6437 Raleigh LP	
17	New Builder Home	$ 349,900.00	15240 Still Water Meadow LP	
18	New Builder Home	$ 351,900.00	913 Fork Court	
19	New Builder Home	$ 360,000.00	15248 Still Water Meadow LP	Median Home Sales Price
20	New Builder Home	$ 425,000.00	4004 Etonbury AV	
21	New Builder Home	$ 444,500.00	3702 Archer Falls CT	
22	New Builder Home	$ 473,750.00	2322 Rivercane CT	
23	New Builder Home	$ 475,000.00	4008 Etonbury AV	
24	New Builder Home	$ 495,815.00	4322 Erika CT	
25	New Builder Home	$ 516,165.00	15177 Ty Marshall CT	
26	New Builder Home	$ 528,250.00	1648 Frontera Ranch	
27	New Builder Home	$ 567,900.00	2323 Rivercane CT	
28	New Builder Home	$ 570,000.00	15189 Ty Marshall Ct	
29	New Builder Home	$ 605,000.00	4225 Skylar DR	
30	New Builder Home	$ 624,000.00	2326 Terrapin TR	
31	New Builder Home	$ 644,900.00	944 Calaveras	

32	New Builder Home	$	650,000.00	2307 Terrapin Trail
33	New Builder Home	$	724,900.00	4269 Padova CR
34	New Builder Home	$	775,000.00	2020 Pebble Bend DR
35	New Builder Home	$	828,365.00	3637 Anderson Arbor CT
36	New Builder Home	$	839,000.00	4756 Coral River RD
37	New Builder Home	$	900,000.00	4401 Williams Creek DR

Number of Sales		37
Median Purchase Price	$	360,000.00
95% of MPP	$	342,000.00

HOME Program Homeownership Limits Home Sales Data College Station, TX 1-1-2026 to 3-31-2026

Existing Home Sales

	Property Sub Type	Close/Leased Price		Address
1	Condo	$	110,000.00	1500 Olympia WY Unit#1
2	Condo	$	125,000.00	1901 Holleman DR W Unit#504
3	Condo	$	125,000.00	1901 Holleman DR W Unit#502
4	Condo	$	166,500.00	2800 Longmire Unit#61
5	Condo	$	178,500.00	1725 Harvey Mitchell PKWY S Unit#2234
6	Condo	$	180,000.00	1725 Harvey Mitchell PKWY S Unit#2433
7	Condo	$	183,000.00	1198 Jones Butler Unit#1305
8	Condo	$	186,000.00	2400 Longmire DR Unit#202
9	Condo	$	190,000.00	1725 Harvey Mitchell S Unit#4311
10	Condo	$	190,000.00	2400 Longmire DR Unit#403
11	Condo	$	190,000.00	2400 Longmire DR Unit#504
12	Single Family	$	190,000.00	3111 Larkspur Circle
13	Townhome	$	197,000.00	2521 Longmire DR
14	Single Family	$	205,000.00	909 San Benito DR
15	Condo	$	208,000.00	1725 Harvey Mitchell PKWY S Unit#1328
16	Condo	$	210,000.00	1725 Harvey Mitchell PKWY S Unit#2023

17	Condo	$	210,000.00	1725 Harvey Mitchell Unit#1821
18	Single Family	$	210,000.00	3113 Larkspur CR
19	Condo	$	213,200.00	1725 Harvey Mitchell Unit#612
20	Townhome	$	215,000.00	3931 W.S. Phillips PKWY
21	Condo	$	219,000.00	521 Southwest PKWY Unit#204
22	Condo	$	219,000.00	1725 Harvey Mitchell PKWY S Unit#112
23	Condo	$	228,000.00	801 Luther ST W Unit#106
24	Single Family	$	230,000.00	4202 Camber CT
25	Single Family	$	230,000.00	1211 Austin AV
26	Condo	$	232,500.00	1000 Spring LP Unit#1607
27	Single Family	$	235,000.00	1209 Berkeley ST
28	Single Family	$	235,000.00	1508 Foxfire DR
29	Condo	$	240,000.00	1198 Jones Butler RD Unit#907
30	Townhome	$	242,000.00	1334 Canyon Creek CR
31	Townhome	$	242,000.00	1339 Canyon Creek CR
32	Single Family	$	243,500.00	916 Crested Point DR
33	Single Family	$	245,000.00	3607 Vienna DR
34	Single Family	$	245,000.00	1220 Berkeley
35	Single Family	$	245,000.00	1818 Langford ST
36	Single Family	$	250,000.00	1810 Laura LN
37	Single Family	$	250,500.00	800 Azalea CT
38	Single Family	$	256,500.00	1101 Todd TR
39	Single Family	$	258,200.00	2500 Raintree DR
40	Patio Home	$	260,000.00	9305 Stonebridge DR
41	Single Family	$	260,000.00	4122 McFarland DR
42	Homeplex	$	261,000.00	514 Corregidor DR
43	Condo	$	262,000.00	1198 Jones Butler RD Unit#3110
44	Single Family	$	262,500.00	911 Gardenia ST
45	Single Family	$	262,500.00	204 Richards ST
46	Single Family	$	265,000.00	3802 Springfield DR
47	Single Family	$	265,000.00	4201 WHISPERING CREEK DR
48	Single Family	$	265,000.00	4016 Windfree DR
49	Townhome	$	265,000.00	3322 General PKWY
50	Single Family	$	266,500.00	2714 Silver Oak DR

51	Townhome	$	269,000.00	3349 General Parkway
52	Single Family	$	270,000.00	1148 Amistad LP
53	Single Family	$	271,000.00	2812 Silver Oak DR
54	Single Family	$	271,390.00	2918 Durango CT
55	Single Family	$	273,900.00	1012 BOUGAINVILLEA ST
56	Condo	$	275,000.00	1001 Krenek Tap RD Unit#1304
57	Condo	$	275,000.00	1001 Krenek Tap RD Unit#304
58	Condo	$	275,000.00	1001 Krenek Tap RD Unit#1903
59	Single Family	$	277,500.00	4143 Whispering Creek DR
60	Townhome	$	278,000.00	110 Tang Cake DR
61	Condo	$	280,000.00	403 Forest DR
62	Townhome	$	281,500.00	361 George Bush DR E
63	Single Family	$	283,000.00	907 Orchid ST
64	Condo	$	283,500.00	324 Forest DR
65	Condo	$	283,500.00	130 Forest DR
66	Townhome	$	284,000.00	3302 Lieutenant AV
67	Single Family	$	285,000.00	1015 Toledo Bend DR
68	Single Family	$	285,000.00	1010 Milner DR
69	Single Family	$	286,000.00	1405 Front Royal DR
70	Townhome	$	287,500.00	421 Momma Bear DR
71	Townhome	$	288,000.00	3200 Cullen TR
72	Single Family	$	290,000.00	14107 Renee LN
73	Single Family	$	290,000.00	3200 Bahia DR
74	Single Family	$	291,500.00	3731 Chantal CR
75	Single Family	$	295,000.00	1037 Toledo Bend DR
76	Single Family	$	296,000.00	2404 COLGATE CR
77	Single Family	$	298,500.00	4112 Cripple Creek CT
78	Single Family	$	299,000.00	1105 Phoenix ST
79	Single Family	$	299,000.00	2808 Arroyo CT N
80	Single Family	$	299,900.00	1303 Mullins LP N
81	Single Family	$	300,000.00	2505 Sumter DR
82	Single Family	$	302,300.00	905 Whitewing LN
83	Single Family	$	305,000.00	600 Harvest DR
84	Single Family	$	305,000.00	1308 Hawk Tree DR

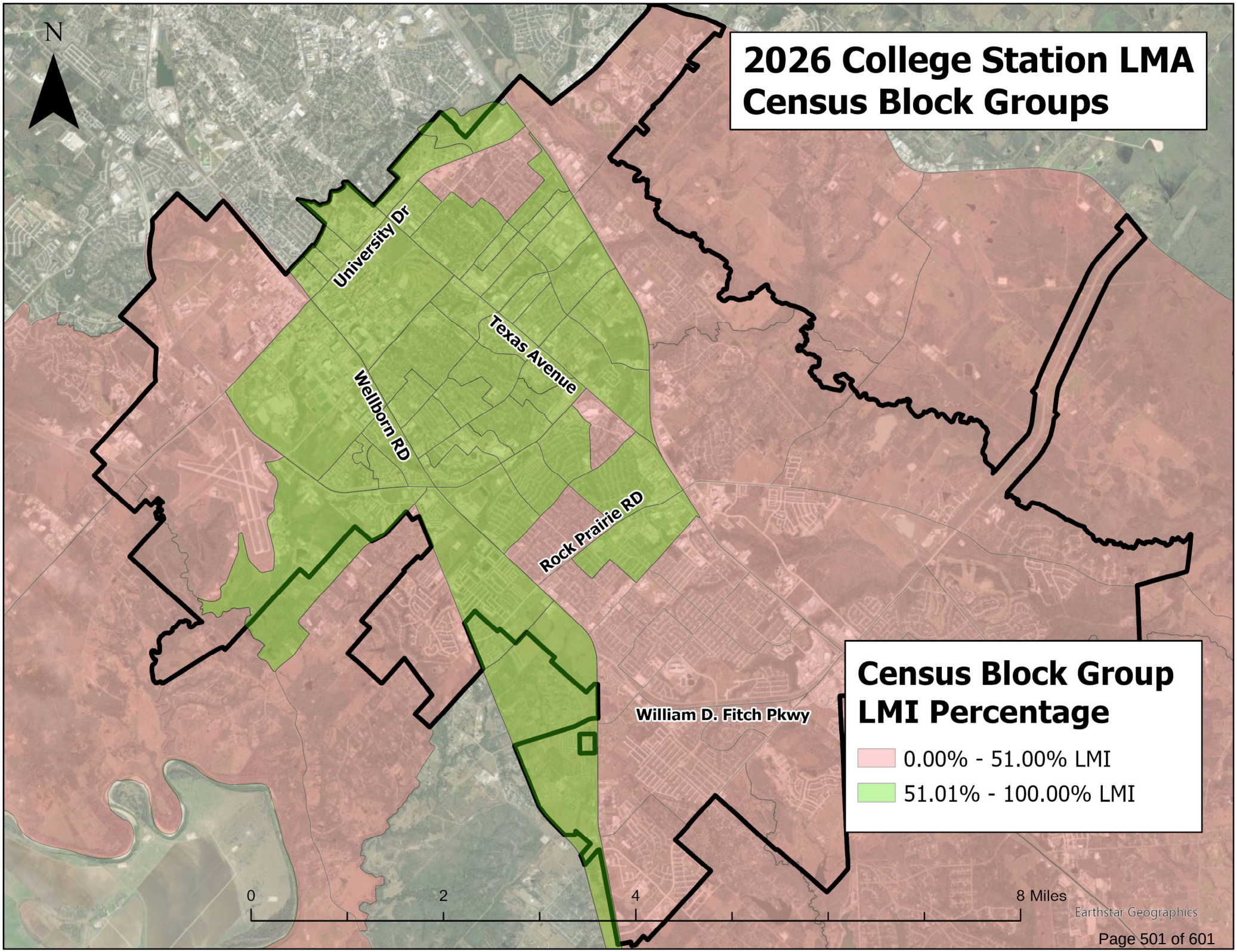
85	Single Family	$	305,000.00	3902 Bridgeberry CT	
86	Townhome	$	307,500.00	3323 General PKWY	
87	Single Family	$	308,000.00	4325 Spring Garden DR	
88	Single Family	$	310,000.00	904 TURTLE DOVE	
89	Single Family	$	310,000.00	4207 Quartz Creek CT	
90	Single Family	$	310,000.00	4017 Southern Trace DR	
91	Townhome	$	311,900.00	305 Holleman DR E Unit#507	
92	Patio Home	$	315,000.00	1315 Wilshire CT	
93	Townhome	$	315,000.00	434 WILLIAM D FITCH PKWY	
94	Single Family	$	317,500.00	4207 Conway CT	
95	Townhome	$	318,000.00	3334 Airborne AV	
96	Townhome	$	318,000.00	3521 General PKWY	
97	Single Family	$	320,000.00	8205 Raintree DR	
98	Single Family	$	320,000.00	412 Ash ST	
99	Single Family	$	320,000.00	3703 Stevens Creek CT	
100	Single Family	$	320,000.00	2607 Brookway CT	
101	Single Family	$	320,000.00	320 Robelmont DR	
102	Townhome	$	320,000.00	4120 Gunner TR	
103	Townhome	$	320,000.00	3326 Lieutenant AV	
104	Condo	$	323,650.00	305 Holleman Unit#902	
105	Single Family	$	325,000.00	8419 Lauren DR	
106	Single Family	$	325,000.00	934 Toledo Bend DR	
107	Single Family	$	325,500.00	957 Toledo Bend DR	Median Home Sales Price
108	Single Family	$	326,000.00	828 Nimitz ST	
109	Townhome	$	327,000.00	3187 Cain RD	
110	Single Family	$	327,500.00	8427 Alison AV	
111	Condo	$	330,000.00	1198 Jones Butler RD Unit#1105	
112	Single Family	$	330,000.00	612 Summerglen DR	
113	Single Family	$	330,000.00	2705 Brookway DR	
114	Townhome	$	332,500.00	3009 Towers PKWY	
115	Condo	$	334,000.00	1198 Jones Butler RD Unit#1605	
116	Single Family	$	335,000.00	8704 Bent Tree DR	
117	Single Family	$	335,000.00	826 Nimitz ST	
118	Townhome	$	335,000.00	1198 Jones Butler RD Unit#105	

119	Townhome	$	335,000.00	3212 Cullen TR
120	Townhome	$	336,000.00	3340 Lieutenant
121	Condo	$	338,321.00	1198 Jones Butler RD Unit#2302
122	Single Family	$	339,900.00	4118 Shallow Creek LP
123	Townhome	$	340,000.00	3205 Cullen TR
124	Townhome	$	341,000.00	3338 Airborne AV
125	Single Family	$	342,000.00	901 Barchetta DR
126	Single Family	$	345,000.00	2218 Brougham PL
127	Townhome	$	345,000.00	3224 Travis Cole AV
128	Condo	$	346,000.00	1198 Jones Butler RD Unit#705
129	Single Family	$	347,000.00	2204 Carlisle CT
130	Townhome	$	349,900.00	512 Hayes LN
131	Patio Home	$	350,000.00	1302 Essex Green
132	Single Family	$	350,000.00	15323 Still Water Meadow LN
133	Townhome	$	352,000.00	533 Momma Bear DR
134	Townhome	$	353,500.00	3013 Marvel CT
135	Townhome	$	354,500.00	3338 Cullen TR
136	Single Family	$	355,000.00	1736 Twin Pond CR
137	Single Family	$	355,000.00	4209 Belsay
138	Single Family	$	356,800.00	1707 Glade ST
139	Single Family	$	358,600.00	408 Pronghorn LP
140	Townhome	$	359,000.00	3620 Kenyon DR
141	Single Family	$	360,000.00	1210 Munson AV
142	Townhome	$	360,000.00	3118 Cullen TR
143	Townhome	$	364,000.00	403 Goldilocks LN
144	Townhome	$	364,000.00	405 Goldilocks LN
145	Townhome	$	364,000.00	407 Goldilocks LN
146	Single Family	$	365,000.00	8602 Jade DR
147	Single Family	$	365,000.00	9208 Timber Knoll DR
148	Single Family	$	370,000.00	714 Brussels DR
149	Single Family	$	370,000.00	4221 Little Rock CT
150	Single Family	$	375,000.00	1212 Brunswick CT
151	Townhome	$	378,000.00	3625 Kenyon DR
152	Single Family	$	380,000.00	2913 Meadowbrook CT

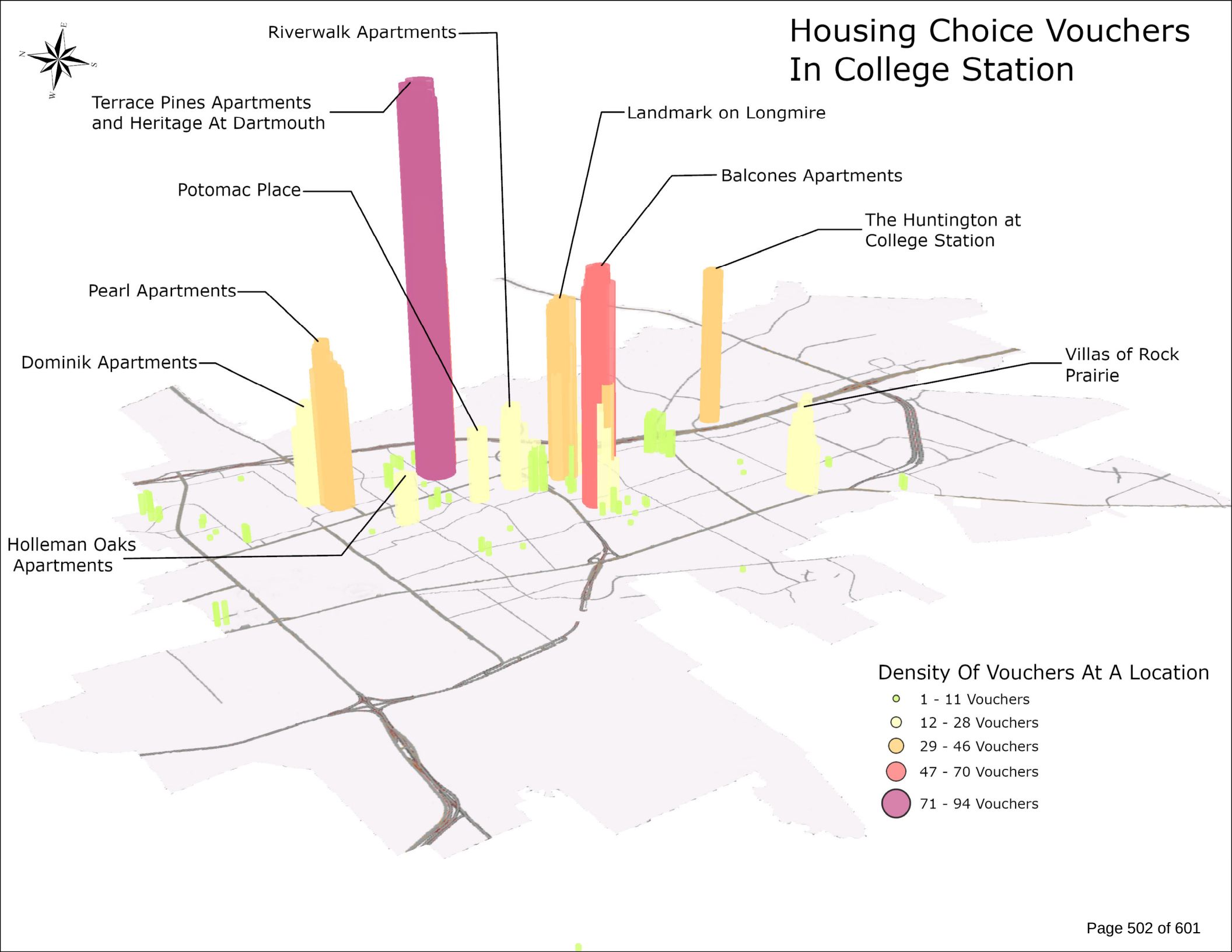
153	Single Family	$	380,000.00	1700 Lakeshore CT
154	Single Family	$	382,000.00	1402 Skrivanek
155	Single Family	$	385,000.00	9301 Chadwick LN
156	Single Family	$	387,999.00	2502 Kinnersley LN
157	Single Family	$	390,000.00	204 Hearthstone CR
158	Single Family	$	390,000.00	3903 Brownway CT
159	Townhome	$	390,000.00	3401 Papa Bear DR
160	Single Family	$	394,900.00	15613 Wood Brook
161	Townhome	$	397,000.00	515 Hayes LN
162	Single Family	$	400,000.00	9101 Waterford DR
163	Single Family	$	400,000.00	1104 Woodhaven CR
164	Single Family	$	403,250.00	810 Plum Hollow DR
165	Single Family	$	404,000.00	1200 Brunswick CT
166	Single Family	$	405,000.00	6401 Windwood DR
167	Single Family	$	405,000.00	2001 Nueces DR
168	Single Family	$	415,000.00	2051 Ravenstone Loop
169	Single Family	$	419,000.00	4404 Edinburgh PL
170	Single Family	$	425,000.00	14749 S Dowling RD
171	Single Family	$	427,600.00	9223 Brookwater CR
172	Single Family	$	430,000.00	406 Hayes LN
173	Single Family	$	435,000.00	4603 Caddie
174	Single Family	$	435,000.00	1502 Glade ST
175	Single Family	$	435,000.00	15635 Long Creek Lane
176	Single Family	$	438,500.00	406 Cold Spring DR
177	Single Family	$	450,000.00	3911 Eskew DR
178	Single Family	$	457,000.00	4004 Alford ST
179	Single Family	$	458,000.00	808 Southern Hills CT
180	Single Family	$	465,000.00	1502 Merry Oaks DR
181	Single Family	$	475,000.00	9308 Amberwood CT
182	Single Family	$	478,000.00	4408 Hearst CT
183	Single Family	$	485,000.00	3215 Caterina LN
184	Single Family	$	495,000.00	4406 Norwich DR
185	Single Family	$	500,000.00	704 Dover DR
186	Single Family	$	506,800.00	2472 Stone Castle

187	Single Family	$	508,000.00	1621 Park PL
188	Single Family	$	519,900.00	2170 Rockcliffe LP
189	Single Family	$	530,000.00	701 Putter CT
190	Single Family	$	542,500.00	103 Redmond DR
191	Single Family	$	558,000.00	1007 Falcon CR
192	Single Family	$	560,000.00	1604 Armistead ST
193	Single Family	$	575,000.00	4316 Toddington LN
194	Single Family	$	582,500.00	704 Prestwick CT
195	Single Family	$	615,000.00	102 Sterling ST Unit#A
196	Single Family	$	642,500.00	8419 Wildewood CR
197	Single Family	$	642,500.00	3605 Anderson Arbor CT
198	Single Family	$	650,000.00	209 Grove ST
199	Single Family	$	669,000.00	5116 Congressional DR
200	Single Family	$	675,000.00	5111 Sycamore Hills DR
201	Single Family	$	755,000.00	4906 Williams Ridge CT
202	Single Family	$	755,000.00	4812 Pearl River CT
203	Single Family	$	849,900.00	1911 Spanish Moss DR
204	Single Family	$	870,000.00	1016 Holt ST
205	Single Family	$	875,000.00	603 Guernsey ST
206	Single Family	$	885,000.00	4804 Crystal Ridge CT
207	Single Family	$	1,000,000.00	1612 George Bush DR
208	Single Family	$	1,267,000.00	1610 George Bush DR
209	Single Family	$	1,434,050.00	203 Timber ST
210	Single Family	$	1,500,000.00	1411 Royal Adelade DR
211	Single Family	$	1,935,000.00	8806 Queens CT
212	Single Family	$	2,100,000.00	300 Timber ST
213	Single Family	$	2,450,000.00	511 Old Jersey ST

