# 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#**

| August 13, 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. Johnson v. City of College Station, Case No. 25-002229-CV-472 in the 472nd District Court, Brazos County, Texas.

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

2.3. **Personnel {Gov't Code Section 551.074};**
Possible action. The City Council may deliberate the appointment, employment, evaluation,

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

a. Council Self-Evaluation

2.4. **Competitive Matters {Gov't Code Section 551.086);**

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

a. Power Supply

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

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

a. Economic development agreement 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.

d. Funding agreement with Greater Brazos Partnership for services related to Plug and Play.

**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:
- July 13, 2026 Special Meeting
- July 14, 2026 Special Meeting
- July 23, 2026 Council Meeting

Sponsors: Tanya Smith

Attachments:
1. SPM071326 DRAFT Minutes
2. SPM071426 DRAFT Minutes
3. CCM072326 DRAFT Minutes

6.2. Presentation, discussion, and possible action on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election that will be held on Tuesday, November 3, 2026. *(Presentación, discusión, y possible acción un acuerdo interlocal de gobierno con el Condado de Brazos para llevar a cabo y administrar las Elecciones Generales y Especiales de la Ciudad de College Station que se celebrarán el martes 3 de noviembre de 2026.)*

Sponsors: Ian Whittenton, Tanya Smith

Attachments:
1. 26300698 -- ILA 2026 Election English and Spanish

6.3. Presentation, discussion, and possible action on an ordinance authorizing a General and Special Election to be held on November 3, 2026, for the purpose of electing a Mayor, City Councilmember Place 1, City Councilmember Place 2, and to fill a vacancy for the two year remainder of the unexpired term of office of Councilmember Place 5, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. *(Presentación, discusión, y posible acción sobre una ordenanza que autoriza una Elección General y Especial para realizarse el 3 de noviembre de 2026, con el propósito de elegir a un Alcalde y a un Miembre del Consejo, Puesto número 1 , Miembre del Consejo, Puesto número 2, y para llenar una vacante para los dos años resto del mandato no vencido del Miembre del Consejo, Puesto número 5, por medio de los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones y tomando medidas para llevar a cabo las elecciones.)*

Sponsors: Tanya Smith

Attachments:
1. ORD Ordering General & Special Election 2026-English -- Final
2. ORD Ordering General Special Election 2026-Spanish -- Final

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

Sponsors: Carol Cotter

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

6.5. Presentation, discussion, and possible action on a change order amending the Lincoln Center Area Improvements construction contract with BH Harris Construction, LLC by increasing the contract contingency to $61,912 and adding to the scope of work the revised sanitary sewer layout, shade shelter foundation and landscaping in the amount of $58,100.16.

Sponsors: Jon Hall, Jennifer Cain

Attachments:
1. Change Order 2
2. Lincoln Center Area Improvements CO
3. Lincoln Center Area Improvements Map

6.6. Presentation, discussion, and possible action on authorizing a purchase from Architarium for columbarium units and spare fronts in the amount of $162,910.

Sponsors: Jon Hall, Jennifer Cain

Attachments:
1. Columbarium Aggie Field of Honor Proposal
2. Columbarium Sole Source Justification Form Approved
3. Columbarium Sole Source Memo
4. Columbarium Location Map

6.7. Presentation, discussion, and possible action on authorizing a purchase from DC Export LLC for custom benches for the Patricia Street Promenade in the amount of $221,182.

Sponsors: Melissa Thomas, Jennifer Cain

Attachments:
1. NG Promenade: Bid Tab #26-080 Benches
2. Northgate Patricia Street Promenade Improvements Location Map

6.8. Presentation, discussion, and possible action on a construction contract with Yellowstone Landscape for the Patricia Street Promenade maintenance improvements in the amount of $397,940.81 plus the City's contingency in the amount of $39,794.08 for a total appropriation of $437,734.89. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Melissa Thomas, Jennifer Cain

Attachments:
1. Northgate Patricia Street Promenade Improvements Location Map
2. NG Promenade Yellowstone Landscape Contract

6.9. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Texas Disposal Systems, Inc. for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

Attachments:
1. 26300695--BMW (CC 08.13.26 & 08.27.26)

6.10. Presentation, discussion, and possible action on an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1014, "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on designated portions of Welsh Avenue and Moss Street and adding parking on a portion of Gilchrist Avenue.

Sponsors: Emily Fisher

Attachments:
1. Ordinance - Parking Removal & Additions_Welsh_Moss_Gilchrist v2
2. Exhibit - Welsh Moss and Gilchrist (COMBINED)

6.11. Presentation, discussion, and possible action on an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1008, "Traffic Schedule VIII, No Right Turn and No Left Turn Signs," and Section 38-1014, "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, to remove the no left turn restriction on Edelweiss Avenue at the Rock Prairie Elementary School driveway, to adjust the afternoon posted time on the no left turn restriction on Welsh Avenue at the Rock Prairie Elementary School driveway, and to amend the parking, standing, and stopping restrictions on Edelweiss Avenue between Welsh Avenue and Caterina Lane.

Sponsors: Emily Fisher

Attachments:
1. Ordinance - Edelweiss_NLT_Parking_Removal_v2

2. Exhibit - Edelweiss Driveway NLT and NPSS_v2

6.12. Presentation, discussion, and possible action on an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1005 "Traffic Schedule V, School Zones" of the Code of Ordinances of the City of College Station, Texas, by amending the operational time of multiple locations; and by combining the Cypress Grove Intermediate School and Creek View Elementary School Zones into a single school zone.

Sponsors: Emily Fisher

Attachments: 1. Ordinance - School Zone Traffic Schedule V (2026) v2

6.13. Presentation, discussion, and possible action on the award of an three-year contract for Electric Right-of-Way Tree Trimming Services to Pannell Contracting, LLC, dba Pannell Co. for an amount not to exceed $3,661,308.29.

Sponsors: Glenn Gavit

Attachments: 1. 26300671--LKP (CC 08.13.26)
2. 26-074 Intent To Award Summary Tabulation

6.14. Presentation, discussion, and possible action on a three-year agreement with Trimble Inc. for Trimble Unity software licenses in the amount of $623,452.74.

Sponsors: Sam Rivera

Attachments: 1. Contract
2. Trimble Order Form (Signed by Trimble)

6.15. Presentation, discussion, and possible action on a contract award to MBCM Management, Inc. for the removal and replacement of the existing primary access gate to the College Station Utilities Electric Yard, not to exceed $199,800.