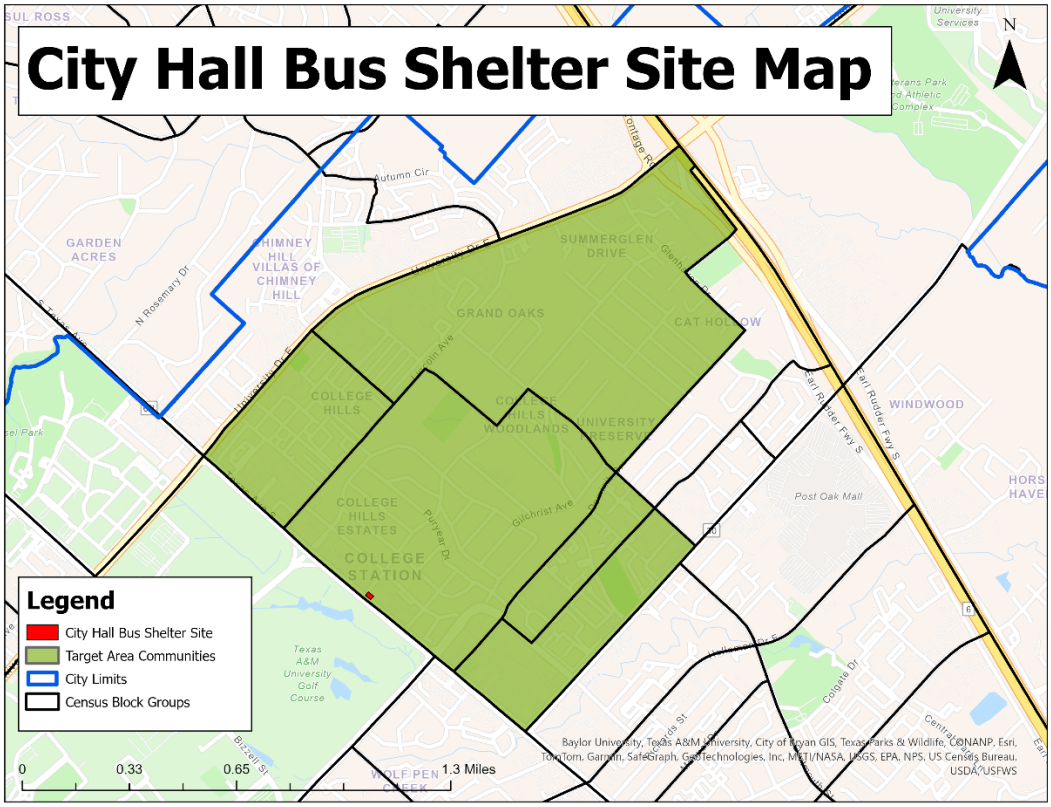
Number of Sales		213
Median Purchase Price	$	325,500.00
95% of MPP	$	309,225.00


2026 College Station LMA
Census Block Groups
N
University Dr
Texas Avenue
Wellborn RD
Rock Prairie RD
William D. Fitch Pkwy
Census Block Group
LMI Percentage
0.00% - 51.00% LMI
51.01% - 100.00% LMI
0
2
4
8 Miles
Earthstar Geographics

Housing Choice Vouchers In College Station



CDBG National Objective Documentation Record



Activity: City Hall Bus Shelter Construction

Boundary of Service Area Activity:

- Census Tract 13.02 Block Group 1
- Census Tract 13.03 Block Group 1
- Census Tract 13.03 Block Group 2
- Census Tract 13.03 Block Group 3
- Census Tract 13.03 Block Group 4

Basis for Boundary Determination:

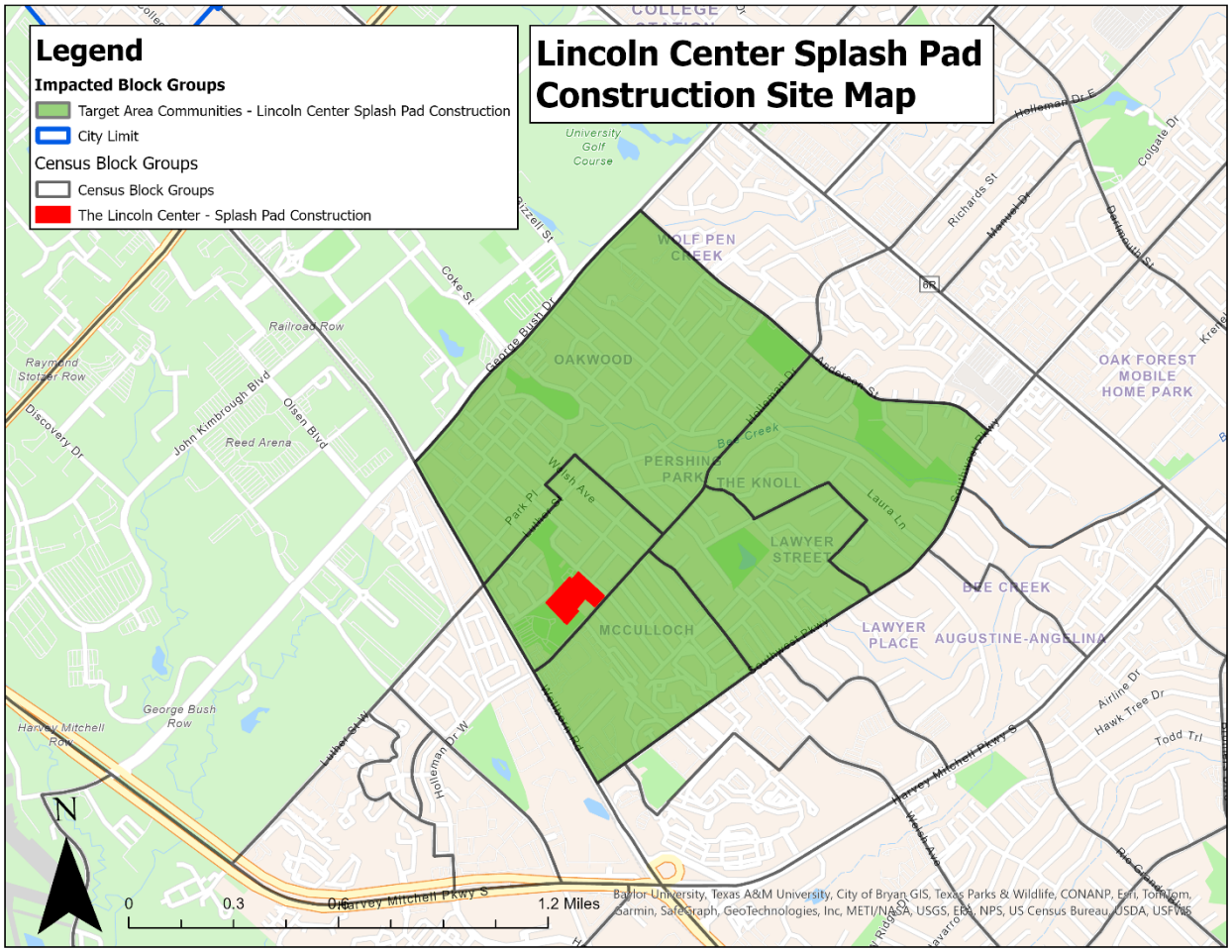
The City Hall Bus Shelter Construction project will provide a covered and shaded structure to those waiting for a bus at the corner of City Hall on Texas Avenue. This bus shelter will serve the surrounding low-income neighborhoods of the College Hills Estates, College Hills Woodlands, and The Dominik Apartments among others in the area and will provide safety from the weather as well facilitate the city's support of public transit routes within the community. The defined boundary was determined based on the reasonable expected distance an individual would commute to the area: up to approximately 1 mile away from the shelter without crossing any major roadways.

% of LMI Persons in Service Area: 68.97%

Data Used for Determining %: HUD CDBG Low- and Moderate-Income Summary Data (LMISD) based on the 2016-2020 American Community Survey (ACS)

Census Tract	Block Group	Total # of Residents	L/M Residents	% L/M
13.02	1	2490	1125	45.20%
13.03	1	1605	1095	68.20%
13.03	2	1200	1025	85.40%
13.03	3	650	585	90.00%
13.03	4	1145	1060	92.60%

CDBG National Objective Documentation Record



Activity: Lincoln Center Splash Pad Construction

Activity Number: 874

Boundary of Service Area Activity:

- Census Tract 16.05 Block Group 1
- Census Tract 16.05 Block Group 2
- Census Tract 16.06 Block Group 1
- Census Tract 16.08 Block Group 1
- Census Tract 16.08 Block Group 2

Basis for Boundary Determination:

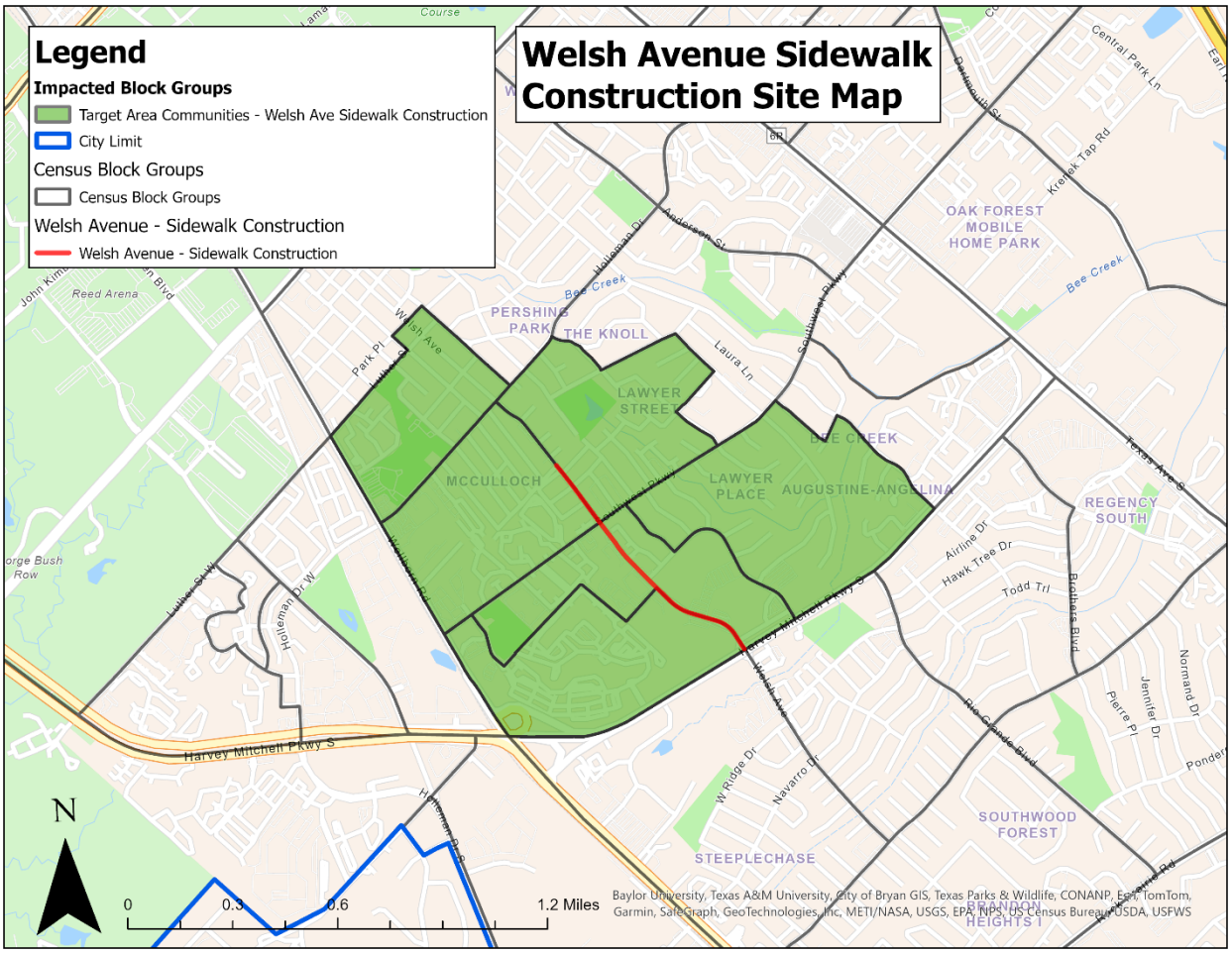
The splash pad project will serve to equip the Lincoln Recreation Center with the facilities necessary to continue offering youth programs and community engagement efforts that serve the low-income neighborhoods bounded by Wellborn Road to the west, Southwest Parkway to the south, George Bush Drive to the north, and Anderson Street to the east. The defined boundary was determined based on the reasonable expected distance an individual seeking emergency services could travel: up to approximately 1 mile away from the facility and not crossing any major roadways.

% of LMI Persons in Service Area: 67.62%

Data Used for Determining %: HUD CDBG Low- and Moderate-Income Summary Data (LMISD) based on the 2016-2020 American Community Survey (ACS)

Census Tract	Block Group	Total # of Residents	L/M Residents	% L/M
16.05	1	1,925	1,090	56.60
16.05	2	2,575	1,845	71.70
16.06	1	1,210	915	75.60
16.08	1	610	560	91.80
16.08	2	1,680	1,000	59.50

CDBG National Objective Documentation Record



Activity: Welsh Avenue Sidewalk Construction

Activity Number:

Boundary of Service Area Activity:

- Census Tract 16.04 Block Group 1
- Census Tract 16.04 Block Group 2
- Census Tract 16.04 Block Group 5
- Census Tract 16.05 Block Group 1
- Census Tract 16.05 Block Group 2
- Census Tract 16.08 Block Group 1

Basis for Boundary Determination:

The sidewalk construction project will serve to enhance mobility and safety in the neighborhoods surrounding A&M Consolidated High School; those being the low-income neighborhoods bounded by Wellborn Road to the west, Harvey Mitchell Parkway to the south, as far as Park Place to the north, and as far as Southwood Drive to the east. The defined boundary was determined based on the reasonable expected distance an individual seeking emergency services could travel: up to approximately 1 mile away from the facility and not crossing any major roadways.

% of LMI Persons in Service Area: 71.14%

Data Used for Determining %: HUD CDBG Low- and Moderate-Income Summary Data (LMISD) based on the 2016-2020 American Community Survey (ACS)

Census Tract	Block Group	Total # of Residents	L/M Residents	% L/M
16.04	1	1,205	1,190	98.80%
16.04	2	705	415	58.90%
16.04	5	950	570	60.00%
16.05	1	1,925	1090	56.60%
16.05	2	2,575	1,845	71.70%
16.08	1	610	560	91.80%

Policies and Procedures for Recaptured HOME-funded Homebuyer Programs

City of College Station
Community Services Department

Overview

In accordance with 24 CFR 92.254 *Qualification as affordable housing: Homeownership*, the City of College Station Community Services Department must impose either resale or recapture requirements on homeownership housing assisted with HOME funds. To qualify as affordable housing, it must:

- Be single-family, modest housing;
- Be acquired by a low-income family as its principal residence; and
- Meet affordability requirements for a specific period of time as determined by the amount of assistance provided.

The HOME rule at 24 CFR 92.254(a)(5) establishes the resale and recapture requirements that HOME Participating Jurisdictions must use for all homebuyer activities. These provisions are imposed for the duration of the period of affordability on all HOME-assisted homebuyer projects through a written agreement with the homebuyer, and enforced via lien, deed restrictions, or covenants running with the land. The resale or recapture provisions are triggered by any transfer of title, either voluntary or involuntary, during the established HOME period of affordability.

The following describes the terms of the provisions, the specific circumstances under which these provisions will be used, and how the City will enforce the provisions.

The City of College Station has adopted recapture provisions for HOME-assisted homebuyer projects. No other entities, including CHDOs, will carry out these projects.

Period of Affordability

The HOME rule at 24 CFR 92.254(a)(4) establishes the period of affordability for all homebuyer housing. For HOME-assisted homebuyer units under the recapture option, the period of affordability is based upon the *direct HOME subsidy* provided to the homebuyer that enabled the homebuyer to purchase the unit. The following table outlines the required minimum affordability periods.

If the total direct subsidy in the unit is:	The period of affordability is:
Under $15,000	5 years
Between $15,000 and $40,000	10 years
Over $40,000	15 years

The City has adopted a policy under the recapture provisions that the affordability period for the direct subsidy is indefinite – in other words, the period of affordability exists throughout the entire period of the agreement.

Recapture Provisions

The recapture provisions are established at 24 CFR 92.253(a)(5)(ii) and allow the original homebuyer to sell the property during the period of affordability, while the City is able to recapture the HOME assistance provided to the original homebuyer.

The **direct HOME subsidy** is the amount of HOME assistance, including any program income, which enables the homebuyer to buy the unit. The direct subsidy includes down payment and closing cost assistance. If HOME funds are used for the cost of developing a property and the unit is sold below fair market value, the difference between the fair market value and the purchase price is considered to be directly attributable to the HOME subsidy.

Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

Shared Equity Model

The recapture provisions adopted by the City of College Station provide that the entire HOME investment, otherwise known as the direct HOME subsidy, is subject to recapture. Additionally, if the home appreciates (sold by the original homebuyer at an amount above what it was purchased for), the City shares in the net proceeds, based on the percentage of the direct HOME subsidy comprising the original sales price.

The loan is structured as shared equity gap financing of up to 30% of the sales price for down payment and closing cost assistance. The loan is 0% and deferred, secured by a Note and Deed of Trust. Recapture of funds is required upon resale, failure to maintain as a homestead, or transfer of ownership. Funds returned to the City include the original amount borrowed plus a percentage of the equity realized.

Payment to the City may be enforced solely out of the net proceeds of the sale of the property or default if a recent appraisal by a certified appraiser shows the market value of the property being equal to or less than the sales price. In that event, the City may not receive the full amount of the direct HOME subsidy provided to the homebuyer.

Share Equity Example:

If a client borrowed $25,000 to purchase a $100,000 home (25% of the sales price) and sold the home ten years later for $130,000, 25% of the equity accrued would be due back to the City along with the original $25,000 borrowed. In this case, $30,000 in equity was realized, so 25% and the original loan amount would be due back ($7,500 + $25,000 = $32,000).

The recaptured funds will be used to carry out HOME eligible activities.

Limits on HOME Assistance

Homes acquired using the direct HOME subsidy must have a purchase price of the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(ii) of 24 CFR 92.254.

In addition, the amount of HOME funds invested must not exceed the HOME Maximum Per-Unit Subsidy Limits.



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

June 11, 2026
Item No. 8.2.
City-Wide Landscape Maintenance and Mowing Contract

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a general services contract award to Green Teams, Inc. for City-Wide Landscape Maintenance and Mowing for an amount not-to-exceed $1,443,364.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

Recommendation(s): Staff recommends awarding the general services contract to Green Teams, Inc.

Summary: This item is awarding a general services agreement to Green Teams, Inc. In April, staff solicited proposals for all the City's mowing and landscape maintenance services (except regional parks and athletic fields). Proposals solicited from contractors for mowing and landscape maintenance were divided into five (5) categories:

1) Facilities – city buildings and Northgate District
2) Electric – CSU electric substations and buildings
3) Water/Wastewater – CSU water and wastewater sites
4) Parks – includes neighborhood parks and cemeteries
5) Finish mowing – primarily street rights of ways and medians

Four vendors responded to RFP 26-038. Green Teams, Inc. was selected as the most responsible bidder to provide all city-wide mowing and landscape services. The Green Teams Inc. contract amount is $1,443,364.00. The initial term of the contract is for one (1) year with the potential option to renew for four (4) additional one (1) year terms for a total of five (5) years. This contract replaces the general services contract awarded in June 2025. The previous contract was not renewed after its initial one-year term.

Budget & Financial Summary: Operation and maintenance funds are budgeted in the General Fund (Streets, Facilities and Parks), Electric Fund, and Water/Wastewater Funds for citywide mowing needs.

Attachments:
1. 26-038 Evaluation
2. 26300567--BWc (CC 6.18.26)

City of College Station
RFP# 25-054 APA for Landscape Maintenance Mowing
RFP Opening May 6, 2025 at 2:00 p.m. CT

	Grassmasters	Green Teams, Inc.	Rios Tree Services, Inc.	Yellowstone Landscape
City Parks		**$ 690,758.00**		**$ 675,103.00**
City Facilities				
General Fund (1001-0180-5212)		$ 95,104.00		$ 125,015.00
Finish Mowing & ROW (1001-0760-5212)		$ 515,247.00	$ 610,395.00	$ 555,321.00
Utility Cust. Service Fund (2226-0260-5212)		$ 8,145.00		$ 2,171.00
Northgate District (5202-0621-5212)		$ 1,656.00		$ 4,850.00
Subtotal City Facilities		**$ 620,152.00**	**$ 610,395.00**	**$ 687,357.00**
Electric Sites				
Electric (8205629-5212)	$ 15,390.00	$ 23,022.00		$ 25,578.00
USC/MTF (Graham Road) (810935-5212)	$ 37,280.00	$ 39,995.00		$ 35,932.00
Subtotal Electric Sites	**$ 52,670.00**	**$ 63,017.00**	**$ -**	**$ 61,510.00**
Water/Wastewater Sites				
Water Production (90WGENM-5212)	$ 15,920.00	$ 24,429.00		$ 33,068.00
Water Distribution (91WGENM-5212)	$ 3,540.00	$ 4,628.00		$ 5,238.00
Wastewater Treatment (96SGMTM-5212)	$ 24,500.00	$ 26,480.00		$ 24,152.00
Wastewater Collection (95SGMTM-5212)	$ 17,000.00	$ 13,900.00		$ 15,978.00
Subtotal Water/Wastewater Sites	**$ 60,960.00**	**$ 69,437.00**		**$ 78,436.00**
Contract Total	**$ 113,630.00**	**$ 1,443,364.00**	**$ 610,395.00**	**$ 1,502,406.00**

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300567 PROJECT #: _____ BID/RFP/RFQ#: 26-038

Project Name / Contract Description: Landscape Maintenance and Mowing Services

Name of Contractor: Green Teams

CONTRACT TOTAL VALUE: $ 1,443,364.00 **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)

RFP26 038 opened on April 22, 2026 with 4 bids

Funding is available in the landscape maintenance budget

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 06/18/26 **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

_____ _____
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 SERVICES CONTRACT

This **General Services Contract** ("Contract") is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation ("City") and Green Teams, Inc. ("Contractor"), collectively referred as the Parties, for the following project, Annual Landscaping and Mowing Services at City Facilities and Northgate District, 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, the Parties do hereby agree as follows:

ARTICLE I
PAYMENT, TERM, SPECIAL DEFINITIONS, AND INTERPRETATION

1.1 Consideration. In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Contractor's Completion of work in conformity with this Contract, as well as the non-monetary consideration in the form of the Contractor's representations, warranties, promises, and obligations contained in this Contract, the City shall pay the Contractor an amount not to exceed One Million Four Hundred Forty-Three Thousand Three Hundred Sixty-Four **and** NO/**100 Dollars ($**1,443,364.00**).**

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

1.3 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.

1.4 Term. The initial term of the Contract is for one (1) year with the potential option to renew for four (4) additional one (1) year terms for a total of five (5) years; however, it is expressly required that the Parties must mutually agree in writing (through the execution of a subsequent amendment or other revision of this Contract) to approve any renewal of this Contract.

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

1.6 Special Definitions. Unless specially defined in this Contract, words used in this Contract shall be interpreted according to their common usage or meaning to result in the most reasonable application. Unless otherwise designated, the following special definitions shall apply whether a term or phrase appears in capital letters or in bolded, italicized, or underlined print:

(a) **"Business Day"** means a day other than a Saturday, Sunday, or holiday recognized by the City, and unless described by this Contract as a "Business Day," a "day" herein described shall mean a calendar day.

(b) **"City"** means the City of College Station, Texas, a signing Party to this Contract, including its elected officials, appointed officials, officers, employees, representatives, agents, successors and permitted assigns.

(c) **"City Council" or "Council"** means the City Council of the City of College Station, Texas, the governing body of the City.

(d) **"City Manager"** means the City Manager of the City of College Station, Texas.

(e) **"Contract" or "Agreement"** means this General Services Contract including all attached exhibits approved and executed by the signing Parties.

(f) **"Contractor"** means the Contractor as described above, a signing Party to this Contract, including its directors, officers, members, managers, partners, employees, representatives, agents, subcontractors, successors, and permitted assigns.

(g) **"Contractor Business Records"** means the business records created or maintained by the Contractor (or on its behalf) regarding the performance of this Contract that the City reasonably needs to inspect, copy, and review to determine Contractor compliance with this Contract.

(h) **"Default"** means the conduct, act, or omission by a Party which constitutes a breach or violation of a duty, obligation, representation, or responsibility imposed on that Party by this Contract. Default is synonymous with material default as used in this Contract.

(i) **"Insurance Coverage"** includes not only commercial insurance coverage but also risk pool coverage as allowed by law.

(j) **"Party"** means a signing Party to this Agreement. The signing Parties to this Contract collectively are the City and the Contractor.

(k) **"Project"** means the City's project made the subject of this Contract, as defined by the Scope of Work or Services described in this Contract in **Exhibit A**.

(l) **"Scope of Services or Work"** means the services, goods, and work described in this Contract for the City's Project, as described in **Exhibit A**.

1.7 Interpretation.

(a) Unless otherwise designated in this Contract, 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.

(b) All statements made in the preamble and preliminary recitals of this Contract and all attached documents are incorporated by reference. The following documents

are attached to this Contract as exhibits: **Exhibit A** – Scope of Services/Work; **Exhibit B** – Payment Schedule; and **Exhibit C** – Certificates of Insurance.

ARTICLE II
CHANGE ORDER

2.1 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 $50,000 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 $50,000. A change order resulting in a revised Contract amount exceeding $50,000 may be subject to additional statutory requirements as applicable; and

When the original Contract plus all change orders is greater than $50,000 but less than $100,000, 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. The sum of all change orders may not exceed 25% of the original contract amount; 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/Work 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 work or the right to payment for such additional services or work shall be waived.

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

a timely basis all services or work to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 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 or Work. 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 or Work. 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.

3.2 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

4.1 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, 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 Contractor, its officers, agents, volunteers, and employees.

4.2 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 coverage policies are attached in **Exhibit C**. During the term of this Contract, Contractor's insurance policies shall meet the minimum requirements of this section.

4.3 Types. Contractor shall acquire and maintain for Contract duration the following types of insurance:

(a) Commercial General Liability;
(b) Business Automobile Liability; and
(c) Workers' Compensation/Employer's Liability.

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

(a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and delivered to the City in a timely manner according to this instrument.
(b) Certificates of Insurance and endorsements shall be furnished and delivered to the City on the most current State of Texas Department of Insurance-approved forms to the City's Representative no later than 3 days before this instrument is submitted for final approval and execution by the City; shall be attached to this Contract 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.

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

(a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
(b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
(c) Limits of liability must be equal to or greater than $1,000,000 per occurrence for death, 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 before the execution of this contract by the City.
(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.

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

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

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

(c) Combined Single Limit of Liability not less than $1,000,000 per occurrence for death, 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 operated by the Contractor on (i) City property, (ii) the job or work site associated with or related to the business purpose or Scope of Services/Work described by this Contract, (iii) any other property or road in performance of this contract.

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

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

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

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

ARTICLE V
INDEMNIFICATION AND RELEASE

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

5.2 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 other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI
GENERAL TERMS

6.1 Performance. Contractor, its officers, employees, associates, representatives, agents, subcontractors, successors, permitted assigns and other representatives expressly warrant and represent that they shall perform all the work and services described in the Scope of Services or Work in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor and its aforesaid representatives shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.2 Termination.

(a) Termination for Convenience. 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 and services performed provided Contractor is not in default of this Contract. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work and services performed and expenses incurred before the date of termination, provided the Contractor is not in default of this contract.

(b) This **Contract** also may be terminated: **(a)** by the City upon a default committed by the Contractor; **(b)** by a subsequent written termination Contract executed with the mutual consent of the contracting Parties; and **(c)** at the conclusion of the Contract term, unless the Contract term is extended by a written amended Contract executed with the mutual consent of the contracting Parties as herein required.

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

6.4 Amendment. This Contract may only be amended by written instrument approved and executed by the Parties.

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

6.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA) regarding the Contractor's performance, operations and activities pursuant to this Contract. 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. Nothing in this Contract shall be construed to alter or affect the obligation of the Contractor to comply with any applicable federal or Texas statute, rule, or regulation, and any applicable local ordinance, rule, or regulation regarding the performance of this Contract or the Contractor's operations and activities regarding the project made the subject of this Contract, and further, the parties would show that prior to the approval of this Contract by the City, the Contractor has submitted to the City: (a) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code; and (b) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code.

6.7 Waiver of Terms. No waiver or deferral by either Party of any term or condition of this Contract shall be deemed or construed to be a waiver 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.

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

6.9 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.

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

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

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

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto. The Effective Date is the date the last signing Party executes this Contract.

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

CITY OF COLLEGE STATION
Attn: Ronnie Loper
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
rloper@cstx.gov

GREEN TEAMS, INC.
Attn: Tucker Gallagher
731 Industrial Blvd.
Bryan, Texas 77803
tucker@greenteamsinc.com

6.15 Governmental Immunity. This Contract is subject to the proper application of the doctrine of governmental immunity.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity, and further, copies of this complete and fully executed Contract (including copies of signatures) shall have the same force and effect as an original.

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

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

(a) **Boycott Israel.** If this Contract is for goods and services subject to § 2271.002 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 § 2276.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

6.19 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.

6.20 Default.

(a) The City may declare a Default of this Contract if the Contractor commits a Default of this Contract and fails to cure the default during an authorized cure period as herein described.

(b) If the City declares a Default of this Contract, it is agreed that the City may modify or terminate this Contract, and the City, in such event, shall be entitled to pursue all remedies allowed or authorized by law, equity, or this Contract.

(c) The City shall notify the Contractor of a Default in writing, and the Parties agree as follows: **(i)** the default notice shall specify and reasonably explain the basis for the declaration of default; **(ii)** regarding an authorized opportunity to cure, the Contractor shall have 10days from the receipt of the default notice to cure the default; **(iii)** where fulfillment of any obligation requires more than 10 days, the Contractor's performance shall be commenced within 10 days after the default notice receipt and such performance shall be diligently continued until the default is cured; and **(iv)** however, if such default cannot be cured, or cannot be cured within 45 days from the date of the default notice receipt, the Contractor shall be liable for and will promptly perform under this Contract and pay to the City within 60 days from receipt of the default notice all amounts due the City for the default as described in this Contract.

(d) Should a Default be committed by the Contractor, the City may pursue and recover all remedies authorized by law, equity or this Contract, including: **(i)** termination of this Contract; **(ii)** litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; **(iii)** equitable relief or extraordinary relief, including all authorized injunction, specific performance, and mandamus relief; and **(iv)** all authorized remedies for the **(a)** recovery of all accrued monetary amounts due the City but not paid by the Contractor to the City under this Contract, and **(b)** recovery of the City's reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the City as allowed by law.

(e) Should a Default be committed by the City, the Contractor may pursue and recover all remedies authorized by law, equity, or this Contract, including: **(i)** termination of this Contract; **(ii)** litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; **(iii)** equitable relief, specific performance, or extraordinary relief, including all authorized injunction and mandamus relief; and **(iv)** recovery of the reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the Contractor as allowed by law.

6.21 Alternative Dispute Resolution. No suit shall be filed by a Party regarding a dispute arising under or related to this Contract 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 Contract, 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.

List of Exhibits

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

GREEN TEAMS, INC.

By: Tucker Gallagher
Title: CFO

Printed Name: Tucker Gallagher
Date: 5/21/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES/WORK

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services/Work that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

AS DESCRIBED IN RFP 26-038 ANNUAL LANDSCAPING & MOWING SERVICES FOR CITY FACILITIES AND NORTHGATE DISTRICT

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.

FOR A NOT TO EXCEED AMOUNT OF $1,443,364.00

City of College Station
RFP# 25-054 APA for Landscape Maintenance Mowing
RFP Opening May 6, 2025 at 2:00 p.m. CT

	Green Teams, Inc.
City Parks	**$ 690,758.00**
City Facilities	
General Fund (1001-0180-5212)	$ 95,104.00
Finish Mowing & ROW (1001-0760-5212)	$ 515,247.00
Utility Cust. Service Fund (2226-0260-5212)	$ 8,145.00
Northgate District (5202-0621-5212)	$ 1,656.00
Subtotal City Facilities	**$ 620,152.00**
Electric Sites	
Electric (8205629-5212)	$ 23,022.00
USC/MTF (Graham Road) (810935-5212)	$ 39,995.00
Subtotal Electric Sites	**$ 63,017.00**
Water/Wastewater Sites	
Water Production (90WGENM-5212)	$ 24,429.00
Water Distribution (91WGENM-5212)	$ 4,628.00
Wastewater Treatment (96SGMTM-5212)	$ 26,480.00
Wastewater Collection (95SGMTM-5212)	$ 13,900.00
Subtotal Water/Wastewater Sites	**$ 69,437.00**
Contract Total	**$ 1,443,364.00**

EXHIBIT C
CERTIFICATES OF INSURANCE

Client#: 603 GREENTEA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/20/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Nitsche Group
143 East Austin Street
Giddings, TX 78942
979 542-3666

CONTACT NAME: Ciera Brown Kmoch
PHONE (A/C, No, Ext): 979 540-2206 **FAX (A/C, No):**
E-MAIL ADDRESS: cierak@thenitschegroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Endurance American Insurance Company	10641
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Green Teams, Inc.
731 Industrial Blvd.
Bryan, TX 77803

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X PD Ded: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			EPP0674361	01/01/2026	01/01/2027	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 $500,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			EBA0674361	01/01/2026	01/01/2027	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 $0			EPP0674361	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001118856	01/01/2026	01/01/2027	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	Excess Liability			EXC30076010501	01/01/2026	01/01/2027	$3,000,000 each Occ.	

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

Project: Annual Landscaping & Mowing Services at City Facilities & Northgate District

As per policy provision, Certificate Holder is listed as additional insured in regard to the auto and general liability policies as provided by additional insured endorsement when required by written contract. A waiver of subrogation endorsement is provided to the Certificate Holder in regard to the auto, general (See Attached Descriptions)

CERTIFICATE HOLDER

City of College Station
PO Box 9960
1101 Texas Ave.
College Station, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

liability and workers' compensation policies when required by written contract. As per policy provision, the auto and general liability policy contains an endorsement with primary and noncontributory wording when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, b*y in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

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

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

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

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT, WITH POLLUTION LIABILITY
FOR COVERED AUTOS

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, c. is deleted its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee under

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a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is deleted in its entirety and replaced by the following:

b. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the "accident";

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

(3) $2,500.

Provided the equipment, at the time of the "loss" is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph **(1)** above; or

(3) An integral part of such equipment.

F. Pollution Liability Broadened Coverage for Covered Autos

1. Coverage

a. SECTION II - COVERED AUTOS LIABILITY COVERAGE is changed as follows:

(1) Paragraph **a.** of the "Pollutant" Exclusion **(SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions)** applies only to liability assumed under a contract or agreement.

(2) With respect to the coverage afforded by Paragraph **a.(1)** above, Exclusion **B.6.** Care, Custody, or Control does not apply.

2. Limit of Insurance

a. The Per "Accident" Limit is $25,000. The Per "Accident" Limit is the most we will pay for the total of all damages and "covered pollution cost or expense" resulting from any one "accident" covered by this endorsement.

Subject to the limit for Pollution Liability Broadened Coverage, the most we will pay for all "bodily injury", "property damage" and "covered pollution cost or expense" combined, resulting from any one "accident", is the Limit of Insurance for Liability Coverage shown in the Declarations.

b. The Aggregate Limit is $25,000. The Aggregate Limit is the most we will pay for the sum of all damages and "covered pollution cost or expense" involving insurance provided by this endorsement. The Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit.

3. Property Damage Liability Deductible

The "Property Damage" and "Covered Pollution Cost or Expense" Liability Coverage Deductible is $500. The damages that would otherwise be payable under **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for "property damage" and "covered pollution cost or expense" caused by any one "accident" will be reduced by the "Property Damage" and "Covered Pollution Cost or Expense" Liability Coverage Deductible prior to the application of the Limit of Insurance provision.

4. Our Right to Reimbursement

To settle any claim or "suit" we will pay all or any part of any deductible shown in this endorsement. You must reimburse us for the deductible or the part of any deductible we paid.

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5. Definitions

SECTION V - DEFINITIONS, D. "covered pollution cost or expense" is deleted in its entirety and replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto", if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release, escape or emission of the "pollutants" is caused directly by such upset, overturn or damage.

G. Who is an Insured - Amended

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

H. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

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2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

I. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

J. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

K. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

L. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $30 per day with $50 per day, and $900 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

M. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

N. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which

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your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. SECTION V - DEFINITIONS is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

O. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

P. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation; or

4. A member or manager, if you are a limited liability company.

Q. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

R. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

S. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. SECTION V - DEFINITIONS, H. "Insured contract", **3.** is deleted in its entirety and replaced by the following:

3. An easement or license agreement;

2. SECTION V - DEFINITIONS, H. "Insured contract", **6.a.** is deleted.

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TexasMutual®

Workers' Compensation and Employer's Liability Policy

Information Page

Insured copy

NCCI Carrier Code: 29939

Item 1

Insured name and address

GREEN TEAMS INC
731 INDUSTRIAL BLVD
BRYAN TX 77803-2016

Other workplaces not shown above
See Schedule of Operations attached.

Policy number
0001118856

Federal tax ID
742392069

Entity
Corporation

Interim adjustment
Monthly 15% - 11 Reports

Bureau no.
420180799

Producer
22076

THE NITSCHE GROUP INC
143 E AUSTIN ST
GIDDINGS TX 78942-3201

Branch
Austin

Renewal of
0001118856

Item 2

The policy period is from: 1/1/26 To: 1/1/27 12:01 a.m. standard time at the insured's mailing address

Item 3

A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: Texas

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A.
The Limits of our Liability under Part Two are:

Bodily Injury by Accident	$1,000,000.00	Each Accident
Bodily Injury by Disease	$1,000,000.00	Policy Limit
Bodily Injury by Disease	$1,000,000.00	Each Employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: None

D. This policy includes these endorsements and schedules: see Schedule of Endorsements attached.

Item 4

The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

	Payroll	Premium
Total payroll and estimated manual premium	$6,740,294.00	$134,380.00

Description	Factor	Amount
Waiver of Subrogation		2,688.00
Increased Limits Factor 1,000,000/1,000,000/1,000,000	0.014	1,881.00
Experience Modifier		33,348.00
Healthcare Network Option	0.120	(20,676.00)
Premium Discount	0.100	(15,162.00)
Expense Constant		150.00

Total estimated annual premium $136,609.00

Minimum premium $250.00

Issue date: 12/22/25

Countersigned by Jeanette Ward

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TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/1/26 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001118856 of Texas Mutual Insurance Company effective on 1/1/26

Issued to: GREEN TEAMS INC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/22/25

June 11, 2026
Item No. 8.3.
Destination Strategic Plan for for College Station Tourism

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: Tourism Committee

Agenda Caption: Presentation, discussion, and possible action on the Destination Strategic Plan for College Station Tourism.

Relationship to Strategic Goals:
Diverse and Growing Economy

Recommendation(s): Staff recommends the council approve the Destination Strategic Plan for College Station Tourism.

The Tourism Committee reviewed this item at its 6/3/26 meeting and voted 7–0 to recommend approval, requesting a few clarifying text and image edits. Minor changes made by the Tourism Committee are reflected on document pages 12, 26, 36, 50, 80, and 98.

Summary: The Destination Strategic Plan for College Station Tourism was prepared by JLL, through its Global Destination Advisory practice, for the City of College Station and its tourism division, Visit College Station. As a strategic plan and market study, its purpose is to recommend a roadmap for building on the city's existing tourism economy, expanding beyond Texas A&M University athletic events toward stronger year-round business. The plan is organized around six strategic pillars and is informed by a market study comprising a Tourism Readiness Index, Demand Driver Scorecard, Event Matrix, peer benchmarking, and a lost-business analysis. It also proposes a new Visit College Station staffing structure and a phased, priority-based hiring plan in which each new position is contingent on prior roles meeting their performance targets.

Budget & Financial Summary: All initiatives within the Destination Strategic Plan for College Station Tourism would be funded through the Hotel Occupancy Tax Fund as part of the standard budget process, with funding prioritized only as specific performance benchmarks are achieved.

Attachments:
1. Resolution Tourism Strategic Plan 6-4-2026
2. Tourism Strategic Plan- Final

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE DESTINATION STRATEGIC PLAN FOR COLLEGE STATION TOURISM.

WHEREAS, the City of College Station, Texas, has many unique assets that distinguish the community as a favorable location for tourism; and

WHEREAS, a goal of the City of College Station, Texas, is to provide opportunity for economic development and increase the overall exposure of the community; and

WHEREAS, the City of College Station, Texas, recognizes the economic benefit to the community to be gained from increased tourism; and

WHEREAS, the City of College Station, Texas, desires to encourage and promote the tourism economy within the City; and

WHEREAS, the purpose of the Destination Strategic Plan for College Station Tourism, attached hereto as Exhibit A, is to set out a plan for proactive market development, specialized sales expertise, and formalized city-university partnerships to enhance and promote the tourism industry in College Station; and

WHEREAS, the City Council of the City of College Station, Texas, has reviewed the Destination Strategic Plan for College Station Tourism; now, therefore,

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

PART 1: That the City Council hereby approves the Destination Strategic Plan for College Station Tourism, attached hereto as Exhibit A.

PART 2: That the City of College Station, Texas, supports promoting the tourism industry within College Station.

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

ADOPTED this _____ day of _____, 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **MAYOR**

APPROVED:

City Attorney

Exhibit A
Destination Strategic Plan for College Station Tourism – June 2026

COMPREHENSIVE

DESTINATION STRATEGIC PLAN

JUNE 2026

College Visit Station



Comprehensive Destination Strategic Plan
for College Station Tourism

JLL

CHOOSE YOUR EXPERIENCE



Let's learn why you'll love it here!

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Letter from the Director

College Station stands at a pivotal moment in its evolution as a destination. As home to Texas A&M University (TAMU), one of the largest in-person universities in the country, we possess a competitive advantage that few destinations can claim. Yet for too long, we have operated reactively, allowing our tourism economy to be dictated by football Saturdays rather than strategically leveraging our university's global academic prestige and research excellence. This Strategic Plan represents a fundamental shift in approach: from passive promotion to proactive market development, from generalist coordination to specialized sales expertise, and from fragmented operations to formalized city-university partnership.

According to the lost business reports between 2022-2024 (a list of which can be found in the Appendix), College Station left $27.6 million in documented economic impact on the table, with over $4 million lost specifically in academic and educational conferences, events that naturally align with TAMU's institutional strengths. These were not losses due to lack of facilities, but rather due to insufficient sales capacity, fragmented coordination, and the absence of dedicated professionals to navigate the university's complex internal landscape. The market study conducted by JLL reveals we are classified as a "Dawning Developer"—a destination with emerging infrastructure and significant momentum, but one that currently lacks the integrated systems and specialized resources required to capture high-value, year-round business.

This plan does not fundamentally change what we are currently doing; rather, it enhances and sharpens our existing efforts through refined KPIs, specialized expertise, and strategic resource allocation. Just as our sports tourism program has demonstrated very strong performance numbers through focused attention and dedicated resources, this plan applies the same proven approach to academic conferences and leisure events. We are building upon success, not replacing it.

This plan is not a wish list, it is a roadmap built on data, validated by stakeholder engagement, and modeled on peer destinations that have successfully transformed university relationships into measurable economic impact. It calls for bold investment in specialized sales staff, formalized governance through a Memorandum of Understanding with TAMU, professionalized event delivery, and the creation of signature leisure products that fill critical need periods. Every recommendation is tied to quantifiable performance metrics, and every proposed hire is contingent on demonstrated success at each prior stage. The financial model is sustainable and self-reinforcing: initial investments funded through strategic reallocation will generate Hotel Occupancy Tax growth that funds future expansion, creating a virtuous cycle of performance-driven growth.

The opportunity before us is significant, but it will not wait. Competitor destinations are already investing in the specialized university sales teams and formalized campus partnerships this plan recommends. The question is not whether College Station can compete, but whether we will choose to compete with the intentionality, resources, and organizational alignment required to win. This Strategic Plan provides the blueprint. Now we must commit to building upon it.

The time to act is now, and I am confident that together, city, university, and community stakeholders aligned in common purpose, we will realize College Station's full potential as a premier destination that generates economic vitality, supports institutional excellence, and enhances quality of life for residents and visitors alike.

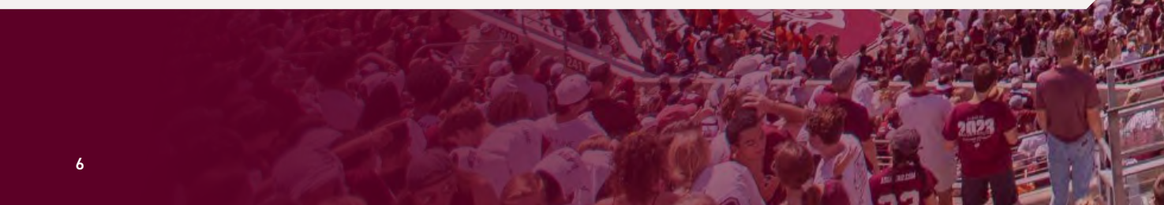
Executive Summary

College Station, Texas, currently occupies a unique position within the national tourism landscape, defined primarily by its role as the home of Texas A&M University (TAMU). Given TAMU's position as one of the largest in-person universities in the country, the destination's tourism demand has been heavily shaped by the university's academic and athletic calendars, creating distinct seasonal patterns that influence market strategy. However, extensive market research and stakeholder engagement conducted by JLL indicate that the city is at a critical transition point. Classified as a "Dawning Developer" by the Tourism Readiness Index, College Station demonstrates significant momentum and potential but currently lacks the integrated infrastructure and coordinated management required to capture high-value, year-round business. This strategic plan outlines a transition toward a proactive, specialized, and data-centric approach to destination management, focused on six confirmed strategic pillars that bridge the gap between the university's global academic prestige and the city's economic development goals.