Sponsors: Glenn Gavit

Attachments: 1. 26-079 Intent to Award Bid Tabulation
2. 26300689--LKP (CC 8.13.26)-vendor signed

6.16. Presentation, discussion, and possible action regarding a resolution authorizing the submission of a Local Parks Grant application to the Texas Parks and Wildlife Department for up to $750,000 in grant funds and designating the City Manager as an authorized official for the submission of the application.

Sponsors: Kelsey Heiden

Attachments: 1. Grant Resolution - TPWD Grant Application

## 7. Workshop Agenda.

7.1. Presentation, discussion, and possible direction regarding impervious cover limitation in the Bee Creek Drainage Basin.

Sponsors: Lucas Harper

Attachments: None

## 8. Regular Agenda.

8.1. Presentation, discussion, and possible action on the 2026-2027 ad valorem tax rate; and calling a public hearing on a proposed ad valorem tax rate for FY 2026-2027.

Sponsors: Mary Ellen Leonard

Attachments: 1. 2026 City of College Station ltr
2. 2026 Certified TNT Worksheets City of College Station
3. 2026 City of College Station Notice of Tax Rates

8.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 12.43 acres at 2950 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road.

Sponsors: Jeff Howell

Attachments:
1. Ordinance
2. Aerial and Small Area Map
3. Comprehensive Plan Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Comprehensive Plan Amendment Map

8.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2025-4574 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to MF Multi-Family for approximately 12.43 acres at 2950 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road.

Sponsors: Jeff Howell

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

8.4. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to MF Multi-family, MH Middle Housing, and NAP Natural Areas Protected on approximately 35 acres generally located at the northern corner of Victoria Avenue and William D. Fitch Parkway.

Sponsors: Garrett Segraves

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

8.5. Presentation, discussion, and possible action regarding a resolution establishing the City's legislative program for the 90th session of the Texas Legislature.

Sponsors: Ross Brady

Attachments:
1. Resolution-Legislative Action Plan - 2027

## 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 August 6, 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.

**August 13, 2026**
**Item No. 6.1.**
**July 13th, 14th and 23rd Meeting Minutes**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action of minutes for:
• July 13, 2026 Special Meeting
• July 14, 2026 Special Meeting
• July 23, 2026 Council Meeting

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** Recommends Approval.

**Summary:** N/A

**Budget & Financial Summary:** None

**Attachments:**
1. SPM071326 DRAFT Minutes
2. SPM071426 DRAFT Minutes
3. CCM072326 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL (BUDGET) MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JULY 13, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

**Present:**
John P. Nichols, Mayor

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

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

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

With a quorum present, the Special (Budget) Meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 1:00 p.m. on Monday, July 13, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. SPECIAL (BUDGET) ITEMS**

**2.1. Presentation, discussion, and possible action on the FY 2026-2027 Proposed Budget.**

Bryan Woods, City Manager, provided open remarks regarding the proposed budget being presented throughout this meeting.

Mary Ellen Leonard, Finance Director, presented an overview of the proposed FY 2026-2027 budget, noting that a budget workshop meeting is scheduled for July 13th to review the proposed budget of $576,346,943. This amount includes $394,752,006 for the operations and maintenance budget and $181,594,937 for the capital budget. Compared to FY25, the operating and maintenance budget increased by approximately 1.20%, while the capital budget increased by 115.81% and the total net budget decreased by 21.53%.

| FY27 Proposed Net Budget Summary | |
|---|---|
| **Fund Type** | **Proposed Net Budget** |
| Governmental Funds | $171,908,384 |
| Enterprise Funds | 192,894,671 |
| Special Revenue Funds | 29,948,951 |
| **Subtotal O&M** | **$394,752,006** |
| **Subtotal Capital** | **$181,594,937** |
| **Total Proposed Net Budget** | **$576,346,943** |

Mrs. Leonard explained that the capital budget increased due to significant capital projects being appropriated in FY27 including:

- Public Works Operations Center
- Midtown Baseball/Business road and related utilities
- Texas Independence Park construction
- Wolf Pen Creek
- Neighborhood Parks Improvements
- Well #9 Rehab
- Citywide signals and intersection improvements

Fiscal and Budgetary Policy Revisions

- Item 1 Statement of Purpose
  - ✓ Clarifies that accounting and reporting practices will conform with the principles prescribed by the Government Accounting Standards Board (GASB) and where applicable the Financial Accounting Standards Board (FASB).
- Item 4.3 Central Control
  - ✓ Clarifies that funding for Outside Agencies or Sponsorship are maintained in the *Miscellaneous Fiscal Services Policy* manual.
- Item 17.1. Operating Reserves / Fund Balances
  - ✓ Codified the reserve requirement of 25% for bond rating requirements.
  - ✓ Codified the reserve for the internal service insurance funds should be based on industry norms.
  - ✓ Codified the reserve for replacement funds will be based on the average useful life and replacement cost of the item.

FY27 Preliminary Valuations

| | **Valuations** | |
|---|---|---|
| Certified Taxable Values at 8/7/2025 | 16,261,176,452 | |
| **New Values added in Current Year (2026)** | **546,384,197** | **3.36%** |
| Prior Year Existing Value litigation and value loss in excess of reserve estimate | (714,978) | |
| Loss from Business Personal Property legislation enacted by State in 2025 | (148,652,145) | |
| Loss in valuation from 23.231 Cap loss, net | (156,866,963) | |
| New 2026 Exemptions to date (additional coming) | (48,281,293) | |
| **Change in 2026 Existing Values** | **(354,515,379)** | **-2.18%** |
| | | |
| **Existing Values at 4/30/2026** | **16,453,045,270** | **1.18%** |

Mrs. Leonard reported that Property Tax valuations were given to the City on April 23, with final valuations due July 25.

- The proposed budget uses the April figures, and further updates will occur in July.
- The 3.36% increase is mainly from new high rises.
- Preliminary valuations account for litigation adjustments, state business personal property exemptions, non-taxable amounts over 10%, and new exemptions.

When property valuations decline, the No-New-Revenue rate rises. This benchmark tax rate represents the amount required to generate the same maintenance and operations property tax revenue from existing properties as in the previous year, reflecting changes in appraised values. Of the increase in revenue levy, $380,000 is attributable to net changes in existing property values.