The findings of the JLL market study reveal that while College Station benefits from an above-average supply of hotel rooms and meeting spaces, it significantly under-indexes in areas such as leisure concentration and urban readiness. A substantial portion of the destination's visitor traffic remains focused on single-location athletic events, resulting in missed opportunities for local retail and dining establishments.

Furthermore, a detailed analysis of lost business between 2022 and 2024 reveals that College Station failed to capture $27.6 million in potential economic impact, with over $4 million of that loss occurring specifically within the academic and educational conference segment. The primary causes of these losses were not facility constraints but rather a fragmented organizational structure and a lack of dedicated sales resources to navigate the university's internal landscape.

The present Strategic Plan aims to develop guidelines for Visit College Station to professionalize its event delivery, enhance the visitor experience for key demographics, and establish a resilient tourism economy that thrives alongside the traditional football season.



Market Study

Overview

JLL's approach to Strategic Planning uses a four-phases approach: listening, analyzing, strategizing, and activating. To ensure a comprehensive approach to this plan, the College Station Tourism Strategic Plan integrates insights from stakeholder engagement and market research to develop a clear vision and strategy. Throughout the year-long planning process, extensive qualitative and quantitative market research was conducted to gain an in-depth understanding of the current state of the tourism landscape and identify potential areas for growth. JLL leveraged proprietary planning products, extensive stakeholder feedback, as well as research and data from Visit College Station to better understand the destination. Many of the insights from these findings have been critical to the foundational recommendations in this plan.

The Market Study section includes quantitative and qualitative research that has been detailed further and organized under the following categories:

JLL-Conducted research components:

1. **Tourism Readiness Index:** Detailed data analysis process which used nearly 1,000 data points across College Station and 14 comparable destinations to assess the readiness and capacity of the tourism industry in College Station. The Typology outcome placed College Station in the Dawning Developer category, a destination with emerging tourism infrastructure, gradual tourism growth, and lower levels of concentration.
2. **Demand Driver Scorecard:** Evaluation which identified 10 key assets and experiences driving visitor demand in the destination.
3. **Event Matrix:** Evaluation which identified that aside from university home sports games as key demand generators, there are limited leisure events that drive visitor demand in the destination.
4. **University Destination Benchmarking:** Peer benchmarking analysis of comparable university destinations analyzing successful case studies relating to academic conference sales staff and formalized university-CVB partnerships that generated academic event capture rates and economic impact.
5. **Lost Business Analysis:** The Lost Booking Report shows $4,359,740 in missed economic impact from 26 academic and educational events between 2022 and 2024, including $153,917 in hotel sales tax and $29,458 in sales tax from lost business.



Stakeholder Engagement

Stakeholder input was collected through the following methods, including Tourism Committee discussion forums, a series of topical focus groups, a thorough site visit, and individual meetings with tourism stakeholders, industry leaders, and related entities.

Steering Committee

The meetings were bimonthly gatherings composed of City of College Station Tourism Committee consisting of 14 members representing diverse areas within tourism, of which a full list can be found in the Appendix.

Focus Groups

Focus groups were conducted to discuss key themes and gather quantitative data. We conducted 7 focus groups with 35 total participants, including meeting planners, music, economic & business development, infrastructure, restaurants, hotels, assets & attractions.

Individual Interviews

Individual meetings were held with stakeholders to collect detailed feedback. The stakeholders included industry leadership and management, supporters, and individuals concerned with tourism's potential challenges and impacts on College Station. The interview process encompassed 28 individual interviews with stakeholders representing Attractions, Economic Development, Housing, Workforce, Regional Planning, Hotels, and TAMU.

Site Visits

Two visits were conducted to College Station to immerse further in the local environment, engage directly with stakeholders, visit tourism sites and attractions, and witness firsthand the dynamics of the tourism industry in College Station.

The diverse set of perspectives ensured the present study comprehensively captures both the benefits and potential challenges within the tourism industry. All stakeholder feedback also provided key guidance and directions to become the basis of many recommendations, supported by real-life examples from site visits.

Key Themes from Stakeholder Engagement

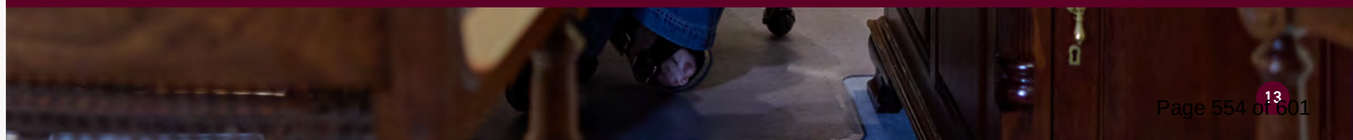
The various methods of stakeholder feedback reflect several major themes within College Station:

- TAMU excels academically in agriculture, engineering, business, veterinary medicine, military sciences, making it an appealing destination for major conferences. However, organizing large conferences can be challenging, as faculty members must balance planning responsibilities with their teaching and research commitments.
- The lack of purpose-built facilities for non-athletic events creates competition among multiple major university departments for limited large-event space. Additionally, the 'Preferred Access Agreement' gives sports teams and student groups priority on existing venues, further constraining availability for other programming.
- Winter breaks are usually busy with football recruiting, basketball, and commencement, limiting venue availability for external leisure events.
- TAMU Special Events (based at the MSC) primarily serves the needs of those planning events at the MSC. They currently lack capacity for external sourcing, with just 6 people handling 300-400 events per year. Reliance on student labor means availability is impacted during academic breaks.
- Visiting TAMU student families lack coordinated experiences and are unaware of non-football activities.
- Need to develop diverse experiential packages, itineraries, and schedules for families of students beyond main events.
- Strong student demand for live music, variety food, and diverse programming (arts & culture atmosphere).
- Popular non-university events like Chilifest and music festivals highlight student demand for a broader entertainment scene.
- The recruitment of high-level faculty relocating to College Station is difficult due to perceived lack of activities and general awareness of College Station, especially for those with families or single professionals.
- There is a disconnect between fans and conference attendees who are unaware of local attractions, while local businesses struggle to reach the university community.
- There are significant opportunities to partner with public event organizers to cross-market to students and visitors.
- College Station's event landscape, outside of large events at Kyle Field, primarily draws local audiences and lacks regional and national demand-driving events which could fill need periods and maximize overnight visitation.

The key themes identified above present a comprehensive synopsis of stakeholder conversations,



focus group feedback, and individual interviews conducted throughout the planning process. These themes reveal critical gaps in visitor experience coordination, infrastructure limitations, untapped partnership opportunities, and the need for enhanced support systems for both university operations and faculty recruitment. The consistent patterns across multiple stakeholder groups validated the strategic priorities developed in this plan. The Tourism Strategic Plan process leveraged this extensive stakeholder feedback to ensure research-driven recommendations align with community needs and chart a collaborative direction for College Station's future as a destination that serves students, visitors, faculty, and residents alike.



Tourism Readiness Index

Overview

The first phase of the Market Study process involved an in-depth analysis of College Station as a destination based on the Tourism Readiness Index. The Tourism Readiness Index is an analysis tool developed collaboratively by JLL and the World Travel & Tourism Council (WTTC). The Index offers destinations an opportunity to evaluate and comprehend their own tourism preparedness based on 70 essential data points that directly influence the tourism industry. The indicators evaluate the current state of College Station's tourism industry and identify potential areas for future growth.

The assessment encompasses research into various aspects within a destination's landscape, including traditional hotel performance metrics, infrastructure and capacity building, environmental sustainability requirements, and more. With the insights provided by the Tourism Readiness Index, destinations can gain a thorough understanding of growth readiness, enabling informed decisions and optimization of tourism strategies.

A comprehensive analysis was conducted on College Station and 14 comparable and aspirational destinations, examining a total of 70 indicators. The process resulted in the collection and organization of nearly 1,000 data points. All sources included were vetted by JLL and WTTC.

The Tourism Readiness Index analyzed data in the following categories:

- Scale
- Concentration
- Leisure
- Business
- Urban Readiness
- Safety and Security
- Environmental Readiness

These seven categories each incorporate up to 10 data points that are grouped to create the pillars of tourism readiness. The data points in each pillar are weighted and scored. The outcomes from this analysis determine what features of the destination need to be prioritized to ensure long-term smart growth to positively impact the local economy through tourism's benefits. See Appendix for further details on the Tourism Readiness Index methodology.

Results

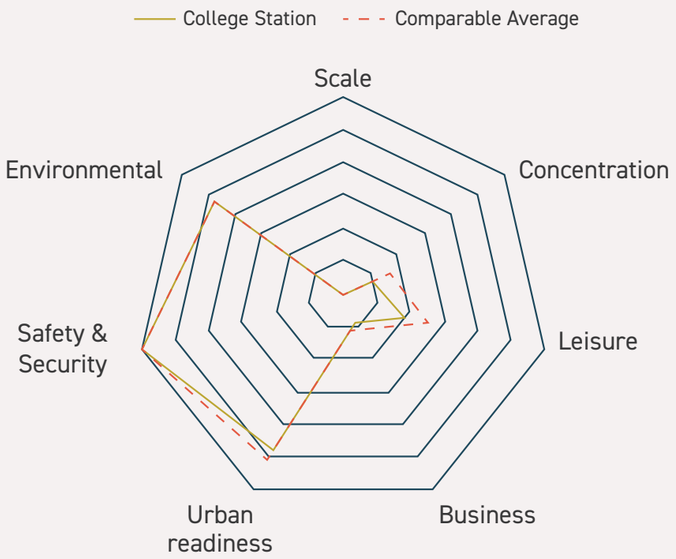
The Tourism Readiness Index indexed College Station across 14 comparable cities, and 70 data points. College Station ranks about average in most pillars – except the concentration, leisure, and urban readiness pillars where College Station under indexes the average.

In-depth analysis of data from reputable global databases such as Centre for Aviation, CoStar, Oxford Economics, TripAdvisor, and more shed light on the factors contributing to College Station's readiness for tourism. For instance, the analyzed data highlights the positive impact of factors like the above-average supply of hotel rooms, supply of hotel meeting space, and low traffic congestion.

Conversely, certain data points contribute to the underperformance in areas such as low spending at restaurants, volume of visitor attractions, overnight hotel stays per square mile, number of employees, and business friendliness. These insights provide opportunities for targeted improvements to enhance College Station's overall tourism readiness and maintain its competitive edge.

Based on the results, College Station is classified as a "Dawning Developer". This typology represents a destination at the exciting initial stages of shaping their tourism identities, offering a rare opportunity to integrate sustainability and stewardship principles from the outset. With a clean slate and emerging infrastructure, College Station can craft thoughtful tourism frameworks that prioritize community well-being, protect natural and cultural assets, and guide growth toward long-term resilience. Dawning Developers represent destinations with immense potential to grow responsibly while preserving what makes them special.

Outcomes by Pillar



Demand Driver Scorecard

Overview

The tourism strategic planning process utilized JLL's proprietary Demand Driver Scorecard to evaluate the impact of individual assets and experiences and future investment opportunities. The Demand Driver Scorecard is designed to establish a baseline and identify investment prospects within the tourism sector. Strategic planners, investors, and developers gain the ability to make informed decisions backed by robust data and analysis. The Scorecard assists destinations in strategic planning and guides stakeholders in the formulation of targeted marketing to maximize returns.

This scoring process was based on an evaluation which includes:

- **Multistep Assessment:** Evaluating and assigning points to each attraction or experience against eight key criteria, including current visitor demand levels, event opportunities, engaging visitor experience and more (further detail outlined in Appendix).
- **Categorization as Attractions vs Attractors/Demand Generators:** Categorizing assets as attractions or attractors based on a scoring system of 0-100.
- **Scoring:** Classifying each attraction into a category based on overall points score. Categories were Little to no visitor interest (0-20), Interesting to do on a repeat visit (20-40), "Must see" if in the area (40-60), Regional attractors (60-80), National attractors (80-95), and Global attractor (95-100). Scoring above 60 indicates assets or experiences as an attractor.
- **Categorization of each Demand Driver:** Segmenting assets into 13 unique market categories based on specific criteria and characteristics, including family-friendly attractions, museums, entertainment, educational attractions, outdoor recreation, and more. Assets could be assigned to multiple relevant categories.

Categorization of a destination's demand drivers helps assess the visitor experience, assists in strategic planning, identifies areas for future development or revitalization projects, and enables the prioritization of enhancements to visitor-facing attractions. Overall, asset categorization provides a framework for a more organized and detailed analysis, aiding in market research, planning, and decision-making processes.





Results

The Demand Driver Scorecard process assessed 24 attractions and experiences across the city, which were identified by the Visit College Station internal team, the Tourism Committee, desktop research, and by JLL during site visits.

The results reveal that 40% of the assets scored are generating regional demand. 10 attractions and experiences are identified as regional demand drivers, including Kyle Field, George Bush Presidential Library and Museum, and Northgate District.

According to the analysis, 54% of assets scored in the region are considered family-friendly, with 67% of these assets driving regional demand. Notable examples of family-friendly attractions include Santa's Wonderland, Aggieland Safari, among others.

Furthermore, approximately 29% of the assets scored are classified as entertainment, nightlife, and spectator sports, of which 22% are considered demand drivers for the region. The assets include Kyle Field, Reed Arena, Olsen Field at Blue Bell Park, Spirit Ice Arena, and Northgate District. The abundance of these assets is unique to College Station and visitors to these assets and events at these assets should be an important aspect of the Tourism Strategic Plan.

As a third and final example, 25% of the analyzed assets are related to culture, heritage, and history, of which 22% are classified as attractors. These assets include George Bush Presidential Library and Museum, Bonfire Memorial, Museum of the American GI, Benjamin Knox Gallery, among others.

Stakeholder engagement has revealed that visitors to key entertainment and sports assets in College Station, such as Kyle Field, Reed Arena, Northgate District, and Spirit Ice Arena, frequently focus their trips on a single event or location. This results in missed opportunities for local businesses and a lack of awareness about non-football attractions and activities, especially for visiting families. A lack of coordinated marketing and visitor resources means fans and conference attendees often remain disconnected from the wider range of experiences available in College Station's entertainment districts.

Similarly, while College Station's rich array of cultural and heritage attractions—such as the George Bush Presidential Library and Museum, Bonfire Memorial, and Museum of the American GI—serve as important visitor draws, there is little cross-promotion linking these sites with other events and attractions. This limited integration hinders the growth of cultural tourism and curtails opportunities for extending stays and increasing spending, especially among non-local and regional audiences.

Addressing these gaps through more coordinated visitor experiences, cross-marketing, and packages connecting entertainment and cultural assets would strengthen both demand drivers. These strategies should also consider the current lack of centralized resources for planning and promoting such connections. Enhancing the visibility and appeal of entertainment and cultural offerings in College Station will be key priorities explored further in the recommendations section, supporting the destination's growth as a vibrant, multi-faceted tourism hub.

Event Matrix

Overview

The Event Matrix process encompassed a thorough evaluation of existing annual leisure-facing events within each region. The assessment helps tourism stakeholders understand which events generated the most impact and more specifically, what aspects of event planning could further enhance the event. Like the Demand Driver Scorecard, JLL's Event Matrix product involves a dedicated analysis of individual events, charting their outcomes and impacts based on overall scores.

The iterative approach enables continual refinement and optimization as events are held each year. It empowers destination organizations and event organizers to stay ahead of market trends and make strategic adjustments to optimize event offerings, ensuring events remain competitive in the ever-changing landscape of the industry.

The Event Matrix process included:

- **Identifying Significant Events:** Collaborated with Visit College Station to inventory regionwide event master list.
- **Utilizing Comprehensive Criteria:** Scoring each event based on 11 detailed criteria aligned with the broader tourism landscape, such as event infrastructure, planning, marketing, and potential economic impact.
- **Categorizing Events Based on Score:** Categorizing assets as attractions or attractors based on a scoring system of 0-100.
- **Scoring:** Classifying each event into a category based on overall points score. Categories were community based events (0-60), regional events (60-80), national events (80-95), and global events (95-100). Scoring above 60 indicates assets or experiences as an attractor.
- **Evaluating Critical Mass:** Assessing the overall volume and significance of current events, identifying need periods, gaps, and opportunities.
- **Leveraging Outcomes:** Developing optimal calendar programming and identifying specific opportunities to enhance events.
- **Collaboration:** Working closely with the Tourism Committee to review effective tactics, addressing study results, and engaging individual event organizers in the future.

This approach ensures a well-informed understanding of the event landscape and helps in positioning regions for success by focusing on high-impact events. The Event Matrix serves as a leave-behind tool that JLL encourages event planners and Visit College Station to continue utilizing for ongoing and future event analysis to support strategic decision-making. See Appendix for further details on the Event Matrix methodology.

Results

The Event Matrix process inventoried and scored 29 events across the destination that were collaboratively identified by Visit College Station during the site visit. College Station hosts an array of annual events with diversity across the destination and throughout the year.

The analysis revealed that aside from TAMU home sports games, there are no leisure events driving significant demand to the destination. Events such as the Margarita Festival at Century Square, Chilifest, Howdy Holly-Days at Northgate, Noon-Years Eve at Century Square, and Breakfast with Santa at TAMU Hotel attract some visitors, but overall scores indicate these events are primarily local in nature and contribute minimal overnight visitation and economic impact.

The results of the Event Matrix indicate focus should be placed on regional annual events as well as additional signature events that have greater potential for driving overnight visitation and substantial economic impact. It is recommended to utilize the Event Matrix on an ongoing basis as an objective tool to evaluate the region's event inventory and assess the impact of current events. To enhance this approach, supplementing the Event Matrix with external resources such as collaboration with local event organizers, economic development organizations, and industry experts can provide valuable insights, data, and expertise. This combined strategy will strengthen the evaluation of potential economic benefits and help identify key drivers of overnight visitation for current and future annual regional events. Additional details and recommendations are provided in the Events Development & Management section of this plan.



University-Destination Benchmarking Analysis

The University Destination Benchmarking process evaluated College Station against a carefully selected set of peer university destinations with similar characteristics, including enrollment size, athletic programs, academic reputation, and proximity to major metropolitan areas. The comparison set included Penn State University (State College, PA), University of Wisconsin-Madison, University of Georgia (Athens, GA), University of Tennessee (Knoxville, TN), Auburn University (Auburn, AL), and Clemson University (Clemson, SC). The analysis examined multiple dimensions of destination competitiveness, including conference and meeting facility inventory, hotel supply and quality, convention and visitors bureau organizational structure and staffing levels, academic conference sales strategies, university-CVB partnership models, and leisure tourism development initiatives. By comparing College Station's current performance and resources against institutions that have successfully captured academic conference business and maximized economic impact from university-related visitation, the benchmarking identified specific operational gaps, strategic opportunities, and implementable best practices.

Penn State University (State College, PA) and the University of Wisconsin-Madison emerged as the most instructive case studies for College Station based on comparable market characteristics and proven success in academic conference capture. Penn State's Central Pennsylvania CVB employs dedicated academic conference sales staff who work exclusively with university departments and national academic associations, resulting in measurable increases in midweek and summer conference bookings that fill traditional need periods. The CVB maintains formalized partnerships with Penn State's conference services office, creating streamlined processes for faculty members seeking to bring conferences to campus—directly addressing the coordination gap identified in College Station stakeholder interviews. State College has also developed comprehensive faculty recruitment support services, providing customized community tours and relocation resources that help the university attract top-tier talent, a critical need identified by TAMU Faculty Relations.

The University of Wisconsin-Madison provides an equally compelling model through the Greater Madison CVB's specialized University Relations Manager position, which serves as a dedicated liaison between the CVB and campus departments. This role facilitates an estimated 40-50 academic conferences annually, generating millions in economic impact while simultaneously supporting university recruitment and retention goals. Madison has implemented a "Conference Concierge" program that provides white-glove service to faculty conference organizers, handling hotel blocks, restaurant recommendations, spouse/guest programming, and community orientation—services that directly address the "lack of coordinated experiences" identified in College Station stakeholder feedback. Additionally, Madison's CVB has created faculty recruitment packages that include curated itineraries showcasing neighborhoods, schools, cultural amenities, and quality-of-life assets, solving the exact challenge TAMU Faculty Relations described as needing "better experts in the town" to showcase during candidate visits.

Both communities housing Penn State and UW-Madison demonstrate measurably higher CVB staffing ratios compared to their hotel room inventory, with dedicated positions focused specifically on university-related business. These destinations have formalized university partnership agreements that include regular communication protocols, shared marketing initiatives, co-sponsored events, and joint pursuit of state and national academic conferences. The quantifiable results include increased conference bookings, enhanced faculty recruitment success rates, extended visitor stays and strengthened city-university relationships.



Lost Business Analysis

The Lost Booking Report is a comprehensive tracking system maintained by Visit College Station that documents every event inquiry, bid, or proposal that did not result in a confirmed booking for the destination. Between 2022 and 2024, this report captured 132 total lost events across all market sectors, representing $27.6 million in missed economic impact to the local economy, including $3,066,240 in hotel sales tax and $1,812,727 in sales tax from lost business. Of particular significance is the academic and educational conference segment, which accounted for 26 lost events totaling $4,359,740 in foregone economic impact—nearly 15% of all lost business during this period.

The analysis examines not just the volume and value of lost opportunities, but the reasons why these events chose competitor destinations instead of College Station. The data reveals that approximately 59% of academic event losses stemmed from competitive “Board/Committee/Member Vote” decisions, meaning event organizers actively evaluated College Station but ultimately selected another city. Only 18% of losses were attributed to facility constraints such as space unavailability or date conflicts, indicating that the majority of these events were fundamentally winnable opportunities lost due to insufficient sales engagement or competitive positioning rather than physical capacity limitations.

With an average academic event value of $167,682 and individual events ranging from $6,000 to $1.2 million in economic impact, the report demonstrates substantial untapped potential in a market segment that naturally aligns with TAMU’s institutional brand and academic reputation. The analysis models three conversion scenarios—conservative (15%), moderate (25%), and aggressive (35%)—to quantify the return on investment from hiring dedicated academic conference sales staff. Even under the most conservative assumptions, converting just 4 of these previously lost events annually would generate $670,729 in new economic impact, more than covering the full cost of a specialized sales position while providing significant economic benefit to the destination. This evidence-based approach provides Visit College Station with clear financial justification for strategic investment in target market development.

The direct financial mechanism works through Hotel Occupancy Tax (HOT) revenue: those 4 converted conferences generate approximately 1,200-1,500 hotel room nights annually, producing $15,120–$23,100 in direct HOT collections at prevailing local tax rates. The position becomes fully self-funding within 18-24 months as booked conferences execute, with compounding value thereafter as academic conferences typically operate on annual or rotating cycles, creating repeat business. By Year 3, a mature pipeline of 12+ executed events generating $1.25M+ in economic impact produces 68-93% of the position cost in measurable HOT revenue, while simultaneously strengthening destination competitiveness and creating multi-year booking visibility that benefits the entire hospitality sector.