FY27 O&M Property Tax Revenue Estimate

| | O&M Levy | |
|---|---|---|
| FY26 O&M Property Tax Budgeted Revenue | $ 47,447,545 | |
| | | |
| New Values added in Current Year (2026) | 1,689,442 | 3.56% |
| | | |
| Net change in 2026 Existing Values | 387,289 | 0.82% |
| | | |
| Maximum additional revenue on existing prior year values (3.5% increase) | 1,660,664 | 3.50% |
| | | |
| **Total FY27 Revenue increase** | **3,737,395** | **7.88%** |
| | | |
| **Existing Values at 4/30/2026** | **$ 51,184,940** | |

Actual Sales Tax vs. Inflation

- Nominal sales tax is experiencing modest growth; however, inflation continues to erode purchasing power. Proposed sales tax revenues are projected to increase by 2.0% in the FY27 Budget. This anticipated growth equates to an estimated $535,000 increase in sales tax revenue compared to FY26 actuals.

Fy27 Estimated CPI

- The Consumer Price Index (CPI) rate projected for revenue and expense growth is set at 3.0%. Fire reimbursement from Texas A&M is expected to continue throughout the forecast period, although the current agreement concludes at the end of FY29. It is anticipated that two-thirds of investment income generated from the retained fund balance will support recurring expenditure. Additionally, utility transfer percentages to the General Fund remain consistent with last year's figures.

Impact of Fee Changes on Monthly Residential Utility Bill

| | Residential | Residential (w/Rate Increase) | Difference |
|---|---|---|---|
| Electric (Usage, Service Charge & TDA) | $ 174.97 | $ 174.97 | $ 0.00 |
| Water | 39.90 | 39.90 | 0.00 |
| Drainage | 7.42 | 7.64 | 0.22 |
| Sanitation | 26.99 | 28.34 | 1.35 |
| Roadway | 10.24 | 10.55 | 0.31 |
| Sewer | 34.88 | 34.88 | 0.00 |
| **AVERAGE BILL** | **$ 294.40** | **$ 296.28** | **$ 1.88** |

Mrs. Leonard indicated that the anticipated overall increase in the monthly residential utility bill with the changes to the fee ordinance is estimated at $1.88.

Fee Ordinance Changes

- No rate increase for Electric, Water, or Wastewater;
- Increase of 3.0% for fees tied to the Consumer Price Index – All Urban Consumers (CPI-U).
  - ✓ Fees tied to the CPI-U include, Planning, Drainage and Roadway Maintenance.
- There is a change of the CPI Index for Solid Waste from the CPI-U to the CPI-Water/Sewer/Trash.
  - ✓ The CPI-WST increased by 5.0%

Mrs. Leonard presented the compensation and benefits strategies, interim staffing additions, proposed future staffing plans, and FY26 Vacancy Rates and FY Hiring Strategy.

Pay & Benefits Strategy

- 3% across-the-board pay scale increase plus a 1% market adjustment for existing employees.
- 3% across-the-board pay scale increase for public safety.
- Annual step increases for eligible public safety personnel.
- Considering a policy change related to FSLA overtime that may increase base pay.
- Merit / other pay pool for top-performing non-step employees and specific adjustments.
- Employee healthcare premiums remain flat for the seventh consecutive year.

FY27 Proposed Staffing and Fleet Additions

| FUND/DEPARTMENT | One-Time Cost | Recurring Cost | Total | Increase FTE | Vehicle |
|---|---|---|---|---|---|
| **General Fund** | | | | | |
| Police | 649,825 | 1,137,217 | 1,787,042 | 8.0 | 4.0 |
| Fire | - | - | - | - | - |
| Public Works | 95,581 | 327,743 | 423,324 | 4.0 | 1.0 |
| Planning & Development | 109,384 | 207,689 | 317,073 | 2.0 | 2.0 |
| Parks and Recreation | 409,000 | 192,855 | 601,855 | 1.0 | 6.0 |
| Information Technology | 4,214 | 142,873 | 147,087 | 1.0 | - |
| Capital Projects Operations | 97,885 | 107,412 | 205,297 | 1.0 | 2.0 |
| Fiscal Services | - | - | - | - | - |
| General Government | 2,885 | 223,356 | 226,241 | 2.0 | - |
| **TOTAL General Fund** | **1,368,774** | **2,339,145** | **3,707,919** | **19.0** | **15.0** |

- Police
    - 6 Patrol Officer Positions and 3 Patrol Vehicles
    - 1 Forensic Technician
    - 1 Volunteer Coordinator
    - CSTEP Prisoner Transportation Vehicle
- Public Works
    - Concrete and ADA Compliance Crew
- Planning & Development
    - Combination Building Inspector I/II
    - Engineering Technician
- Parks and Recreation
    - Parks Operation Irrigation Crew Leader + Truck
    - Assistant Operations Manager Truck
    - Lincoln Recreation Center Van
    - Forklift
    - Pedestrian Mower and Trailer
    - Multi Pro Turf Sprayer with GPS Technology (SPLIT with HOT Fund)
    - Fraise Mower Koro Heavy Duty + Pronovost Turf Trailer (SPLIT with HOT Fund)
- Information Technology
    - Information Security Analyst
- Capital Projects Operations
    - Capital Projects Field Administrator
- General Government
    - Human Resources Generalist/Employee Advisor
    - Internal Auditor

FY27 Proposed Staffing and Fleet Additions

| FUND/DEPARTMENT | One-Time Cost | Recurring Cost | Total | Increase FTE | Vehicle |
|---|---|---|---|---|---|
| GENERAL FUND | 1,368,774 | 2,339,145 | 3,707,919 | 19.0 | 15.0 |
| HOT FUND | 117,885 | 189,499 | 307,384 | 1.0 | 1.0 |
| DRAINAGE FUND | 165,021 | 154,445 | 319,466 | 1.0 | 2.0 |
| NORTHGATE PARKING FUND | - | - | - | - | - |
| ELECTRIC FUND | 329,970 | 378,623 | 708,593 | 2.0 | 2.0 |
| WATER FUND | 7,585 | 113,581 | 121,166 | 1.0 | - |
| SOLID WASTE FUND | 674,723 | 241,719 | 916,442 | - | 4.0 |
| **TOTAL - ALL FUNDS** | **2,663,958** | **3,417,012** | **6,080,970** | **24.0** | **24.0** |

- HOT Fund
    - Parks & Recreation
        - Fraise Mower Koro Heavy Duty + Pronovost Turf Trailer (SPLIT)
        - Multi Pro Turf Sprayer with GPS Technology (SPLIT)
    - Economic Development/Tourism
        - Director of University Strategy & Partnerships
- Drainage Fund
    - Public Works
        - Assistant Division Manager - Drainage Maintenance
        - Tree Chipper

- Electric Fund
    - Electric Safety/Training Coordinator Position
    - AMI Analyst position and service vehicle
    - One Small Bucket Truck
- Water Fund
    - Water Resources Specialist
- Solid Waste
    - Public Works
        - Solid Waste Mini Street Sweeper
        - Commercial Solid Waste Roll-off Collection Vehicle
        - Northgate District Self-Contained Compactors & Monitoring Units

**General Fund Operating Department**

Service Level Increases for Major Operating Departments

- Police
- Fire
- Public Works
- Parks
- Electric O&M
- Water O&M
- Solid Waste

The City Manager's provided a brief overview of general fund operating departments request for funding.

Police – Total One-Time and Recurring SLA Request of (1.9M) for 6 Police Officers and 3 vehicles, Volunteer Coordinator, Forensic Technician, Eventide DX Recorder, and CSTEP Prisoner Transportation.

Fire – Total One-Time and Recurring SLA Request of ($186K) for Proposal for On-Site Bunker Gear Cleaning, Inspection and Repairs, Hazmat Equipment Cache Upgrades and Fire Department Accreditation Fund.

Public Works – Total One-Time and Recurring SLA Request of ($549K) for Concrete and ADA Compliance Crew and Pavement Markings Account Increase.

Parks – Total One-Time SLA Request of ($871K) for Parks Operation Irrigation Crew Leader + Truck, Forklift, Assistant Operations Manager Truck, Fun for All Fence Replacement, Pedestrian Mower & Trailer, Fraise Mower Koro Heavy Duty + Pronovost Turf Trailer (SPLIT), Multi Pro Turf Sprayer with GPS Technology (SPLIT), Cooling College Station Residential Tree Giveaway, Cooling College Station Park Tree Planting Year Two, Lincoln Recreation Center Van and 2027 CAPRA Reaccreditation Visit.

Electric O&M – Total One-Time and Recurring SLA Request of ($361K) for Electric Safety/Training Coordinator Position, Addition of AMI Analyst position and service vehicle and Addition of One Small Bucket Truck.

Water O&M – Total One-Time and Recurring SLA Request of ($372K) for Advanced Leak Detection and System Efficiency Services and Water Resources Specialist.

Solid Waste – Total One-Time and Recurring SLA Request of ($917K) for Mini Street Sweeper, Commercial Solid Waste Roll-off Collection Vehicle and Northgate District Self-Contained Compactors & Monitoring Units.

At 2:48 p.m., the Mayor recessed the Special (Budget) Workshop.

The Special (Budget) Workshop reconvened at 3:00 p.m.

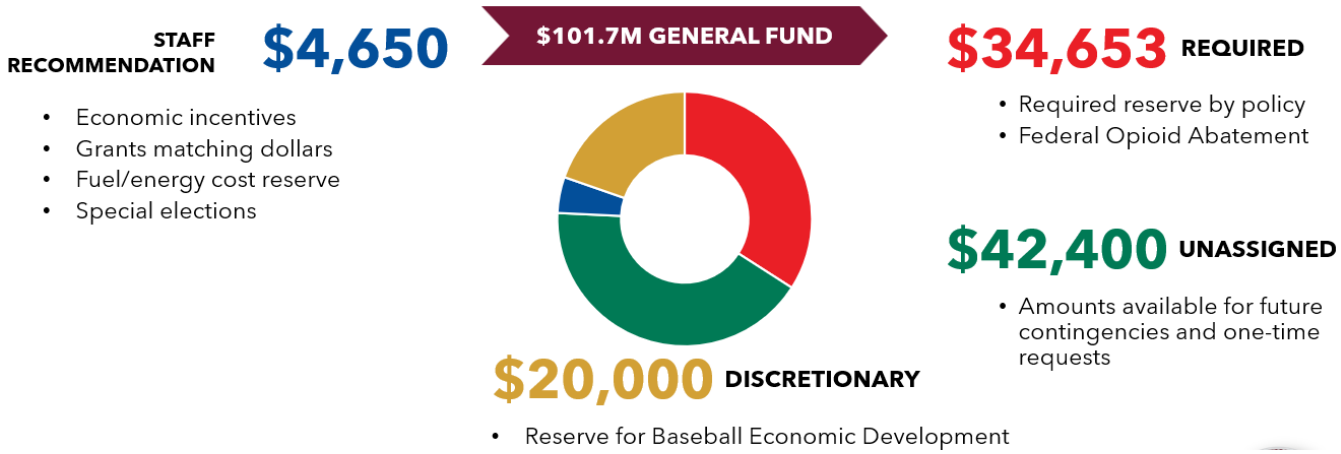
Mary Ellen Leonard, Finance Director, reported that staff prepared five-year forecasts for all major operating funds. She highlighted the General Fund, noting that recurring revenues and expenses are evaluated to ensure long-term balance as required by the City Charter. The proposed budget meets this requirement, with recurring revenues exceeding recurring expenses.

Recurring General Fund Five Year Forecast

- One SAFER grant will expire in FY29.
- Property Tax Growth assumed to be 3.5% (VAR Rate)
- Sales tax growth assumed to be 2%.

| PROPOSED RECURRING | FY27 | FY28 | FY29 | FY30 | FY31 |
|---|---|---|---|---|---|
| Total Recurring Revenues | $134,120 | $137,060 | $139,550 | $143,350 | $147,170 |
| Total Recurring Expenses | $133,770 | $136,820 | $139,970 | $143,190 | $147,270 |
| **In Balance (Out of Balance)** | **$ 350** | **$ 240** | **$ (420)** | **$ 160** | **$ (100)** |

General Fund Balance FY27 Breakdown




Required/Policy

- Required 25% Reserve (Fiscal Policy) $34,485
- Federal Opioid Abatement $168

Staff Recommendation

- Matching Grant Dollars Allocation $1,000
- Additional Economic Incentives $2,000
- Fuel / Energy Cost Reserve $1,500
- Special Elections $150

Discretionary

- Baseball Economic Development $20,000

Mrs. Leonard summarized the FY26 Capital Strategy, future debt forecasts, governmental debt capacity, and the five-year O&M projections for the Water Fund. She noted that the planned construction of three additional water wells will significantly impact the Water Fund, with debt service increasing by approximately 87% between FY26 and FY31 when the related debt is issued. She stated that future water rate increases will likely be needed to support this debt, potentially in FY28 or FY29, depending on future fund balance levels.