Strategic Pillars

A Framework for Transformational Growth

The following six strategic pillars represent the comprehensive framework for College Station's evolution from a reactive, sports-dependent destination into a proactive, year-round tourism economy that leverages TAMU's global academic prestige. Each pillar addresses a specific market gap or untapped opportunity identified through the market study, stakeholder engagement, and competitive benchmarking analysis.

These pillars are not isolated initiatives—they are interconnected components of a unified strategy designed to work synergistically. Academic conference sales efforts (Pillar 1) require the operational partnership and venue coordination mechanisms outlined in Pillar 2. Enhanced student and family experiences (Pillar 3) support faculty recruitment goals (Pillar 4), while both benefit from the joint marketing strategies detailed in Pillar 5. The leisure events development framework (Pillar 6) fills critical need periods identified across all other pillars, creating a balanced event calendar that maximizes year-round hotel occupancy and economic impact.

Each pillar includes the following components:

Current Landscape: A situational assessment that documents the existing challenges, structural barriers, and missed opportunities based on stakeholder feedback and market research.

Recommendations: Specific, actionable strategies and tactical initiatives designed to address identified gaps and capitalize on documented opportunities. These recommendations are evidence-based, drawn from peer destination best practices, and aligned with College Station's unique competitive advantages.

Texas A&M University Support Areas: The collaborative commitments and operational shifts required from the university to align institutional resources with city economic development and tourism objectives. These are not suggestions but essential prerequisites for success.

Key Partners: The stakeholder organizations, departments, and entities whose active participation and coordination are necessary for successful implementation.

Timeline: The phased implementation schedule showing when initiatives should be launched, scaled, and matured across a multi-year horizon.

Relevant Positions: The specific organizational roles—detailed fully in the Organizational Chart & Role Descriptions section—responsible for executing each pillar's strategies and achieving defined performance metrics.

The pillars that follow provide the detailed roadmap for this transformation, translating high-level strategic vision into concrete actions, measurable outcomes, and accountable execution.



Pillar 1: Position College Station as a Premier Academic Conference Destination

College Station's most significant untapped opportunity lies in its ability to host major academic conferences that align with Texas A&M University's global reputation in agriculture, engineering, veterinary medicine, and military sciences. Currently, the destination lacks a specialized team to proactively source this higher-revenue business, leading to a reliance on sports-dependent tourism that leaves the city vulnerable during off-seasons.

Current Landscape

The current situational landscape is defined by high institutional potential but low operational execution. TAMU is a powerhouse in several academic disciplines, making it an inherently appealing destination for researchers and professional associations. However, organizing a large-scale conference at the university is currently a significant burden for faculty members. Professors often find themselves forced to balance complex event logistics with their core teaching and research responsibilities, with no central department available to facilitate external sourcing or coordination. The engagement process indicated that new faculty often have no idea how to even begin the process of hosting a meeting, relying instead on "piecemealing" services together, which becomes increasingly difficult for groups exceeding 500 attendees.

Furthermore, planners for associations and external groups describe the campus booking process as a bureaucratic hurdle. The "red tape" associated with contracting at TAMU, combined with perceived barriers like the difficulty of flying into the local airport (Easterwood), often drives potential business to competitor cities with more streamlined processes.

Peer benchmarking of seven universities, including Notre Dame, Maryland, and Georgia Tech, reveals that successful destinations utilize centralized reporting structures and dedicated sales teams to overcome these barriers, generating between $8 million and $20 million in annual event revenue. College Station, by contrast, is losing winnable business; between 2022-2024, 59% of lost academic-related bookings were the result of committee votes rather than facility constraints, suggesting that a more professional and persuasive sales effort could have secured these events.

Recommendations

The transition strategy requires Visit College Station to move from a generic promotional role into a highly specialized academic sales force. This is not merely about marketing the city but about becoming a strategic partner to the university's academic leadership to identify and capture high-value prospects.

Inventory and Qualification of the Academic Universe

The primary implementation step involves the systematic mapping of the university's academic landscape. The proposed new hire of Director of University Strategy & Partnerships must collaborate with department heads and college deans to inventory historical conference patterns and identify influential faculty who hold leadership positions in national and international associations. Throughout the stakeholder engagement process, it was revealed that a rough estimate of over 10,000 potential conferences are associated with TAMU's areas of excellence. Identifying which specific niches (e.g., aerospace engineering or equine medicine) have the strongest national rankings, helps the sales team focus their prospecting efforts on groups that have a natural affinity for the TAMU brand.

- **Asset Mapping:** Systematically inventory academic departments, research centers, and faculty leadership positions in international associations. Identify "niche" areas where TAMU ranks in the top tier to target conferences with a natural affinity for the brand.
- **"Academic Ambassadors" Program:** Recruit influential faculty to serve as advocates, providing them with professional bid templates and marketing collateral to present at their respective association board meetings.
- **Proactive Prospecting:** Utilize database scraping (association sites, journals) to identify historical conference patterns and source a universe of over 10,000 potential conference leads.

Establishment of a Specialized Sales and Support Team

Implementation requires the authorization of dedicated positions that focus exclusively on the academic and corporate conference market. This team must be freed from logistical burdens to focus on high-volume prospecting.

- **Proposed New Hires (further detail laid out in the Appendix Section of this report):** The Assistant Director of University Sales (Academic & Corporate) will be tasked with conducting 50+ solicitations per week, guided by a research-driven pipeline created by the Business Development Coordinator.
- **Process Establishment:** The team will present a formal process to the key TAMU stakeholders, advocating for Visit College Station to lead the business development for all external-facing academic meetings, thereby removing the administrative burden from the faculty.

Development of Integrated Conference Packages

To compete with Tier-1 cities, College Station must offer a "seamless" experience.

- **Package Development:** Develop packages that connect university conference facilities with off-campus hotel blocks, curated dining experiences at Century Square, and cultural attractions like the Bush Library.
- **Coordination with TAMU:** Facilitate regular touchpoints between Visit College Station and TAMU conference staff to ensure that faculty inquiries are triaged within three business days, ensuring that potential leads are never lost to slow response times.

Texas A&M University Support Areas
This section defines the specific collaborative commitments and operational shifts required by the university to align institutional resources with the city's economic and tourism objectives.

- Facilitate regular touchpoints between Visit College Station and TAMU Conference staff for case reviews.
- Integrate faculty conference requests through a centralized channel.
- Commit to a 3-business-day response time for conference inquiry triage.
- Program support for 2-3 major pilot conferences in Year 1 to measure impact.

Key Partners
TAMU Athletics, TAMU Special Events, TAMU Administration, National Event Promoters, Conference Organizers.

Timeline
- **Year 1:** MOU negotiation and pilot event execution.
- **Years 2-3:** External event booking and scaling.
- **Years 4-5:** Ongoing revenue optimization and program maturity.

Relevant Positions
Director of University Strategy & Partnerships (Year 1), Assistant Director of University Sales (Priority 1), Business Development Coordinator (Priority 3).

Key Performance Indicators
- Academic conference leads qualified annually (Target: 300+ by Year 2)
- Conference booking conversion rate (Target: 12-15%)
- Academic conferences hosted annually (Target: 6-8 by Year 3)
- Hotel room nights from academic conferences (Target: 12,000 annually by Year 3)
- Response time to conference inquiries (Target: <3 business days)
- Faculty ambassadors recruited (Target: 20 by Year 2)

Expected Outcomes
Establish a professionalized academic conference sales operation generating 6-8 annual conferences and 12,000 hotel room nights by Year 3. Reduce loss rate of committee-voted opportunities from current 59% through improved sales execution and faculty support systems.

Pillar 2: Create TAMU and Visit College Station Event Management Partnership

A critical gap identified in the market study is the limited capacity of TAMU's Special Events department, which currently operates with just six people handling 300 to 400 events per year. This lack of bandwidth prevents the university from actively seeking external business, even when premier venues like the Hall of Champions (within Kyle Field) or Aggie Park are vacant.

Current Landscape

The event coordination landscape in College Station is currently fragmented. While the city and university maintain a good relationship, operational silos remain. External planners often face confusion when navigating multiple points of contact between the university athletics, and the various campus event offices. The engagement process indicated that the 'Preferred Access Agreement'—which gives priority scheduling rights across multiple university venues including athletic facilities, the MSC, Rudder, and some student spaces—is a major challenge for sourcing external events, as it creates a climate of uncertainty for planners who need to commit to dates months or years in advance.

Furthermore, there is a lack of a unified calendar system, leading to scheduling conflicts where major community events may inadvertently overlap with high-traffic university weekends, straining the city's resources and transportation infrastructure. Peer universities like Maryland have addressed this through sophisticated online scheduling platforms (e.g., 25Live) that feature centralized calendars, technology inventories, and photos of available configurations. College Station's current reliance on manual communication and disparate booking systems is a direct contributor to the $27 million in lost economic impact recorded between 2022-2024.

Recommendations

The goal of this expanded partnership is to professionalize event delivery by creating a single, coordinated "front door" for all major event inquiries, modeled on the success of Notre Dame and Maryland.

Formalizing Governance and Revenue Splits

A foundational implementation step is the negotiation of a formal Memorandum of Understanding (MOU) between the city and TAMU.

- **MOU Development:** This MOU should define clear revenue-sharing models for external events, such as the 80/20 split utilized by peer institutions. Under this model, 80% of net revenue (after covering direct costs such as room rental, F&B, staffing, and facility operations) goes to a central events coordination function (Visit College Station in this case) to support marketing, sales, and administrative costs, while 20% goes back to the host department or facility (e.g., the College of Engineering or the Athletics Department) as an incentive for participation. The MOU should clearly specify what constitutes "revenue," how costs are allocated, and whether the host venue retains standard facility rental and service fees separately.
- **Enhanced TAMU Point of Contact:** Elevate the existing university liaison role with Visit College Station's to include direct scheduling authority across key venues, clear escalation protocols for priority conflicts increased won business,, and dedicated resources to provide timely responses to external event inquiries. The position must have institutional backing to navigate 'Preferred Access' constraints effectively.

Technological Integration via a Unified Calendar

To solve the scheduling crisis, implementation must focus on data transparency.

- **Unified Calendar System:** Create a unified calendar system that eliminates conflicts between the city and TAMU events.
- **Booking Platform Adoption:** Adopt a centralized booking platform like 25Live, which provides real-time visibility into venue availability. This allows the sales team to offer planners "guaranteed windows" of availability that are protected from internal university pre-emption.

Expanding the Labor Pool and Servicing Quality

The execution of complex events requires a stable labor force at the university level, which is currently a challenge given the university's reliance on student workers who are unavailable during academic breaks.

- **Cross Training Programs:** The partnership will run staff cross-training programs and pursue "non-student" part-time hires to boost the event labor pool during winter and summer need periods.
- **Venue Needs Assessment Tool Development:** This resource will allow planners to understand exactly what is available across both the city and university venue inventories, including A/V capabilities and catering requirements, through a single interface.

Texas A&M University Support Areas

This section defines the specific collaborative commitments and operational shifts required by the university to align institutional resources with the city's economic and tourism objectives.

- Reinforce the existing university liaison position as the direct counterpart to Visit College Station staff.
- Share annual event schedules early for city-university coordination.

Key Partners

TAMU Admissions, TAMU Athletics, Academic Departments, Local Hotels, Restaurants, George H.W. Bush Library.

Timeline

- **Year 1:** Foundation building and MOU finalization.
- **Year 2-3:** Full program implementation and operational alignment.

Relevant Positions

Assistant Director of University Event Strategy (Priority 2), University Event Strategy Manager (Priority 3).

Key Performance Indicators

- MOU execution (Target: Signed by Q2 Year 1)
- External events booked annually (Target: 8-10 by Year 3)
- Event inquiry response time (Target: <3 business days)
- Scheduling conflicts between city/university (Target: Reduce 60% by Year 2)
- Venue utilization during off-peak periods (Target: +30% by Year 2)

Expected Outcomes

Create unified booking process eliminating major coordination barriers. Address the $27M in identified lost economic impact through streamlined scheduling, expanded labor capacity, and single-point-of-contact service model comparable to peer university destinations.

Pillar 3: Enhance Student and Family Visit Experience

Visiting families represent a major economic driver, yet they are currently not a key target audience in the current tourism approach. While approximately 84,000 guests visit the university annually for tours and recruitment—with 30% staying overnight—they often leave with a limited impression of the city because they are unaware of activities beyond the campus boundary.

Current Landscape

The current experience for families is often defined by “high stress and high cost.” During peak weekends like graduation or “Howdy Week,” student life officials have observed that families are often “wandering” after their main event is over, looking for places to eat or things to do, but finding the information difficult to access amidst the traffic and crowds.

Furthermore, the university's recruitment materials currently lack detailed information about the local community. Prospective students and parents are presented with a strong academic narrative but very little about what “life in College Station” looks like outside of the classroom.

This is a missed opportunity for the city to showcase its high quality of life, which is ranked highly by residents for safety and community feel. Stakeholder feedback in this process suggests that there is a critical desire for more family-friendly activities that are not solely focused on college students, such as live music venues for older audiences or events that are accessible to teenagers.

Recommendations

The goal of this pillar is to transform recruitment visits into “destination experiences” that foster a long-term emotional connection to both the university and the city.

Formation of an Experience Working Group

The first implementation step is to convene a working group consisting of hotel partners, attraction managers, and university admissions staff to design a "seamless" guest journey. This group will be responsible for standardizing the information provided to families during the registration process.

- **Customization for Visitors:** Partner with TAMU Admissions to share visit registration data (timing and interests) so that Visit College Station can send tailored recommendations to families before they arrive.
- **Community Information Tools:** Pilot the inclusion of College Station community information in recruitment videos and campus tour materials. This step can be modeled after the University of Tennessee Knoxville's "interactive screen" approach, which helps families learn about moving to the city by providing data on local schools, neighborhoods, and amenities during their tour.

Development of Curated Digital Tools and Itineraries

To reduce the "information gap," the destination will build digital tools that put the city's assets in the hands of the visitor.

- **Pre-Packaged Itinerary Development:** Develop template itineraries such as the "Aggie Weekender," the "Family Food Crawl," and the "Arts & Music Tour".
- **Itinerary Distribution:** Deploy QR codes in hotel lobbies and admissions offices that link directly to these itineraries and a real-time calendar of community dining specials and events.

Texas A&M University Support Areas
This section defines the specific collaborative commitments and operational shifts required by the university to align institutional resources with the city's economic and tourism objectives.

- Share visit registration data to allow for tailored recommendations.
- Facilitate distribution of DMO marketing materials pre-arrival.
- Include College Station community events in university-led recruitment materials.

Key Partners
TAMU Admissions, New Student & Family Programs, Brazos Valley Hotel & Restaurant Associations, George H.W. Bush Presidential Library & Museum, Century Square Management & Northgate District Association, Brazos Transit District.

Timeline
- **Year 1:** Foundation and pilot program.
- **Year 2:** Full rollout and scaling.
- **Years 4-5:** Ongoing optimization.

Relevant Positions
Destination Experience Manager (Priority 3), Marketing Manager (Priority 2).

Key Performance Indicators
- Families staying overnight (Baseline: 30%; Target: 40% by Year 3)
- Curated itinerary downloads (Target: 3,000+ annually by Year 2)
- Families receiving pre-arrival information (Target: 50% by Year 2)
- Additional hotel room nights generated (Target: 5,000 annually by Year 3)

Expected Outcomes
Transform campus visits into destination experiences, increasing overnight stays from 30% to 40% of 84,000 annual visitors and generating 5,000 additional hotel room nights by Year 3 through systematic information delivery and curated community itineraries.

Pillar 4: Enhance Faculty and Staff Recruitment Experience

This strategy addresses the critical challenge of communication of cultural amenities or professional activities in College Station during faculty and staff recruitment process.

Current Landscape

According to the Faculty Affairs Department, TAMU departments conduct over 300 faculty visits per year, with a ratio of three to five candidates for every one hire. Currently, there is a complete lack of consistency in how these visits are handled. Some departments are highly organized, while others provide little support due to time and resource limitations, leading some candidates to leave with the impression that there is “nothing to do” for the faculty and their families. Some of the current faculty choose to live in Houston and commute, indicating that the destination does not proactively sell itself as a permanent home. Stakeholders have shown interest in Visit College Station supporting information and itinerary package development for such faculty requests, providing a professional and unified destination overview that can highlight the city's strengths in schooling, neighborhood safety, and local culture.

Recommendations

This pillar focuses on positioning Visit College Station as the expert in “destination experience planning” for the university's recruitment efforts.

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Building the Community Expert Network

A successful recruitment strategy must go beyond showcasing the university itself to demonstrate the strength of the surrounding community, a connection best made through personal relationships.

- **Network Development:** Form a "Community Expert Network" comprised of local alumni, business leaders, and representatives from diverse community groups who can meet with faculty candidates during their visits.
- **Matching System Development**: Create a "matching" system where a candidate interested in the arts is introduced to arts-forward attractions and events, or a candidate with young children is introduced to family-friendly options.
- **Resourcing:** The Destination Experience Manager (Priority 3 role) will oversee this function, ensuring that the hiring packets provided by TAMU HR are enriched with high-quality destination content.

Curation of Custom "Life in College Station" Itineraries

Because accepting a faculty position is a major life decision and not just a career move, candidates need more than a campus tour; they need a community tour tailored to their unique lifestyle. This initiative aligns with the City's Economic Development Master Plan Section on Talent Attraction strategy to position College Station as a welcoming and inclusive community for everyone, including non-Aggies.

- **Itinerary Curation with Focus on Quality of Life:** In partnership with Economic Development, curate personalized itineraries that highlight high-quality local schools, childcare options, and premier neighborhoods. These curated experiences will showcase the specific quality-of-place factors identified in the ED Master Plan, including recreation opportunities, shopping districts, dining options, and the vibrant cultural and civic community that reflects the City's diverse international presence.
- **Digital Guide Development:** Build a comprehensive digital guide titled "Move to College Station" that integrates with the planned Talent Hub stylized web portal referenced in the ED Master Plan. This guide will include data on cost of living, commute times, and local amenities that differentiate the city from larger metros like Houston. The platform will highlight career opportunities in the innovation economy, particularly Texas A&M's leadership in artificial intelligence and other emerging sectors, while serving as a resource for both new faculty recruits and former students considering a return to College Station.

Texas A&M University Support Areas

This section defines the specific collaborative commitments and operational shifts required by the university to align institutional resources with the city's economic and tourism objectives.

- Identify specific faculty needs so itineraries can be tailored (e.g., school tours).
- Support Visit College Station by distributing the information packets.
- Introduce Visit College Station as official experience experts during the provost/dean recruitment process.

Key Partners

TAMU Office of the Provost & Academic Deans, TAMU Human Resources, Chamber of Commerce, Local School Districts & Realtor Associations, Community & Cultural Organizations.

Timeline

- **Year 1:** 12-month foundation and pilot with key departments.
- **Year 2:** 24-month university-wide rollout and scaling.
- **Years 4-5:** Ongoing maturity.

Relevant Positions

Destination Experience Manager (Priority 3), Director of University Strategy & Partnerships (Priority 1).

Key Performance Indicators

- Faculty candidates receiving customized itineraries (Target: 150+ annually by Year 2)
- Recruiting departments utilizing services (Target: 60% by Year 3)
- Community Expert Network members (Target: 25 by Year 2)
- "Move to College Station" guide downloads (Target: 1,000+ annually by Year 3)

Expected Outcomes

Position College Station as lifestyle destination during faculty recruitment process. Reduce faculty commuting from Houston through comprehensive community showcase supporting 150+ annual candidates and reaching 60% of recruiting departments by Year 3.

Pillar 5: Joint Marketing Strategy for University Community Synergy

College Station suffers from a “bifurcated” brand identity where the university and the city often market to their respective audiences in isolation. This creates a disconnect where fans and conference attendees remain unaware of local attractions, while local businesses struggle to engage the university community.

Current Landscape

Stakeholder feedback suggests that many visitors to key spectator sports assets—such as Olsen Field at Blue Bell Park or Reed Arena—view their trips as “one-dimensional” baseball or basketball excursions. They arrive for the game and leave immediately after, with very little incidental spending in local restaurants or retail districts. Local business owners have expressed frustration that they are “left out” of the tourism dollars generated by university events.

Furthermore, there is an awareness gap regarding the city's cultural and heritage assets. Attractions like the Museum of the American GI or the Leach Teaching Gardens are often overlooked by visitors who are focused solely on the university's academic assets. While George H.W. Bush Presidential Library & Museum is a major attractor, there is limited cross-promotion linking it with other events or entertainment districts like Northgate and Century Square. Peer destinations have succeeded by building “Gameday Plus” experiences that extend the economic impact of sports beyond the stadium.

Recommendations

The joint marketing strategy focuses on creating a single, powerful narrative that reflects the true character of both the university and the community.

Development of Joint Marketing Campaigns

To build a powerful and unified brand identity, the city and TAMU Marketing and Communications teams must align their messaging to market the area as a single, cohesive destination where the relationship is the core strength.

- **Joint Campaigns:** Develop joint campaigns that highlight the unique connections between the university and the community, such as the "Unique Local" list that features legacy businesses.
- **Experience Development:** Build "Aggie Gameday" experiences that provide visitors with a pre-game and post-game itinerary, encouraging them to spend time in Century Square or other attractions before heading to the stadium.

Creation of Integrated Visitor Packages

To capture greater economic impact and showcase the full breadth of local culture, implementation requires bundling disparate assets to transition visitors from single-event attendees into multi-day tourists.

- **Package Development:** Create visitor packages that combine athletic tickets with hotel stays, dining vouchers, and tickets to cultural attractions.
- **Restaurant Integration:** Establish a "Restaurant Week" or a "Local Restaurant Passport" program to instigate local pride and drive both student and visitor traffic to non-chain, high-quality dining establishments.

Cross-Promotional Synergy for University Events

To enhance the overall visitor experience and ensure university events translate into direct economic benefits for the community, the university's massive reach must be leveraged to drive traffic to local businesses.

- **Cross-Promotion:** Establish cross-promotional opportunities where TAMU event tickets include "offers" from local business associations.
- **Event Calendar Distribution:** Integrate community event calendars into the official university mobile apps, ensuring that conference attendees are notified of live music series or farmers' markets happening in the city during their stay.

Joint Strategies with TAMU

- Develop joint marketing campaigns highlighting university-community connections.
- Create integrated visitor packages combining athletics with local attractions.
- Establish cross-promotional offers where TAMU tickets include offers from local businesses.

Key Partners
TAMU Athletics, TAMU Marketing & Communications, Bryan / College Station Chamber of Commerce, Local Media Outlets, Century Square & Northgate Business Associations, Key Attractions.

Timeline
- **Year 1:** 12-month brand framework and pilot campaign.
- **Year 2:** 24-month full package implementation and multi-sport expansion.

Relevant Positions
Marketing Manager (Priority 2), Business Development Coordinator (Priority 3).