Water Transfers (Sources) / Uses include payments for:

- Debt Service – this increases from $7 million in FY26 to $12 million in FY28 and $13 million in FY29 for the 3 new water wells.
- Cash for Capital decreases as the debt service increases.
- Water will need rate increases in FY28-FY29 due to debt service for new wells.
- Payment for shared services like HR / IT / Finance / Legal/ utility billing / fixed costs
- Risk Mitigation Fund –balance is $2.6 million. No additional transfers planned in forecast. The target for funds is $3 million.

HOT Fund Five-Year Forecast

| | FY27 | FY28 | FY29 | FY30 | FY31 |
|---|---|---|---|---|---|
| **Beginning Fund Balance** | **$17,065** | **$17,528** | **$17,820** | **$19,515** | **$21,128** |
| Total Revenues | 9,534 | 9,663 | 9,852 | 10,093 | 10,334 |
| Total Expenses | 9,071 | 9,371 | 8,157 | 8,480 | 8,809 |
| **Ending Fund Balance** | **$17,528** | **$17,820** | **$19,515** | **$21,128** | **$22,653** |
| **Over (Under) Working Capital Required** | **$15,896** | **$ 16,134** | **$ 18,046** | **$19,601** | **$ 21,068** |

Mrs. Leonard stated that budget amendments are expected to accommodate Council-approved special events, including Savannah Bananas, USA Track & Field, Athletes Unlimited Softball League, and the Texas A&M Soccer Event.

*Councilmember McIlhaney left the meeting at 3:40 pm.*

Citywide Capital Project Appropriations

Mrs. Leonard summarized that the complete Five-Year Funded Capital Plan is detailed in the capital project forecasts. She noted that additional appropriations represent budget additions for ongoing projects from prior years as well as new projects funded for FY27.

Streets:

- Midtown Baseball and Business Road ($11,000,000)
- City Wide Signals and Intersection Improvements ($6,000,000)
- Rock Prairie Road – WD Fitch to City Limits ($5,000,000)
- Greens Prairie Road – County Portion ($1,200,000)

Parks and Rec:

- Texas Independence Park Construction ($16,200,000)
- Wolf Pen Creek Improvements ($7,000,000)
- City Wide Neighborhood Parks Improvements ($5,000,000)

Facilities and Technology:

- Public Works Operations Center Construction ($55,000,000)
- Northgate Improvements ($5,000,000)

Electric:

- Various distribution, transmission, and substation improvements

Water:

- Well #9 Rehab Construction ($7,750,000)
- DPRS Tank Improvements ($6,000,000)
- Midtown Baseball and Business Utilities ($4,700,000)

Wastewater:

- Alum Creek Sewer Trunkline ($2,750,000)
- Various rehab projects

Drainage:

- Systemwide projects

Bryan Woods, City Manager, explained that the Five-Year Capital Plan includes additions totaling $169.4 million, prioritized by Council in January. These additions include the Public Works Facility, the Midtown Baseball/Business Road and related utilities, Texas Independence Park, and citywide trails, intersections, and signal improvements. He noted that utility projects are based on identified infrastructure needs.

| Category | Project | Additional Appropriations |
|---|---|---|
| City Facilities | Public Works Facility **(Construction)** | $ 55,000,000 |
| City Facilities | Northgate | $ 5,000,000 |
| | **SUBTOTAL - City Facilities** | **$ 60,000,000** |
| Midtown | Midtown Baseball and Business - Road | $ 14,000,000 |
| Midtown | Midtown Baseball and Business – Water Utilities | $ 5,000,000 |
| Midtown | Midtown Signage | $ 700,000 |
| Midtown | Texas Independence Park **(Phase 2)** | $ 16,200,000 |
| | **SUBTOTAL - Midtown** | **$ 35,900,000** |
| Parks | Wolf Pen Creek | $ 7,000,000 |
| Parks | Neighborhood Parks | $ 5,000,000 |
| Parks | Hensel Park | $ 10,000,000 |
| | **SUBTOTAL - Parks** | **$ 22,000,000** |
| Streets - Rehab | Drainage Revolver | $ 2,500,000 |
| Streets - Signals | Signals & Intersections (incl. George Bush / Timber) | $ 6,000,000 |
| Streets - Sidewalks | Various Sidewalks/Trails | $ 6,000,000 |
| Streets - Rehab | Future Streets Rehab | $ 10,000,000 |
| Streets - Extension | Future Streets Extension | $ 12,000,000 |
| Streets - Sidewalks | University Drive Pedestrian Crossing | $ 15,000,000 |
| | **SUBTOTAL - Streets** | **$ 51,500,000** |
| **TOTAL COUNCIL CAPITAL ADDITIONS** | | **$ 169,400,000** |

Mr. Woods provided an overview of the FY27 utility projects, noting that they can be funded within existing electric, water, and wastewater rates and that no rate increases are planned for FY27. He stated that water rates may need to increase in FY28–FY29 to support debt related to new water wells, and that wastewater may require a future rate increase beyond the five-year forecast to support debt service.

| | 2027 | 2028 | 2029 | 2030 | 2031 |
|---|---|---|---|---|---|
| Electric | $5,000 | $18,000 | $10,000 | $15,000 | $5,000 |
| Water | $58,000 | $17,400 | $8,250 | $0 | $1,000 |
| Wastewater | $26,500 | $32,000 | $8,000 | $0 | $0 |
| **Total Future Utility Rate Supported Debt** | **$89,500** | **$67,400** | **$26,250** | **$15,000** | **$6,000** |

Mr. Woods concluded that, based on Council's direction for capital projects, no additional governmental debt capacity is available until FY34. He noted that the long-range forecast maintains the Total Governmental Debt to Assessed Valuation percentage below 2.00%, and that each cent on the property tax rate funds approximately $15–$17 million in governmental capital projects.

| | Governmental Debt Issue | Estimated Debt Capacity | Governmental Debt Rolling Off | Total Governmental Debt | % of Assessed Valuation |
|---|---|---|---|---|---|
| FY26 | 0 | 0 | (19,415) | 217,476 | 1.55% |
| FY27 | 62,450 | 0 | (17,882) | 262,044 | 1.40% |
| FY28 | 84,175 | 0 | (19,847) | 326,373 | 1.56% |
| FY29 | 36,500 | 0 | (22,152) | 340,720 | 1.59% |
| FY30 | 20,500 | 0 | (23,728) | 337,492 | 1.47% |
| FY31 | 22,000 | 0 | (23,794) | 335,698 | 1.41% |
| **TOTAL** | **225,625** | **0** | **(126,817)** | | |

**3. Adjournment.**

There being no further business, Mayor Nichols adjourned the Special (Budget) Meeting of the City Council at 4:59 p.m. on Monday, July 13, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL (BUDGET) MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JULY 14, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

**Present:**
John P. Nichols, Mayor

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

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

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

With a quorum present, the Special (Budget) Meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 1:00 p.m. on Tuesday, July 14, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. SPECIAL (BUDGET) ITEMS**

**2.1. Presentation, discussion, and possible action on the FY 2026-2027 Proposed Budget.**

Mary Ellen Leonard, Finance Director, provided the City Council with an overview of the funding sources supporting outside agencies. She explained that agency allocations are drawn from multiple funds, including the Hotel Tax Fund and the Solid Waste Fund. Ms. Leonard began with the General Fund, noting its legal requirements and the relevance of its support agencies to upcoming Council discussions.

FY27 Outside Agencies - Summary

| AGENCY | FY26 Funding | FY27 Request | FY27 CMO Proposed | % Increase in Proposed |
|---|---|---|---|---|
| **LEGALLY REQUIRED** | | | | |
| Brazos County Central Appraisal District | 988,837 | 968,754* | 1,150,200 | TBD |
| **GENERAL FUND** | | | | |
| **General Fund Total** | 1,642,969 | 1,828,829 | 1,715,633 | 4.42% |
| **HOTEL TAX FUND** | | | | |
| **Hotel Tax Fund Total** | 613,406 | 662,371 | 630,908 | 2.85% |
| **SOLID WASTE FUND** | | | | |
| **Solid Waste Fund Total** | 49,230 | 50,230 | 50,230 | 2.03% |
| **Total Excluding Legally Required** | **2,305,605** | **2,541,430** | **2,396,771** | **3.95%** |

Mrs. Leonard summarized the FY27 agency funding requests and the amounts included in the FY27 CMO Proposed Budget; final funding decisions rest with the City Council.

FY27 Outside Agencies – General Fund

| AGENCY | FY26 Funding | FY27 Request | FY27 CMO Proposed | % Increase in Proposed |
|---|---|---|---|---|
| **LEGALLY REQUIRED** | | | | |
| Brazos County Central Appraisal District | 988,837 | 968,754* | 1,150,200 | TBD |
| **GENERAL FUND** | | | | |
| Aggieland Humane Society | 349,140 | 425,000 | 384,054 | 10.00% |
| Aggieland Humane Society - 1X | - | - | 35,000 | - |
| Amber Alert Network Brazos Valley | 5,000 | 5,000 | 5,000 | - |
| Arts Center of the Brazos Valley | 35,000 | 35,000 | 35,000 | - |
| Brazos County Health Department | 478,029 | 578,029 | 478,029 | - |
| Greater Brazos Valley Partnership | 350,000 | 350,000 | 350,000 | - |
| Bryan College Station Chamber of Commerce | 25,000 | 35,000 | 27,750 | 11.00% |
| Brazos Transit District | 400,800 | 400,800 | 400,800 | - |
| **General Fund Total - Excluding Legally Required** | **1,642,969** | **1,828,829** | **1,715,633** | **4.42%** |

- Appraisal District – projected increase; preliminary BCAD estimate is $970K.
- Humane Society – additional funding for animal care, insurance, and fees; vet costs reduced due to expanded staff.
- Arts Center – operations and maintenance.
- Health District – requested an increase of $100K to maintain operations.

**MOTION:** Upon a motion made by Councilmember Smith and a second by Councilmember McIlhaney, the City Council voted six (6) for and none (0) opposed, with Councilmember Yancy abstaining, to approve a $100,000 increase to the Brazos County Health District. The motion carried unanimously.

- Greater Brazos Valley Partnership – operations and maintenance.
- Chamber of Commerce – annual banquet and Outlook Conference.

**MOTION:** Upon a motion made by Councilmember Wright and a second by Councilmember Yancy, the City Council voted six (6) for and one (1) opposed, with Councilmember Smith voting against, to approve a $10,000 increase to the Chamber of Commerce. The motion carried.

- Transit District – operations and maintenance.

FY27 Outside Agencies – Other Funds

| AGENCY | FY26 Funding | FY27 Request | FY27 CMO Proposed | % Increase in Proposed |
|---|---|---|---|---|
| **HOTEL TAX FUND** | | | | |
| Arts Center of the Brazos Valley – Affiliate Grants | 375,000 | 403,125 | 386,250 | 3.00% |
| Arts Center of the Brazos Valley – O&M | 79,033 | 86,936 | 81,404 | 3.00% |
| Arts Center of the Brazos Valley – Tourism Marketing | 53,240 | 58,564 | 54,837 | 3.00% |
| Arts Center of the Brazos Valley – Public Art Support | 76,133 | 83,746 | 78,417 | 3.00% |
| Veterans Memorial - Marketing | 30,000 | 30,000 | 30,000 | - |
| **Hotel Tax Fund Total** | **613,406** | **662,371** | **630,908** | **2.85%** |
| **SOLID WASTE FUND** | | | | |
| Keep Brazos Beautiful | 49,230 | 50,230 | 50,230 | 2.03% |
| **Solid Waste Fund Total** | **49,230** | **50,230** | **50,230** | **2.03%** |

There was a consensus with the Council to move forward with City Manager's recommendation.

- Arts Center (Affiliate Grant Funding) – pass through grants for new affiliates
- Arts Center (Operations) – overall cost increases
- Arts Center (Arts Tourism Marketing) – additional marketing efforts
- Arts Center (Public Art Support) – repairs and maintenance costs to preserve current public art
- Veterans Memorial – Marketing – requesting for $30,000
- Keep Brazos Beautiful – expansion of Community Beautification to enhance public spaces; rising program and material costs

At 3:19 p.m., the Mayor recessed the Special (Budget) Workshop.

The Special (Budget) Workshop reconvened at 3:32 p.m.