Key Performance Indicators
- Joint marketing campaigns annually (Target: 3-4 by Year 2)
- Integrated visitor packages sold (Target: 1,500 annually by Year 3)
- Cross-promotional offer redemption rate (Target: 15-20%)
- Average stay for athletic attendees (Target: +0.5 nights by Year 3)

Expected Outcomes
Create unified destination brand extending single-event athletic visitors into multi-day stays. Generate 1,500+ integrated package sales annually by Year 3, increasing local business spending and connecting university event traffic to community attractions through coordinated marketing.

Pillar 6: Leisure Events Strategy

College Station's current event landscape is composed largely of local gatherings that do not drive significant overnight visitation. To build a resilient tourism economy, the city must transform this portfolio into a strategic collection of regional and national demand-driving events.

Current Landscape

The Event Matrix analysis inventoried 29 events and found that only 25% are positioned to drive regional demand. Significant gaps exist in the events calendar during the "post-holiday slump" of January through March, as well as the beginning of the fall semester in September. Currently, there is a "critical shortage" of music and entertainment venues following the closure of legacy sites, which has led to artists being pushed out to nearby towns like Snook or Hearne. Additionally, Wolf Pen Creek Amphitheater represents a significant untapped venue asset that could help address this shortage and attract higher-caliber entertainment to the community.

Stakeholders have noted that while events like Chilifest are popular, they are primarily student-focused and do not generate a high volume of hotel room nights. There is a clear need for a new "anchor" event—such as a major culinary or music festival—that can attract a diverse, high-spending audience during identified "need periods" when student-driven demand is low. Strategic activation of Wolf Pen Creek Amphitheater and other venues for regional concerts and festivals could serve as a catalyst for filling these calendar gaps and drawing overnight visitors from Houston, Austin, and Dallas.

Recommendations

The leisure events strategy focuses on three areas: objective evaluation, the creation of signature products, and professionalized organizer support.



Adoption of the Event Matrix as a Funding Standard

To maximize the return on investment for public funds and ensure fairness and transparency, College Station should professionalize its grant-giving process by replacing subjective evaluations with a standardized, data-driven framework.

- **Event Matrix Adoption:** Formally adopt the Event Matrix as the standard tool for evaluating all current and future events seeking city or Visit College Station support.
- **Event Impact Calculator:** Require all major grant recipients to utilize the Destinations International Event Impact Calculator (EIC) to provide standardized post-event reporting on room nights and economic impact, ensuring accountability for public HOT funds.

Establishment of a Signature Event Task Force

To elevate the city's destination profile and create a new anchor for the tourism calendar, implementation requires an entrepreneurial approach to product development, moving beyond simply supporting existing events to actively creating one.

- **Signature Event Task Force Development:** Establish a task force comprised of community, university, and private sector leaders charged with developing a business plan for one new, large-scale signature event within three years.
- **Future Positions:** Hire a Leisure Events Contractor Firm to proactively recruit established events from other markets or conceptualize a new anchor event. This includes working to bring events to Wolf Pen Creek Amphitheater.

Streamlining Organizer Support and Scheduling

To establish College Station as the most attractive destination in the region for third-party promoters, the city must reduce logistical barriers and create a frictionless, turnkey support system that makes it exceptionally easy to host an event here.

- **Event Calendar Development:** Create a "Target Event Calendar" to visually identify programming gaps and offer "incentive funding" for events willing to schedule in low-demand months.
- **Event Servicing and Support:** Develop "Event-in-a-Box" service packages for organizers that bundle venue needs with A/V support, marketing credits, and coordinated hotel blocks, making College Station the "easiest" city in Texas to host a mid-sized leisure event.

Key Partners
City Council, Tourism Committee, Private Event Promoters, TAMU Special Events, Venue Owners.

Timeline
- **Year 1:** Adoption of Event Matrix and recruitment of Producer
- **Year 2:** Launch of Signature Event Task Force.
- **Year 3:** Launch of the first new major signature event.

Relevant Positions
Leisure Events Contractor Firm (Priority 1), Marketing Manager (Priority 2).

Key Performance Indicators
- Event Matrix adoption for grant funding (Target: 100% by Year 1)
- Events driving regional/national demand (Baseline: 25%; Target: 40% by Year 3)
- Hotel room nights from leisure events (Target: 15,000 annually by Year 3)
- New events recruited/created (Target: 2-3 by Year 3)
- Signature anchor event launch (Target: Year 3)

Expected Outcomes
Transform event portfolio from local gatherings to strategic demand-drivers, increasing regional-impact events from 25% to 40%. Fill January-March and September calendar gaps through recruitment of 2-3 new events and launch of one signature anchor, generating 15,000 hotel room nights annually by Year 3.

Organizational Chart & Role Descriptions

Core Organizational Philosophy

Visit College Station's new structure is built on a critical principle: specialization of labor. To win in a competitive market, Visit College Station will separate the core functions of Sales (getting the business), Programming & Services (keeping the business and ensuring flawless execution), and Marketing (driving targeted demand). This model frees the sales team from logistical burdens, allowing them to focus exclusively on prospecting and revenue generation.

Top Characteristics of the New Structure

This plan is guided by ten principles designed to drive performance and accountability:

1. **Specialization:** Creating distinct, expert roles for strategic partnerships, academic sales, and event production.
2. **Accountability:** Implementing clear, quantitative metrics for every role, from weekly sales calls to post-event satisfaction scores.
3. **Integration:** Establishing formal "bridge" roles that unite the city and TAMU, led by a strategic champion.
4. **Professionalism:** Replacing unreliable support with dedicated, expert staff for all critical client-facing logistics.
5. **Incentivization:** Driving performance with a commission-based sales compensation plan designed to compete with the private sector.
6. **Agility:** Developing the capability to proactively address "need periods" by creating new demand, not just reacting to it.
7. **Data-Centricity:** Basing all strategic decisions on empirical data (Placer.ai, STR), not anecdotes.
8. **Community-Facing:** Dedicating resources to local advocacy, faculty relations, and creating new events for the community.
9. **Scalability:** Building a structure that can absorb new talent as revenue and event volume grow.
10. **Competitiveness:** Benchmarking salary bands against corporate standards to attract and retain top-tier talent.

Organizational Chart & Role Descriptions

This structure is designed for specialization and accountability, separating strategic partnership, aggressive sales, and expert event delivery.

To simplify prioritized roles and years of hire, below is a matrix table summarizing the proposed organizational structure, showing priority level and position title:

PRIORITY	ROLE
1	Director of University Strategy & Partnerships (City Position)
1	Assistant Director of University Sales (Academic & Corporate)
1	Leisure Events Contractor Firm
2	Assistant Director of University Event Strategy
2	Marketing Manager Academia & Leisure Events
3	Business Development Coordinator
3	University Event Strategy Manager
3	Destination Experience Manager (Optional)
4	Sales Manager (Academic & Corporate)

Legend for Priority Levels:

1 = Critical foundational/executive roles

2 = Strategic growth and market-making roles

3 = Support/specialist roles enabling scale

4 = Expansion roles for pipeline acceleration

YEAR 1 HIRES

PRIORITY 1
Director of University Strategy & Partnerships
City Position

Core Function: To serve as the lead strategist and internal "product manager" for all TAMU-related tourism initiatives. This role bridges the gap between the university's deep academic and research assets and the CVB's need for compelling, sellable products. This individual is responsible for understanding "what" TAMU can offer and packaging it for the sales team to "sell."

Sample Responsibilities:

- Map TAMU's centers of excellence, renowned faculty, research grants, and strategic initiatives to identify untapped conference and event opportunities.
- Cultivate deep relationships within TAMU's colleges, departments, and research centers to unearth event opportunities and build internal support.
- Translate academic strengths into compelling event concepts and narratives that the sales team can use to attract new business.
- Work in partnership with the Assistant Director of University Sales to identify and recruit influential faculty for the "Academic Ambassadors" program.
- Serve as the CVB's expert on TAMU's institutional priorities, new developments, and key personnel, providing strategic guidance to the entire team.
- Represent Visit College Station on key university committees to champion tourism goals, gain institutional buy-in, and identify high-value opportunities before they become public. This role should also engage in event execution.
- Act as the ultimate point of escalation for major logistical or political roadblocks that clients face, providing a single, powerful point of contact to resolve complex issues.

Key Metrics & Measurement:

- **Product Development:** Number of new, sellable TAMU-centric event "products" or conference concepts developed annually.
- **Prospect Generation:** Number of qualified TAMU-originated event/conference prospects identified and introduced to the sales pipeline annually (target to be set based on organizational goals and opportunity size)
- **Internal Lead Generation:** Number of qualified, high-level event leads generated directly from internal TAMU partnerships.
- **Sales Enablement:** Positive annual feedback from the sales team regarding the quality and utility of the strategic support and products provided.

Required Expertise:

- 7-10+ years of experience working in or closely with a major university, preferably in roles such as corporate relations, development, strategic planning, or alumni affairs.
- Demonstrated ability to think strategically and translate complex institutional assets into marketable concepts.
- Exceptional interpersonal and relationship-building skills, with a proven ability to navigate complex academic and administrative structures.
- Familiarity with the meetings and events industry is a strong plus.

Potential Salary Estimate:

Based on JLL's analysis of comparable destinations and positions, the suggested salary range is $145,000- $160,000. This salary reflects a senior strategic role that is critical to long-term success.





PRIORITY 1
Assistant Director of University Sales (Academic & Corporate)

This role could be structured as a contractor or third-party firm with incentive compensation, rather than as a city employee.

Core Function: To act as the primary engine for new revenue growth by aggressively prospecting the untapped academic and corporate conference markets. This is the lead "hunter" and will build the sales program from the ground up.

Sample Responsibilities:

- Systematically prospect the universe of 10,000 potential academic conferences associated with TAMU's areas of excellence.
- Develop and manage an "Academic Ambassadors" program, leveraging influential TAMU faculty to attract their associations' events.
- Build the complete sales pipeline, process, and playbook for the academic market, which will be used to train future staff.
- Collaborate with the Business Development Coordinator to turn raw data into qualified leads and first appointments.
- Personally manage the sales cycle for the largest and most complex conference leads.

Key Metrics & Measurement:

- Sales Activity: 50+ solicitations per week. Measured by CRM activity logs.
- Lead Generation: 100+ new qualified leads generated per year. Measured by CRM lead status.
- Definite Bookings: Secure 5-10 definite bookings for future years. Measured by signed contracts and definite room nights.

Required Expertise:

- A proven "hunter" with 7-10 years of B2B sales experience, ideally in the association, hotel, or destination sales market.
- Expertise in prospecting, pipeline management, and building a sales strategy from scratch.
- Must be a self-starter capable of working with autonomy.

Potential Salary Estimate:

Based on JLL's analysis of comparable destinations and positions, the suggested salary range is $105,000- $120,000 Base Salary, with an on-target earnings (OTE) package of high $100,000s.

PRIORITY 2
Assistant Director of University Event Strategy w/ TAMU

Core Function: Reporting to the Director of University Strategy & Partnerships, this role is the lead strategist and business developer for all events hosted at or in partnership with TAMU. This individual is responsible for proactively identifying, recruiting, and developing new event opportunities that leverage the university's unique venues, faculty, and brand.

Sample Responsibilities:

- Actively recruit and bid on third-party events (conferences, competitions, showcases) that are a strategic fit for TAMU's facilities and academic strengths.
- In partnership with TAMU departments and under the guidance of the Director of University Strategy & Partnerships, develop new, proprietary events that showcase the university's centers of excellence and generate significant visitor traffic.
- Serve as the internal expert on TAMU's event venue inventory. Operationally manage the "Preferred Access Agreement" to secure venue availability, negotiate terms, and provide the sales team with a clear path to booking.
- Work in lockstep with the Assistant Director of University Sales, passing on leads better suited for city-wide conventions and receiving leads that are a perfect fit for a single TAMU venue.

Key Metrics & Measurement:

- **New Event Wins:** Number of new, third-party events successfully recruited and contracted for TAMU venues annually.
- **Developed Event Performance:** Room nights and revenue generated from newly created proprietary TAMU events.
- **TAMU Venue Utilization:** A measurable increase in the utilization of key TAMU event spaces, particularly during need periods.
- **Event Pipeline Growth:** A robust pipeline of potential events being actively pursued for TAMU, measured in both number and potential economic impact.

Required Expertise:

- 5-7+ years of experience in event sales, business development, or event management, with a strong preference for experience in a university or collegiate athletics setting.
- A proven ability to proactively source, develop, and close event business.
- Strategic thinker with the ability to conceptualize new event opportunities that align with institutional strengths.
- Deep familiarity with event logistics, venue management, and contract negotiation.

Potential Salary Estimate:

Based on JLL's analysis of comparable destinations and positions, the suggested salary range is $118,000 - $132,000. This salary reflects a senior, specialized role living in College Station with direct responsibility for driving event-based revenue and activity at the university.

Note: Each position hired in Year 1—including Director of University Strategy & Partnerships, Assistant Director of University Sales, and Assistant Director of University Event Strategy must achieve their defined objectives (such as new product development, TAMU-originated prospect generation, and event pipeline growth) before authorization is granted for subsequent hires.

For example, only after the Director of University Strategy & Partnerships successfully establishes measurable product development and internal lead generation benchmarks will the next strategic role be considered.



PRIORITY 1
Leisure Events Contractor Firm

This role would be structured as a contractor or third-party firm with incentive compensation, rather than as a city employee.

Core Function: Analysis from the Event Matrix reveals a critical gap: a lack of local events that warrant significant investment to drive overnight visitation. This role is designed to proactively fill that void. This individual will function as an entrepreneurial event developer and recruiter, tasked with identifying, attracting, and/or creating new, impactful leisure events designed to generate substantial hotel occupancy during identified need periods.

Sample Responsibilities:

- Proactively research and recruit established impactful events by utilizing JLL's Event Matrix and meeting with event planners in other markets to identify relocation or expansion opportunities for College Station. Conduct thorough research to determine what is feasible and has the highest potential for success.
- When an existing event cannot be recruited, conceptualize, design, and produce new anchor events (e.g., a food festival, a niche sports tournament) in close collaboration with local stakeholders.
- Manage the full event lifecycle with the support of Visit College Station for all developed or recruited events, including ideation, feasibility analysis, budgeting, sponsorship sales, vendor management, marketing collaboration, and on-site execution.
- Conduct rigorous feasibility studies prior to committing to an event and perform detailed post-event analysis to measure ROI, room night impact, and overall success against defined goals.

Key Metrics & Measurement:

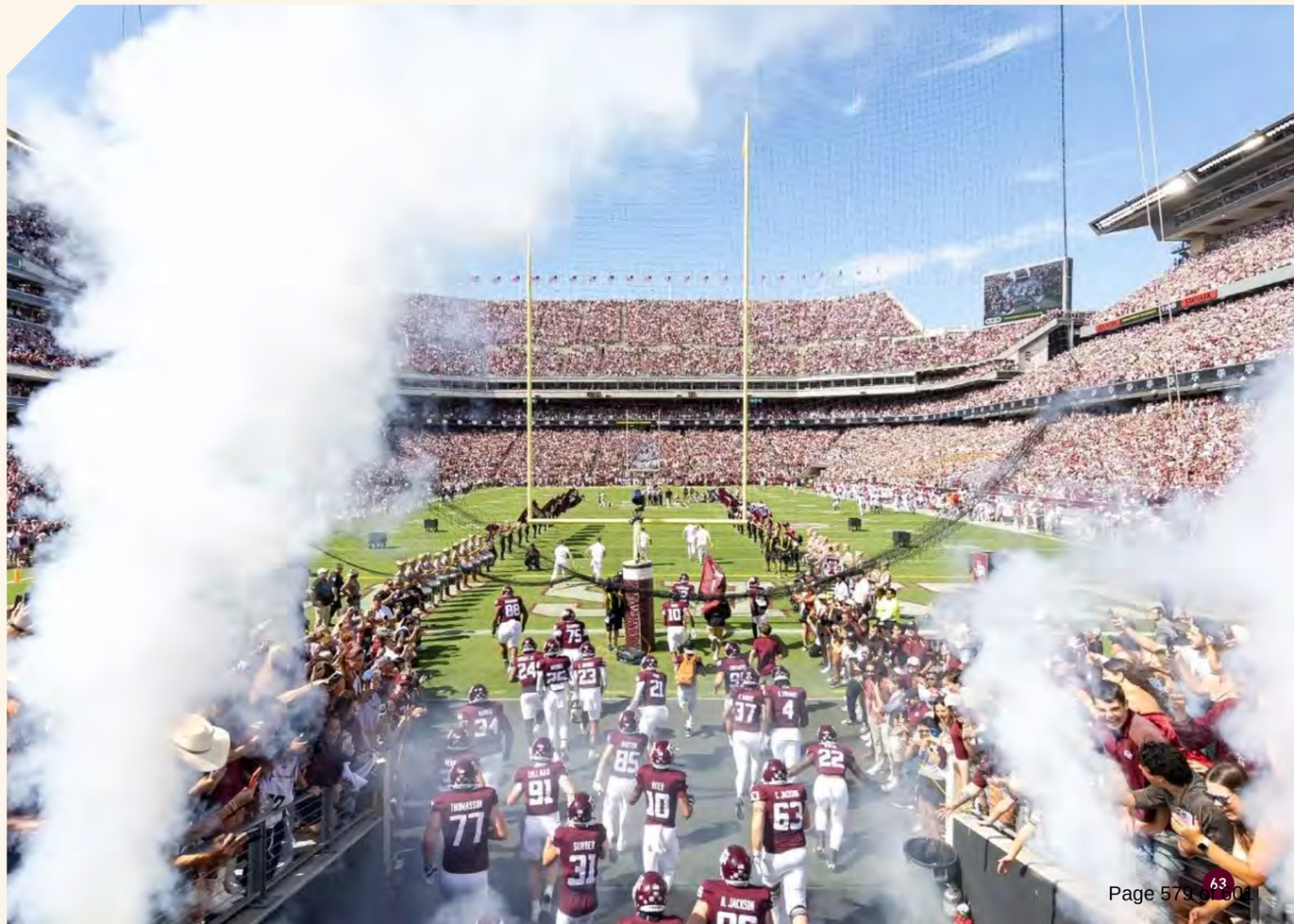
- **Room Nights Generated:** The number of definite room nights produced by new and recruited events during shoulder seasons.
- **Event ROI**: A demonstrable ROI for each event, factoring in all revenue (sponsorship, tickets) and economic impact versus total production cost.
- **Event Pipeline:** Development of a measurable pipeline of recruited and/or conceptualized event opportunities.
- **Attendance & Engagement:** Total attendance figures and media/social media reach for each produced event.

Required Expertise:

- Proven experience as an event producer or promoter with a portfolio demonstrating success in launching, growing, or recruiting large-scale public events.
- Strong entrepreneurial and commercial acumen, with expert-level skills in budgeting, sponsorship sales, negotiation, and logistics.
- A creative and resourceful project manager with the ability to navigate ambiguity and mobilize diverse groups of stakeholders toward a common goal.

Potential Compensation:

Based on JLL's analysis of comparable destinations and positions, the suggested salary range is $70 - $90 per hour as a contract role, plus a performance bonus tied directly to the event's financial success and/or room nights generated.



YEAR 2 HIRES

PRIORITY 2
Marketing Manager- Academia & Leisure Events

Core Function: To serve as the lead strategist and internal "product manager" for all TAMU-related tourism initiatives. This role bridges the gap between the university's deep academic and research assets and the CVB's need for compelling, sellable products.

Sample Responsibilities:

- Develop integrated marketing plans for academic conferences, leveraging association channels, faculty networks, and academic media.
- Plan and execute promotional campaigns for leisure events, collaborating with event producers and local partners.
- Manage digital advertising, email campaigns, social media engagement, and media relations with a focus on measurable outcomes.
- Provide the sales team with effective collateral, lead-nurture content, and post-event communications to support attendee growth and retention.
- Track campaign analytics and adjust strategies based on data to maximize engagement and conversion.

Key Metrics & Measurement:

- **Lead Generation:** Number of qualified attendee and planner leads generated per campaign or event.
- **Engagement:** Digital campaign performance metrics such as CTR, open rates, and social media engagement rates.
- **Attendance Growth:** Year-over-year increase in attendance for academic and leisure events attributed to marketing efforts.
- **ROI:** Marketing-generated direct room nights, ticket sales, or measurable economic impact per event.

Required Expertise:

- 5+ years in marketing, with a focus on events, tourism, or academia.
- Proven success with integrated digital and traditional marketing campaigns.
- Strong content development, analytics, and stakeholder management skills.
- Experience with CRM, event management, and analytic platforms.

- **Potential Salary Estimate:** Based on JLL's analysis of comparable destinations and positions, the suggested salary range is $90,000- $105,000, dependent on experience.

(Priority 3) Business Development Coordinator (New - Year 2)

- **Core Function:** To serve as the dedicated lead generation engine for the sales team, responsible for researching, identifying, and qualifying prospects so that Sales Managers can focus exclusively on selling.

Sample Responsibilities:

- Proactively scrape association websites, academic journals, and conference proceedings to find where TAMU faculty are speaking or hold leadership positions.
- Qualify raw data against a predefined "ideal customer profile" to create a steady stream of high-quality leads for the sales team.
- Manage and enrich the CRM database with accurate contact information and market intelligence.
- Engage with TAMU academic departments to gather intelligence on faculty activities and potential meetings.

Key Metrics & Measurement:

- Lead Volume: Generate a target number of qualified leads per week (e.g., 20-30) for the sales pipeline. Measured by CRM reports.
- Lead Quality: Percentage of leads that are accepted by Sales Managers and converted to active opportunities. Measured by conversion rate tracking in the CRM.

Required Expertise:

- Highly organized, detail-oriented individual with strong research and data mining skills.
- Proficiency with CRM systems and online research tools.
- Knowledge of TAMU's structure and academic landscape is a significant plus.

Potential Salary Estimate:

Based on JLL's analysis of comparable destinations and positions, the suggested salary range is $65,000- $75,000.



PRIORITY 3
University Event Strategy Manager

- Core Function: To serve as the dedicated “One-Stop-Shop” and logistics expert for clients hosting events within TAMU facilities. This role professionalizes event execution and directly solves planner complaints about disjointed service.

Sample Responsibilities:

- Act as the single point of contact for the client after the contract is signed, taking over all logistical coordination from the sales team.
- Expertly navigate TAMU's internal bureaucracy on behalf of the client, coordinating with catering, parking, facilities, A/V, and other departments.
- Manage the execution of the “Event-in-a-Box” service package, ensuring a seamless, turnkey experience.
- Troubleshoot any on-site issues that arise during an event, from registration to teardown.

Key Metrics & Measurement:

- Planner Satisfaction: Achieve an average post-event planner satisfaction score of >9/10. Measured by standardized client surveys.
- Client Retention: A year-over-year increase in the rebooking rate for conferences serviced by this role.
- Operational Efficiency: Reduction in the number of client-reported logistical problems during events.

Required Expertise:

- Certified Meeting Professional (CMP) is highly preferred.
- 5+ years of hands-on experience in complex event management and logistics.
- Exceptional problem-solving skills and a customer-first mentality. Deep knowledge of university systems is a major asset.