Jeff Kersten, Assistant City Manager and Chief Financial Officer (CFO), clarified the capital projects budget, including appropriations for FY27 and the five-year capital plan, addressing project phasing, debt capacity, and the flexibility for future councils to adjust priorities and funding as needed.

Five-Year Capital Plan Additions

| Category | Project | Additional Appropriations | FY Added |
|---|---|---|---|
| City Facilities | Public Works Facility **(Construction)** | $ 55,000,000 | FY27 |
| City Facilities | Northgate | $ 5,000,000 | FY27 |
| | **SUBTOTAL - City Facilities** | **$ 60,000,000** | |
| Midtown | Midtown Infrastructure - Road | $ 14,000,000 | FY27 |
| Midtown | Midtown Infrastructure – Water Utilities | $ 5,000,000 | FY27 |
| Midtown | Midtown Signage | $ 700,000 | FY27 |
| Midtown | Texas Independence Park **(Phase 2)** | $ 16,200,000 | FY27 |
| | **SUBTOTAL - Midtown** | **$ 35,900,000** | |
| Parks | Wolf Pen Creek | $ 7,000,000 | FY27 |
| Parks | Neighborhood Parks | $ 5,000,000 | FY27 |
| Parks | Hensel Park | $ 10,000,000 | FY30 |
| | **SUBTOTAL - Parks** | **$ 22,000,000** | |
| Streets - Rehab | Drainage Revolver | $ 2,500,000 | FY27 |
| Streets - Signals | Signals & Intersections | $ 6,000,000 | FY27 |
| Streets - Sidewalks | Various Sidewalks/Trails | $ 6,000,000 | FY28 |
| Streets - Rehab | Future Streets Rehab | $ 10,000,000 | FY28 |
| Streets - Extension | Future Streets Extension | $ 12,000,000 | FY29 |
| Streets - Sidewalks | University Drive Pedestrian Crossing | $ 15,000,000 | FY31 |
| | **SUBTOTAL - Streets** | **$ 51,500,000** | |
| **TOTAL ESTIMATED FUNDING PLAN** | | **$ 169,400,000** | |

Five-Year Capital Plan Additions – By FY

| Category | Project | Additional Appropriations | FY Added |
|---|---|---|---|
| City Facilities | Public Works Facility (Construction) | 55,000,000 | FY27 |
| City Facilities | Northgate | 5,000,000 | FY27 |
| Midtown | Midtown Infrastructure - Road | 14,000,000 | FY27 |
| Midtown | Midtown Infrastructure – Water Utilities | 5,000,000 | FY27 |
| Midtown | Midtown Signage | 700,000 | FY27 |
| Midtown | Texas Independence Park (Phase 2) | 16,200,000 | FY27 |
| Parks | Wolf Pen Creek | 7,000,000 | FY27 |
| Parks | Neighborhood Parks | 5,000,000 | FY27 |
| Streets - Rehab | Drainage Revolver | 2,500,000 | FY27 |
| Streets - Signals | Signals & Intersections | 6,000,000 | FY27 |
| | **FY27 SUBTOTAL** | **116,400,000** | |
| Streets - Sidewalks | Various Sidewalks/Trails | 6,000,000 | FY28 |
| Streets - Rehab | Future Streets Rehab | 10,000,000 | FY28 |
| | **FY28 SUBTOTAL** | **16,000,000** | |
| Streets - Extension | Future Streets Extension | 12,000,000 | FY29 |
| | **FY29 SUBTOTAL** | **12,000,000** | |
| Parks | Hensel Park | 10,000,000 | FY30 |
| | **FY30 SUBTOTAL** | **10,000,000** | |
| Streets - Sidewalks | University Drive Pedestrian Crossing | 15,000,000 | FY31 |
| | **FY31 SUBTOTAL** | **15,000,000** | |
| **TOTAL ESTIMATED FUNDING PLAN** | | **169,400,000** | |

Mr. Kersten explained that Capital Budget appropriations are established on a life-to-date basis, allowing funds to remain available over multiple years as projects advance. As expenditure is incurred, the remaining appropriations decrease accordingly. He clarified that a project with a $5 million budget will utilize those funds over the duration of the project rather than incurring $5 million in expenses annually. Mr. Kersten further noted that the City employs a conservative funding strategy by issuing only the amount of debt necessary to cover projected costs for each fiscal year.

FY27 Capital Appropriations

| FY27 Proposed Capital Appropriations | |
|---|---|
| Prioritized Projects Added in FY27 | $116,400,000 |
| Appropriations for Existing Projects | 65,194,937 |
| **Total Capital Appropriations** | **$181,594,937** |

**MOTION:** Upon a motion made by Councilmember Smith and a second by Councilmember Shafer, the City Council voted six (6) for and none (0) opposed, with Councilmember Yancy abstaining, to approve the capital project appropriations that was presented in the proposed budget for FY27.

## 3. Adjournment.

There being no further business, Mayor Nichols adjourned the Special (Budget) Meeting of the City Council at 4:50 p.m. on Tuesday, July 14, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JULY 23, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

**Presiding:**
John Nichols, Mayor

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

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on July 23, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Executive Session Agenda.**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Development, and the College Station City Council convened into Executive Session at 4:01 p.m. on July 23, 2026, to continue discussing matters pertaining to:

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

- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
- Hopkins v. City of College Station, et al., Civil Action No. 4:25-CV-00473, in the U.S. District Court for the Southern District of Texas, Houston Division.
- Legal advice regarding the process to acquire property needed for the Rock Prairie Road East Widening Project.

**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:**

- City Manager
- Council Self-Evaluation

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

- 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.
- Funding agreement with Greater Brazos Partnership for services related to Plug and Play.
- Economic development agreement with BCS Urban Living LLC for a property at the terminus of Castle Rock Parkway.

**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.

**5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.**

**5.1. Presentation proclaiming July 23, 2026, as "Texas A&M Women's Tennis Day."**

Mayor Nichols presented a proclamation to Head Coach Mark Weaver and Assistant Coaches James Wilson and Tommy Mylnikov, proclaiming July 23, 2026 as " Texas A&M Women's Tennis Day."

**6. Hear Visitors Comments.**

Robert Rose from College Station requested the Council consider a resolution urging stronger state legislation to protect cyclists and pedestrians, suggesting it be named "Hannah's Law" in honor of Hannah Rapp.

Cameron Gallucci from College Station invited Council and residents to a Brazos Valley Alliance town hall on property taxes, encouraging community discussion on tax fairness and distribution. The event will be held at Ringer Library this Saturday from 10:00 AM to noon.