Potential Salary Estimate:

Based on JLL’s analysis of comparable destinations and positions, the suggested salary range is $105,000- $120,000, reflecting a senior, specialized operational role that is critical for client retention.

Note: Future year hires, including Leisure Events Contractor Firm, Marketing Manager, Business Development Coordinator, and University Event Strategy Manager—are contingent on Year 1 roles demonstrating success against their KPIs (room night generation, campaign performance, lead pipeline creation, and planner satisfaction). No additional hiring proceeds unless prior roles prove their impact through quantifiable outcomes.

For each position, advancement to the next addition will be approved only if the pre-established performance metrics (e.g., qualified lead generation, event ROI, attendance growth) are fully met.

YEAR 3 HIRES

PRIORITY 3
Destination Experience Manager

Core Function: To manage and enhance the holistic "product" of College Station, focusing on creating unique, high-value experiences that differentiate the destination and support key community goals like faculty recruitment.

Sample Responsibilities:

- Support the execution of the present Tourism Strategic Plan in collaboration with the Executive Director of Tourism.
- Oversee and execute the "Faculty Recruitment Concierge" program, providing white-glove tour services for prospective TAMU faculty and their families.
- Develop an "Aggie Family" benefits program, building a network of local businesses offering exclusive offers to Aggies and their families.
- Collaborate with TAMU and local partners to enrich the visitor experience during major city-wide events like student recruitment weeks and graduation.

Key Metrics & Measurement:

- **Program Engagement:** User metrics for digital itineraries (downloads, time on page) and adoption rate of the benefits program.
- **Stakeholder Satisfaction:** Achieve high satisfaction scores from TAMU HR and other departments on the quality and value of recruitment tours.
- **Partner Network Growth**: Year-over-year increase in the number of local businesses participating in visitor experience programs.

Required Expertise:

- Background in product management, destination marketing, or guest experience design.
- A creative and strategic thinker with strong project management skills.
- Excellent at building relationships and partnerships with community stakeholders.

Potential Salary Estimate:

Based on JLL's analysis of comparable destinations and positions, the suggested salary range is $80,000 - $92,000.





PRIORITY 4
Sales Manager (Academic & Corporate)

Core Function: To serve as the front-line sales force, executing the playbook developed by the Assistant Director of University Sales to dramatically increase the volume of prospecting and lead conversion.

Sample Responsibilities:

- Execute high-volume outreach (calls, emails, social media) to qualified leads provided by the Business Development Coordinator.
- Manage dedicated sales territory or vertical (e.g., engineering conferences, medical meetings) from initial contact to contract.
- Conduct discovery calls, virtual presentations, and site inspections to showcase College Station and TAMU's value proposition.
- Maintain meticulous records of all sales activity and pipeline progression in the CRM.

Key Metrics & Measurement:

- Sales Activity: 50+ solicitations per person, per week. Measured by CRM logs.
- Pipeline Growth: Responsible for building and maintaining a healthy sales pipeline with a target dollar value.
- Room Night Quota: Achieve an annual quota for definite room nights booked.

Required Expertise:

- 3-5 years of B2B or hospitality sales experience with a track record of meeting or exceeding quota.
- High energy, resilience, and a strong drive to hunt for new business.
- Excellent communication and presentation skills; must be coachable and metric-driven.

Potential Salary Estimate:

Based on JLL's analysis of comparable destinations and positions, the suggested salary range is $85,000 - $90,000 with aggressive commission. An on-target earnings (OTE) package should be in the $100,000 - $120,000 range.

Note: Expansion in Year 3—such as the optional Destination Experience Manager and new Sales Managers—will only move forward if the Year 2 hires have achieved their measurable objectives (program engagement, sales outreach activity, and stakeholder satisfaction). Pipeline acceleration roles are on hold pending demonstrated success at each prior step.

At every stage, position activation is strictly tied to prior hires' achievement of outcome targets like room night quotas, new event wins, or marketing-generated leads.

Existing Positions

Considering the strategic organizational restructuring outlined in Visit College Station's new three-year growth plan, updating the key performance indicators (KPIs) and role expectations for existing positions is both timely and essential. As we prepare to introduce specialized roles focused on TAMU partnerships, academic sales, and leisure event development, it is critical that our current team members operate under the same performance-driven philosophy that will guide our future hires. It's important to clarify that this initiative centers on aligning current roles with industry-standard DMO titles and expectations rather than proposing immediate compensation increases for existing staff.

The new organizational structure is built on ten core principles, including specialization of labor, accountability through quantitative metrics, and competitive compensation models that reward results. To ensure seamless integration and maintain operational consistency, existing roles must be realigned to reflect these same standards. This includes adopting aligned sales activity benchmarks, implementing data-centric measurement approaches, and establishing clear accountability frameworks that mirror those being established for new positions.

Updating the current KPIs helps create a unified performance culture that will support the successful onboarding of new team members while immediately enhancing the effectiveness of our existing operations. This alignment ensures that all team members, both current and future, are working toward the same aggressive growth targets and operational excellence standards that will drive Visit College Station's success in an increasingly competitive market.

Executive Director Updated KPIs:

- Annual HOT revenue growth target
- Overall departmental room night production goal (80,000+ annually)
- MOU completion and partnership health scores with TAMU
- Department-wide lead conversion rates and sales activity metrics

Conventions Sales Director Updated KPIs:

- Team room night quota contribution to overall 80,000 goal
- Lead generation and conversion rates for convention segment
- Client retention/rebooking rates for serviced events
- Revenue per event and average event size growth

Convention Sales Manager Enhanced KPIs:

- 50+ weekly solicitations (align with new structure standard)
- Minimum 40-50 qualified leads generated annually
- Definite room night bookings with specific annual targets
- Post-event client satisfaction scores (>8/10)

Sports Sales Director Updated KPIs:

- Sports division contribution to 80,000 room night goal
- New event recruitment targets (2-3 major new events annually)
- Venue utilization improvements for sports facilities
- Partnership agreement performance metrics

Sports Sales Manager Enhanced KPIs:

- 50+ weekly solicitations standard
- Annual lead generation targets (35-40 leads)
- Event retention and growth metrics for existing portfolio
- ROI measurement for recruited vs. developed events

Marketing Director - Strategic Realignment of the Position:

- Continue to lead focused leisure marketing campaigns with dedicated budget resources
- Add responsibilities for targeted event marketing, sales enablement, and lead-nurturing to support organizational growth
- Campaign ROI tied directly to room night generation and event attendance
- Lead generation support metrics for sales team
- Academic and leisure event marketing effectiveness measurements

Marketing Team- Updated KPIs:

- Increase targeted visitor traffic by 10% year-over-year, with focused campaigns in top 5 feeder markets (Houston, Dallas, Austin, San Antonio, Fort Worth) and emphasis on off-peak seasons through precision geo-targeting.
- Grow qualified website traffic by 25%, driven by SEO optimization and targeted content for academic conferences, corporate meetings, and leisure events, achieving 15% lead conversion rate.
- Double social media following across platforms, with audience composition of 40% meeting planners/corporate decision-makers, 35% leisure travelers, and 25% academic conference organizers through targeted content and advertising.
- Achieve 35-45% growth in paid social performance through precision targeting of specific industries (energy, healthcare, agriculture, technology) and association executives within 300-mile radius, moving away from broad demographic advertising.
- Secure three strategic partnerships that provide direct access to target audiences, including academic associations, corporate travel agencies, or industry publications that support lead generation and event recruitment.
- Generate 150+ marketing-qualified leads annually for the sales team, specifically targeting academic institutions, corporate meeting planners, and leisure event prospects through integrated digital campaigns and sales enablement content.

Visitor Engagement Director - Enhanced Focus:

Visitor satisfaction scores and repeat visitation rates:

- Implement post-visit surveys (email, QR codes at venues, online feedback forms) with standardized questions using a 1-5 or 1-10 scale. Calculate average scores across key satisfaction dimensions (overall experience, amenities, hospitality, value).
    - **Industry standard:** Net Promoter Score (NPS) asking "How likely are you to recommend College Station to others?"
- Track repeat visitations through hotel loyalty program data partnerships, event registration databases comparing attendee lists year-over-year, and survey questions asking, "Is this your first visit to College Station?" Calculate percentage of visitors who have visited previously within a defined timeframe (e.g., past 2-3 years).

Community event attendance and economic impact metrics

- Track actual attendance through ticket/registration data for ticketed events, venue capacity utilization reports, clicker counts or manual counts at entry points for free events, and vendor/organizer reporting requirements.
- Calculate using industry-standard methodologies such as direct spending (attendee expenditures on lodging, F&B, retail, transportation collected via attendee surveys with average spending per person x attendance), indirect spending (business-to-business transactions generated by event operations), and induced spending (re-spending of earned income by event-related employees).

Local partnership development and engagement rates

- Track number of active partnerships with local businesses, venues, and community organizations. Measure new partnerships established per quarter/year.
- Quantify partnership activity through number of collaborative events/programs executed, partner participation in VCS initiatives (co-op marketing, referral programs), partner attendance at stakeholder meetings/workshops, utilization of VCS resources by partners (marketing materials, leads shared), and revenue generated through partnership channels.

Faculty recruitment program success metrics (if applicable)

Key Philosophy Changes Across All Roles:

1. **Commission/Incentive Integration:** All sales roles should incorporate performance-based compensation tied to new business acquisition, and including commission is a recommended practice.
2. **CRM Activity Standards:** Universal adoption of weekly solicitation standards for sales positions
3. **Data-Driven Metrics:** Replace anecdotal success measures with quantifiable KPIs tied to room nights, revenue, and client satisfaction



Implementation & Resourcing Timeline (3-Year Plan)

This timeline outlines the proposed priorities and sequencing for constructing a specialized, performance-driven organization.

Implementation Note: Every proposed hire is contingent upon the demonstrated success of the previous step. Each phase and new hire must achieve their defined objectives and measurable outcomes before proceeding with subsequent personnel additions. Progress will be reported to the Tourism Committee on a quarterly basis to ensure transparency and accountability. This phased approach ensures sustainable growth, validates organizational capabilities at each stage, and minimizes risk while building a high-performance team structure.

Year 1: Foundation & Acceleration

Primary Hires & Actions:

- Hire Director of University Strategy & Partnerships (Priority 1): This senior city position leads TAMU partnership strategy, mapping assets, cultivating high-level university relationships, developing sellable products, generating TAMU-originated prospects, and driving overall institutional alignment.
- **Hire Assistant Director of University Sales (Academic & Corporate) (Priority 1):** Could be a third-party or contractor role with incentive pay, not a city employee. This position acts as the primary sales engine for TAMU-related conferences, directly prospecting, building the sales program, and converting high-value leads.
- **Hire Assistant Director of University Event Strategy (Priority 2):** Dedicated to TAMU events business development, such as recruiting, developing, and filling campus venues with new, high-profile events while managing access agreements.
- **Engage Leisure Events Contractor Firm (Priority 1):** Launch an entrepreneurial event development program to identify, recruit, or build new hotel-generating “anchor” events in low-demand periods.

Key Strategic Goal:

Establish an aggressive, outbound sales force, a robust prospecting/lead pipeline, and formalize the TAMU relationship with a signed MOU, laying the groundwork for sustainable event-driven growth.

Year 2: Scale, Program & Create

Primary Hires & Actions:

- **Hire Marketing Manager – Academia & Leisure Events (Priority 2):** Develops targeted marketing campaigns supporting both TAMU-related academic events and newly developed leisure events, ensuring integrated messaging supports sales and event recruitment efforts.
- **Hire Business Development Coordinator (Priority 3):** Builds out the dedicated lead research and qualification team, increasing the quality and quantity of sales-ready opportunities for the sales team.
- **Hire University Event Strategy Manager (Priority 3):** Provides expert fulfillment and logistical support, consolidating client servicing for all on-campus events, and raising planner satisfaction through seamless execution.

Key Strategic Goal:

Scale the success of year one by professionalizing marketing efforts, increasing lead generation capacity, and enhancing TAMU event delivery quality while continuing to develop the leisure events portfolio.

Year 3: Enhance the Destination Product

Primary Hires & Actions:

- **Hire Sales Manager (Academic & Corporate) (Priority 4):** Expand the team to accelerate outreach, territory coverage, and lead conversion, executing the proven sales playbook developed in Years 1-2.
- **Hire Destination Experience Manager (Optional, Priority 3):** Enhance the total visitor and recruitment journey by building out value-added amenities, rewards programs, and university recruitment support, in partnership with HR and local businesses.

Key Strategic Goal:

Advance beyond booking/events and into holistic placemaking, supporting recruitment, retention, and brand differentiation while accelerating sales pipeline through additional sales capacity.

Financial Implications & Funding Strategy

Year 1

Seed Capital

Grant Reallocation: Cease or reduce cash grants to low-impact local events and repurpose those funds directly into salaries for the initial three strategic hires.

Marketing Budget Repurposing: Shift funds from general, low-ROI advertising to the salary budget. The ROI on a dedicated sales team is significantly higher and more measurable.

Year 2+

Growth Capital

HOT Revenue Growth: The increased Hotel Occupancy Tax revenue from Year 1 bookings is the primary funding source for the Year 2 expansion. This creates a self-sustaining model where success directly funds future growth.

Year 3+

Partnership Revenue

MOU Revenue Share: The agreement negotiated by the Assistant Director of University Event Strategy must include a revenue-sharing component (e.g., a “booking fee” or rebate from university venues). This creates a sustainable, performance-based funding stream to cover the ongoing costs of service and experience staff.

Competitive Compensation Model

A critical financial component is the implementation of an aggressive, commission-based compensation structure for the entire sales team (Assistant Directors, Sales Managers).

Base salaries must be benchmarked against corporate sales roles, not just municipal government, to attract top talent. The commission structure will be tied directly to definite room night revenue from newly secured business, heavily incentivizing prospecting, and growth.



Economic Impact Analysis of Lost Events (2022-2024)

The Lost Booking Report received from Visit College Station reveals significant missed opportunities in the academic and educational conference market, representing $4,359,740 in lost economic impact across 26 distinct academic and educational events over the 2022-2024 period. This indicates a compelling case for adding dedicated academic conference sales and marketing staff to capture this high-potential segment.

Current Market Performance

- **Total Events Lost:** 132 events across all sectors, with $27.6 million in lost economic impact
- **Academic/Educational Segment:** 26 lost events, representing just over $4 million in missed revenue
- **Average Academic Event Value:** $167,682
- **Market Penetration Gap:** Academic events account for ~15% of all lost business, yet TAMU brand creates strong alignment and win potential

Loss Pattern Analysis

- **Primary Loss Reason:** The majority of academic event losses (estimated 59%) stemmed from "Board/Committee/Member Vote" decisions, meaning they were lost to competitors.
- **Facility Constraints:** Only about 18% of academic losses were due to space or date availability, translating to the majority of these events being fundamentally competitive "win-back" opportunities.
- **High-Value, Repeat Business:** Academic conferences ranged in impact from $10,000 to $1.2 million per occurrence, with multiple associations hosting annual or rotating conferences.

Revenue Recovery Opportunity

- **Conservative Scenario (15% conversion):** Converting 4 events per year generates approximately 1,200-1,500 hotel room nights. At College Station's 7% HOT rate on average conference room rates ($180-$220/night), this produces $15,120-$23,100 in direct HOT revenue annually. Additionally, attendee spending generates estimated $94,000-$125,000 in local sales tax collections (assuming 1.5% city share of 8.25% total rate applied to restaurant, retail, and ground transportation spending). Combined direct tax recovery: $109,120-$148,100 annually, covering 68-93% of position cost through tax revenue alone.
- **Moderate Scenario (25% conversion):** Securing 7 events per year produces $29,760 -$36,380 in HOT revenue plus $164,000-$219,000 in sales tax collections, totaling $193,760-$255,380 in direct tax recovery—fully funding the position with 19-62% surplus.
- **Aggressive Scenario (35% conversion):** Bringing in 9 events annually generates $38,270 - $46,780- in HOT revenue and $211,000-$282,000 in sales tax, producing $249,270-$328,780 in combined direct tax recovery—a 153-209% ROI on position cost.
- **Break-Even Point:** The position achieves full cost recovery through direct tax revenue by securing 5-6 executed academic conferences annually (approximately 1,500-1,800 room nights), assuming moderate attendee spending patterns.

Strategic Advantages

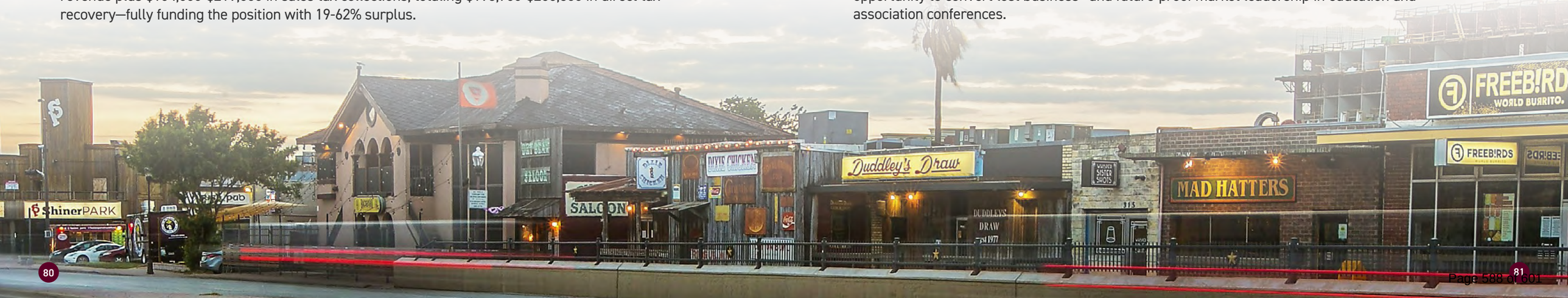
- **TAMU Brand:** Naturally appeals to educational associations and academic societies, increasing competitive win rates.
- **Underserved Market:** The lack of a specialist academic role indicates Visit College Station is not fully engaging this high-opportunity segment.
- **Relationship-Based Sales:** Academic decision cycles prioritize trust and long-term relationships, which dedicated outreach directly supports.
- **Geographical Advantage:** Central Texas is convenient for state, regional, and many national academic organizations.

Risk Assessment

- **Extremely Low Downside Risk:** Only a small percentage of increase in win-rate would cover staffing costs.
- **Market Validation:** $4 million in recent lost academic conference business is clear, directly measured demand.
- **Competitive Market:** Targeted hiring is required to shift these winnable events away from competitors toward TAMU venues.

Implementation Recommendation

The evidence demonstrates that a single hire focused on academic/education conferences would, with even a conservative 15% capture rate, fully pay for their own position—and with moderate success, would justify building a dedicated team. The cumulative, recurring nature of academic business compounds the upside for each additional staff resource. For Visit College Station, this is a strategic, low-risk, and high-return opportunity to convert lost business—and future-proof market leadership in education and association conferences.





Conclusion

A Vision for Integrated Success

College Station's future as a destination is not predetermined—it will be shaped by the choices made today. This Strategic Plan presents a clear, evidence-based pathway from "Dawning Developer" to competitive university destination capable of capturing high-value academic conferences, creating signature leisure events, and delivering world-class visitor experiences that extend economic impact far beyond the football stadium. The research is conclusive: the market opportunity is substantial, the competitive gaps are identifiable, and the solutions are actionable. What remains is commitment—to strategic investment, formalized partnership, specialized expertise, and disciplined execution.

The six strategic pillars outlined in this plan are interconnected components of a unified transformation strategy. Academic conference sales cannot succeed without the operational partnership and venue coordination mechanisms that formalize the city-university relationship. Enhanced student and family experiences support faculty recruitment goals, while both benefit from joint marketing strategies that position College Station as a cohesive destination rather than a collection of disconnected assets. Leisure events development fills critical need periods, creating balanced demand that maximizes year-round hotel occupancy and provides the foundation for sustainable tourism employment. Success requires all pillars working in concert, supported by an organizational structure built on specialization, accountability, and performance-based compensation.

The ultimate success factor is partnership. Texas A&M University is not merely an amenity within College Station's tourism portfolio, it is the primary demand driver, brand differentiator, and competitive advantage. The partnership with TAMU must evolve from passive cooperation to active collaboration, codified through a Memorandum of Understanding that addresses governance, revenue sharing, calendar coordination, and joint pursuit of strategic opportunities. University leadership must also recognize that tourism supports institutional goals: attracting world-class faculty, hosting prestigious conferences that elevate academic reputation, and generating community vitality that enhances recruitment. Equally, city leadership must commit to sustained investment in specialized capacity rather than reverting to generalist approaches when budget pressures arise.

The path forward demands courage to invest in expertise before returns are fully visible, courage to hold positions accountable to quantitative performance metrics, courage to reallocate resources from familiar programs to evidence-based strategies, and courage to formalize partnerships that require institutional vulnerability and shared accountability. The Dawning Developer classification is not permanent—it is a transitional stage that destinations overcome through strategic intent and disciplined execution. College Station possesses every ingredient required for this transformation. What has been missing is not potential, but rather the organizational architecture to convert potential into performance. This Strategic Plan provides that architecture, and the community will build upon it.

Visit COLLEGE STATION

APPENDIX

We would like to extend our heartfelt appreciation to the entire Visit College Station, the dedicated members of the Tourism Committee, as well as the stakeholders and partners across the community who actively participated in the Destination Strategic Plan for College Station. Without their unwavering support and commitment, this plan would not have been possible.
Thank you all for your contributions.

FIRST AND LAST NAME	COMPANY
Hunter Goodwin	Oldham Goodwin
Greg Stafford	Texas A&M Hotel and Conference Center
Rhianon Whitney	Courtyard by Marriott Bryan College Station
Costa Dallis	Eccell Enterprises
Paul Loy	Post Oak Mall
Scott Logan	Grand Station Entertainment
Cortney Phillips	Dixie Chicken
Connor Clark	Texas A&M University Arch H. Aplin III '80 Department of Hospitality, Hotel Management, and Tourism
Kevin Davis	Easterwood Airport
Bill Peel Jr.	Texas A&M University Mays School of Business
Tina Duncan	Twinz Co. Marketing
Jim Ross	Audience Media Group
Brandy Tuck	Texas A&M University Community Engagement Division
Erin Jones	Texas A&M University Athletics Department

Global Destinations' Readiness for Sustainable Tourism

- Tourism Readiness Index is the product of a partnership between JLL and the World Travel & Tourism Council (WTTC) to assess global cities' tourism readiness.
- While readiness will depend on the ambitions and goals of every city, WTTC & JLL define tourism readiness as a strategic and all-inclusive approach that proactively addresses and implements factors and policies relating to scale, concentration, leisure and business offerings, environmental and urban readiness, safety & security as well as the prioritization of tourism.
- Indeed, no two destinations are better or the same and, as such, the challenges they will face, and the opportunities to unlock their tourism potential, will differ.
- However, commonalities can be identified to provide a framework through which cities can assess their context and plan for the future.

Tourism Readiness Index

- Comprehensive analysis addresses what makes a destination ready for sustainable Travel & Tourism.
- Assess current positioning and ability to manage growth
- Indicators | 70 data points across all facets of the tourism economy
- Outcomes | seven (7) categories and five (5) destination typologies

Globally recognized tool validated by over 100 domestic and international destinations + World Travel & Tourism Council

70

Data points



Comprehensive Analysis for Destination Positioning

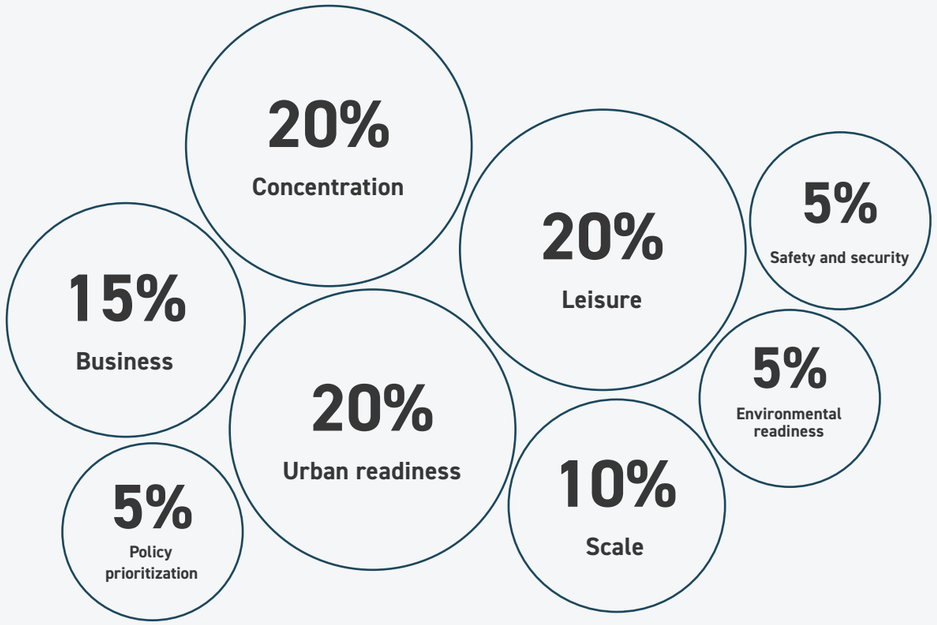
Tourism Readiness Index Categories

1. Scale
2. Leisure
3. Environmental readiness
4. Safety and security
5. Concentration
6. Business
7. Urban readiness

Levels of readiness | Destination typologies

Dawning Developers	Emerging Performers	Balanced Dynamics	Mature Performers	Managing Momentum
Limited tourism infrastructure	Growing momentum	Established infrastructure	Strong leisure and/or business travel dynamics	Historically high growth momentum
Gradual tourism growth	Rising infrastructure	Growth in business and leisure paces with scale	Established tourism infrastructure	Aging or strained tourism infrastructure
Opportunities ahead with planning	Opportunities for strategic development	Equalized scale and concentration	Proactively manage pressures & capacity building	Feeling the pressures of scale & concentration
	Smaller scale –may experience pressures			

Weights by Category

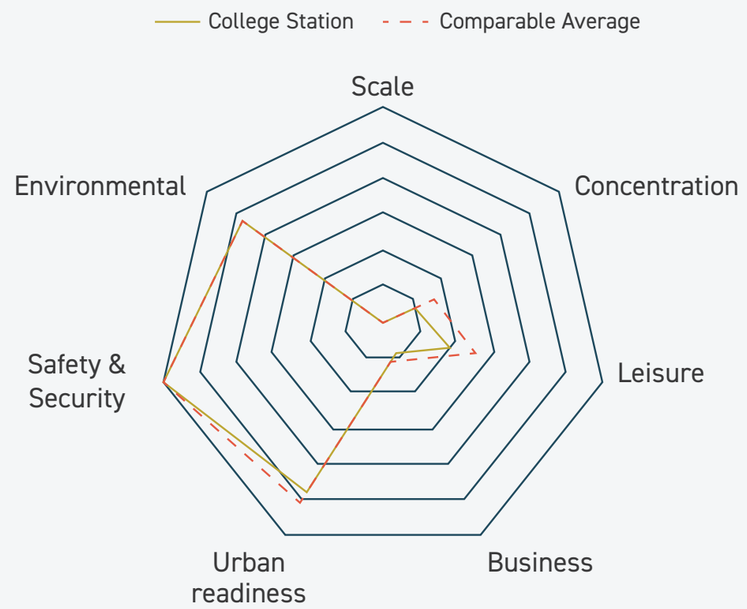


Tourism Readiness Index

The Tourism Readiness Index analyzed data for each destination in the following categories:

- **Scale:** Measures the size and capacity of the destination's tourism infrastructure, reflecting its ability to accommodate visitors.
- **Concentration:** Evaluates the destination's appeal as a leisure hub, where visitor activity clusters around signature attractions and distinctive districts.
- **Leisure:** Assesses visitor spending patterns, destination attractiveness, and the quality of cultural heritage sites, natural landmarks, and retail offerings.
- **Business:** Examines the maturity and contribution of the business travel segment to overall destination activity.
- **Urban Readiness:** Captures infrastructure investments that enhance internal mobility, making the destination more accessible and attractive to business, talent, and tourists.
- **Safety and Security:** Reflects the destination's commitment to visitor and resident safety through comprehensive policies and operational practices.
- **Environmental Readiness:** Measures sustainability prioritization through strategic frameworks, policy implementation, and destination positioning on environmental stewardship.

Outcomes by Pillar



SCALE	CONCENTRATION	LEISURE	BUSINESS
Total Overnight Hotel Stays	Ratio Of Overnight Hotel Stays To Population	Drive Market Access	Number Of Businesses
Share Of Tourism As % Of GDP	Ratio Of Attractions To Overnight Visitors	Share Of 3+ Visitor Attractions Reviews	Share Of Business Class Seats
Total Air Passengers	Seasonality Of Airline Passengers (Lowest Month Share)	Average Daily Rate - Hotels	GDP Per Capita
% Of International Air Passengers	Overnight Hotel Stays Per Square Mile	Retail Inventory (Tourism Related Retail Only)	Tourism & Hospitality Employees As % Of Total Employees
Airline Seat Capacity	Lowest Month Hotel Occupancy	Seasonality Of Airline Passengers	Employee To Residential Population Ratio
Number Of Destinations Served By Airport	Home Rental Listings As % Of Hotel Rooms	Volume Of Visitor Attractions	Total Hotel Meeting Space
Volume Of Visitor Attractions	Home Rental Occupancy	Share Of Luxury Hotel Rooms	Largest Event/Meeting Venue
Largest Event/Meeting Venue	Overnight Hotel Stays / Hotel Rooms	Number Of Trails	% Of Women In The Workforce
Number Of Sports Arenas	Share Of 3+ Star Visitor Attractions Reviews	Full-service Restaurant Inventory	
Number Of Annual Mega Events	Hotel Occupancy		
Total Hotel Meeting Space	-	-	-
Number Of Hotel Rooms	-	-	-
Number Of Shared Home Rental Listings	-	-	-

URBAN READINESS	SAFETY & SECURITY	ENVIRONMENTAL READINESS
Housing Affordability	COVID-19 Vaccination Data (% Of Population With 1+ Dose)	Renewables Being Used
Availability Of Workforce (Unemployment Rate)	Overall Safety	Number Of Sustainable Hotels
Average Annual Spend On Healthcare	LGBTQ+ Wellbeing	Temperature Fluctuation
Annual Job Growth (2018-2022)	Personal Security Index	Air Quality Index
Traffic Congestion	Average Annual Spend On Healthcare	Water Availability And Quality
Accessibility Readiness	Family Friendly	Risk Level Of A Natural Disaster
Population Growth Rate (2022-2027)	Women's Well-being	Greenhouse Gas Production
-	Economic Stability	-

Demand Driver Scorecard

Process - Multi-step assessment of destination assets

Utilize visitor traffic and flow data to assess current demand

Place individual assets on scale based on eight criteria to score

Rate anything that is a 6-7 or greater as the destination Attractors

Utilize the outcome to identify future competitive positioning

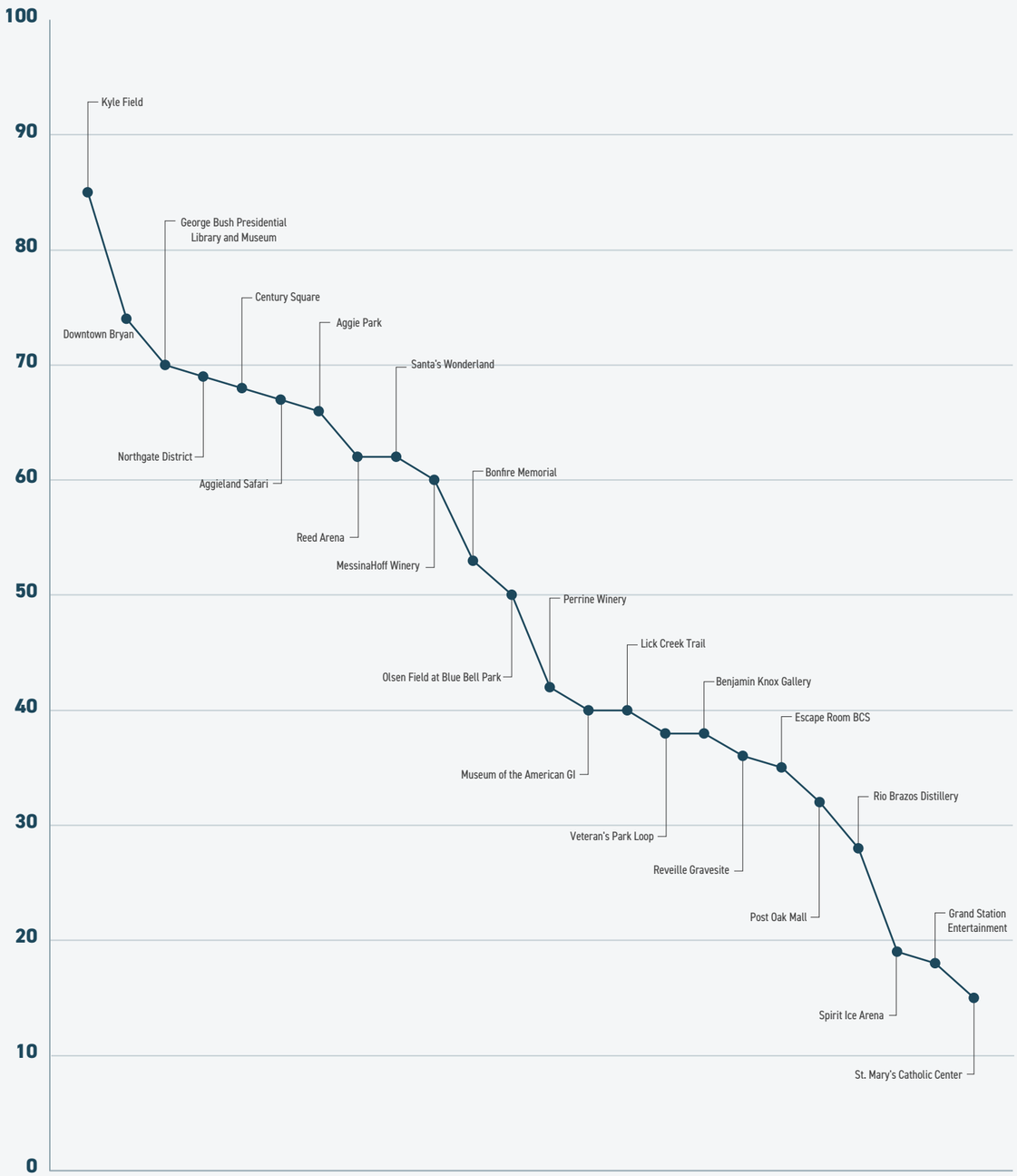
Recommend new investment or enhancement to grow assets on the scale

Score Card Elements

Item	Definition	Max Point Value
One of a Kind	Captivating content or collections that drives interest and appeal. Proximity of alternative similar offerings can be a factor in overall uniqueness	**25**
Iconic Scale	Dramatic visual prompting a curiosity powerful enough to inspire a visit (Instagram worthy- trying to capture a moment)	**20**
Engaging Visitor Experience	Interaction between the guest and the attraction	**15**
Current Visitor Demand	Level of visitor traffic, reviews, etc. to the asset currently	**15**
Event Opportunities	Programming temporal, catalytic events	**10**
Venue Capabilities	Easily transformed and adapted to host various functions	**5**
Identified Target Audience(s)	Multiple target audience and visitor types can be targeted based on overall connectivity	**5**
Future Unique Development	Upcoming additions or plan initiatives that elevate potential	**5**



College Station Demand Driver Scorecard





Event Matrix

Purpose – Utilize criteria that cause events to drive return to understand the current landscape of events generating the desired outcome AND position the tourism industry to support up and coming events to be successful.



Identify key events serviced by destination events



Rate events on matrix using 11 criteria



Identify those events that can grow in specific areas through matrix outcomes



Work with organizers on tactics for implementation

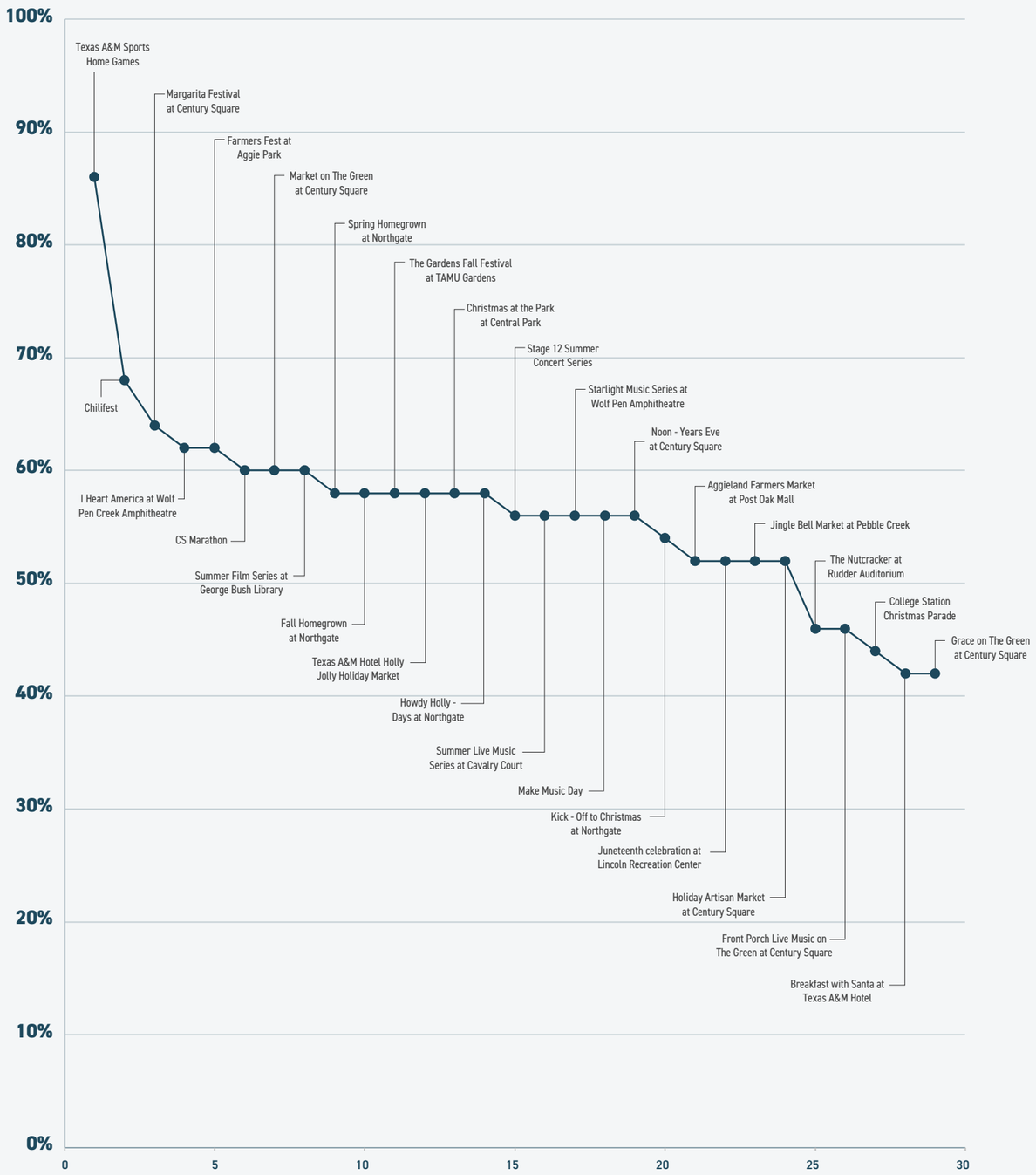
Program components

- Tourism Promotion – Destination Impact
- Benefit to the Destination Brand
- Innovation - uniqueness
- Evidence of Partnerships
- Organizational Structure & Management Capability
- Economic Impact (Direct Spending)
- Suitable Target Market (s)
- Comprehensive Marketing Plan/Approach
- Overnight Stays (Room nights)
- Scale of Project – future potential
- Time of Year – Need Periods

Program components

	Fail	Poor	Average	Above Average	Excellent	Total Points Awarded
Point Allocation Maximum = 5 points per component	**1**	**2**	**3**	**4**	**5**	**55 MAX**
Program Components						5
1. Tourism Promotion – Destination Impact						5
2. Benefit to the Destination Brand						5
3. Innovation - uniqueness						5
4. Evidence of Partnerships						5
5. Organizational Structure & Management Capability						5
6. Economic Impact (Direct Spending)						5
7. Suitable Target Market (s)						5
8. Comprehensive Marketing Plan/Approach						5
9. Overnight Stays (Room nights)						5
10. Scale of Project – future potential						5
11. Time of Year – Need Periods						5
Total Maximum possible points = 55						**55**

College Station Event Matrix





Illustrative List: Lost Academic/Education Events

1. Philosophical Society of Texas Annual Meeting 2023
Economic Impact: $145,532 Hotel Tax: $6,032 Sales Tax: $911

2. Texas Association for the Gifted and Talented – TAGT Leadership Conference 2023
Economic Impact: $101,465 Hotel Tax: $3,924 Sales Tax: $652

3. Texas Association for the Gifted and Talented – Gifted Plus Equity Conference 2023
Economic Impact: $93,621 Hotel Tax: $3,576 Sales Tax: $586

4. Texas Association of Student Councils – Directors & Consultants Meeting 2022
Economic Impact: $5,934 Hotel Tax: $244 Sales Tax: $47

5. Texas Council for the Social Studies Annual Conference 2023
Economic Impact:$436,251 Hotel Tax: $15,428 Sales Tax: $3,340

6. Texas High School Athletic Directors Association Spring Sponsor Showcase 2022
Economic Impact: $63,758 Hotel Tax: $2,641 Sales Tax: $443

7. Institute for Defense & Business – Continuous Improvement & Innovation for Executives Seminar 2023
Economic Impact: $64,244 Hotel Tax: $1,635 Sales Tax: $503

8. Lonestar Education and Research Network – LEARN BOD June 2024
Economic Impact: $33,001 Hotel Tax: $984 Sales Tax: $225

9. Region 16 Education Service Center – Parent & Family Engagement Statewide Conference 2024
Economic Impact: $348,172 Hotel Tax: $6,321 Sales Tax: $2,474

10. Texas Counseling Association – Meetings and Summer Leadership Training Institute 2024
Economic Impact: $118,241 Hotel Tax: $3,078 Sales Tax: $681

11. TAMU College of Agriculture & Life Sciences – Extreme Biochemistry Workshop 2023
Economic Impact: $15,504 Hotel Tax: $531 Sales Tax: $104

12. TAMU Engineering Experiment Station – University Consortium for Applied Hypersonics 2024
Economic Impact: $68,382 Hotel Tax: $1,048 Sales Tax: $590

13. TAMU Mays Business School – Professional MBA Program 2023
Economic Impact: $10,903 Hotel Tax: $335 Sales Tax: $88

14. TAMU College of Engineering – September Campus Engagement 2024
Economic Impact: $251,385 Hotel Tax: $8,706 Sales Tax: $1,382
Medical/Lab/Scientific Academic Conferences

15. American Association for Laboratory Animal Science – Texas Branch Annual Meeting 2022
Economic Impact: $100,045 Hotel Tax: $4,021 Sales Tax: $606

16. American Association for Laboratory Animal Science – Texas Branch Annual Meeting 2023
Economic Impact: $129,362 Hotel Tax: $5,362 Sales Tax: $810

17. Texas Branch of American Association for Laboratory Animal Science – TBAALAS Annual Meeting 2024
Economic Impact: $174,372 Hotel Tax: $5,075 Sales Tax: $1,680

18. NAEMSP National Association of EMS Physicians 2023
Economic Impact: $100,199 Hotel Tax: $4,142 Sales Tax: $610

19. NAEMSP National Association of EMS Physicians 2024
Economic Impact: $98,831 Hotel Tax: $4,286 Sales Tax: $612

20. EMS Educator Summit 2023 (Sladek Conference Services)
Economic Impact: $109,497 Hotel Tax: $4,373 Sales Tax: $706

21. Texas Ambulatory Surgery Center Society – Annual Conference 2024
Economic Impact: $92,248 Hotel Tax: $2,207 Sales Tax: $620

22. Texas Hearing Aid Association Annual Meeting 2023
Economic Impact: $142,053 Hotel Tax: $5,683 Sales Tax: $873

23. Texas Hearing Aid Association Annual Conference 2024
Economic Impact: $110,051 Hotel Tax: $5,179 Sales Tax: $620

24. Texas Society of Medical Assistants – 65th Annual Education Conference 2022
Economic Impact: $26,718 Hotel Tax: $1,072 Sales Tax: $169
Major Academic Associations/Arts/Education

25. Society for Historians of American Foreign Relations – SHAFR Annual Meeting 2022
Economic Impact: $320,900 Hotel Tax: $19,625 Sales Tax: $1,288

26. National Association of Teachers of Singing – NATS 2024
Economic Impact: $1,199,071 Hotel Tax: $38,409 Sales Tax: $8,838


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June 11, 2026
Item No. 9.1.
Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of June 12th thru June 25th:

June 12 - Design Review Board Meeting
June 13 - Starlight Music Series "Ram Herrera with guest Sunny Sauceda"
June 16 - Council Budget and Finance Committee Meeting
June 16 - City Council 101
June 17 - BVSWMA Board Meeting
June 17 - Exploring History Luncheon “A Walk-Through History: A Juneteenth Story”
June 18 - Juneteenth Freedom Walk and Unity
June 18 - CSPD Pinning Ceremony
June 18 - Juneteenth Party at the Pavilion
June 18 - Business After Hours
June 18 - Planning & Zoning Commission Meeting
June 19 - Juneteenth | City Offices Closed
June 22-24 - Bleiker Engagement Training
June 22 - Audit Committee Meeting
June 23 - Seminar Supper
June 24 - Tourism Committee Meeting
June 24 - Housing Plan Advisory Committee Meeting
June 25 - City Council Meeting Day

Budget & Financial Summary: None.

Attachments:
None

June 11, 2026
Item No. 10.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None