**7. CONSENT ITEMS**

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

No items were pulled for clarification.

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

- **July 6, 2026 Special (Budget) Meeting**
- **July 9, 2026 Council Meeting**

**7.2. Presentation, discussion, and possible action on a Construction Manager at Risk contract amendment with Skanska USA Building Inc. for GMP #1 for Texas Independence Park at Midtown, in the amount of $6,852,842 plus the City's contingency in the amount of $200,000 for a total appropriation of $7,052,842. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.**

**7.3. Presentation, discussion, and possible action on a lease agreement with Brannon Industrial Group, LLC for solid waste containers for an annual expenditure of $543,300.**

**7.4. Presentation, discussion, and possible action on the second reading of a Franchise Agreement Ordinance No. 2026-4695 with United Site Solutions, LLC for the collection of recyclables from commercial businesses and multi-family locations.**

**7.5. Presentation, discussion, and possible action on an Interlocal Agreement with Texas A&M University Health Science Center to conduct forensic interviews on behalf of the College Station Police Department.**

**7.6. Presentation, discussion, and possible action regarding Resolution No. 07-23-26-7.6 to approve the FY 2027 (PY2026) Annual Action Plan and the FY 2027 Community Development Budget.**

**7.7. Presentation, discussion, and possible action on a change order to the Design Contract with Colliers Engineering & Design for the Citywide Sidewalks and Shared-use paths Project in the amount of $64,988.**

**7.8. Presentation, discussion, and possible action on the approval of a change order to the professional service contract with Kimley-Horn and Associates, Inc., in the amount of $50,000, for the College Heights Utility Rehabilitation Project.**

**7.9. Presentation, discussion, and possible action on a design contract with Dunham Engineering, LLC for the Dowling Road Pump Station storage tanks recoating and disinfection improvements project, not to exceed $680,200.**

**7.10. Presentation, discussion, and possible action on a design contract with Freese and Nichols, Inc. for the Well 9 Rehabilitation Project not to exceed $497,270.**

**7.11. Presentation, discussion, and possible action on the fourth amendment to the lease agreement with CEO, Etc. increasing the use of City dark fiber optic cable.**

**MOTION:** Upon a motion made by Councilmember Yancy and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to approve the Consent agenda with amendments to Consent Item 7.6 as it appeared on the dais. The motion carried unanimously.

## 8. WORKSHOP ITEMS

### 8.1. Presentation, discussion, and possible action regarding the Fiscal Year 2027 BVSWMA, Inc. budget.

Pete Caler, Assistant Public Works Director, stated that this is the annual presentation of the Brazos Valley Solid Waste Management Agency budget and introduced Executive Director Bryan Griesbach.

Bryan Griesbach stated that the proposed BVSWMA budget was considered and approved by BVSWMA, inc. Board of Directors on July 15, 2026. According to the BVSWMA, Inc., By-Laws, and Operating Agreement, the budget will be presented to the College Station and Bryan City Councils for consideration after being approved by the board. The total revenue is $15,696,400 with total expenses amounting to $10,808,133 and capital expenses totaling $7,197,000. The budget also maintains the gate rate for both cities at $0.00 per ton.

Mr. Griesbach reported on several projects related to BVSWMA operations over the last year.

- Twin Oaks Renewables – partnership with Morrow Energy
    - The expansion was first made public in the 2002 Grimes County Host Agreement.
    - The permitting process is estimated to take 3 to 6 years.
    - The expansion will not result in any changes to the current landfill operations.
    - The goal is to permit 30 million cubic yards of additional capacity.
    - 22,500,000 tons, 45 additional years capacity at 500,000 tons/yr.
    - Doubles remaining capacity.
- Household Hazardous Waste Disposal Events

**MOTION:** Upon a motion made by Councilmember Smith and a second by Councilmember McIlhaney, the City Council voted seven (7) for and none (0) opposed, to approve the Fiscal Year 2027 BVSWMA, Inc. budget. The motion carried unanimously.

### 8.2. Presentation, discussion, and possible action regarding city use of Automated License Plate Readers.

Billy Couch, Police Chief with support from District Attorney Jarvis Parsons, and Flock representative Ian Leslie, presented an overview of the city's ALPR system. The Flock Safety system uses AI-powered cameras, strict access controls, and departmental policies to ensure privacy and auditability. It scans over 25,000 plates daily, with fewer than 10 searches per day, and has helped recover stolen vehicles, locate missing people, and solve crimes, with over 100 success stories in the past year for CSPD. Chief Couch and Ian Leslie addressed system use, safeguards, contract terms, and risks of misidentification, responding to both council and public concerns.

Mayor Nichols opened for Citizen Comments

Weston Annis from College Station expressed opposition to surveillance technologies such as Flock cameras, citing concerns about privacy, potential abuse, and data security. Mr. Annis advocated warrant-based data access and cautioned against expanding surveillance in the community.

Charles R. Fleeger from College Station, Executive Director of the Amber Alert network, highlighted the benefits of license plate reader technology in locating missing children and adults. He emphasized that such technology enables law enforcement to quickly identify vehicles and collaborate across jurisdictions, improving recovery outcomes in Amber Alert cases.

Kody Fox from College Station questioned the effectiveness of ALPR technology, citing low rates of vehicle recoveries and arrests compared to the volume of license plate scans. He expressed concerns about mass surveillance and profiling, noting College Station's crime rates are below national averages, and urged the Council to cancel the contract for ALPR technologies.

Carlo Dal Colletto from College Station expressed concerns about privacy and data use related to Flock cameras, citing issues with live video recording, data access, and the company's trustworthiness. He urged the Council to cancel the contract, noting that most searches of the camera network benefit parties outside the intended city government.

Brittney Mangum from College Station acknowledged the benefits of surveillance technology for public safety but raised concerns about privacy and the normalization of tracking by private companies. Ms. Mangum encouraged the Council to consider safeguards such as independent audits, public reporting, and clear standards for data access, emphasizing the need to balance safety and individual freedom.

Steve Elkins from College Station expressed support for Flock cameras, stating they help law enforcement and deter crime. Mr. Elkins emphasized that public observation of license plates is not illegal, not used for tracking individuals but rather vehicles, and clarified that the city's contract does not include live video surveillance.

Zach Truelock from College Station urged the Council to place a moratorium on expanding automated license plate reader systems, including Flock. Mr. Truelock raised concerns about mass surveillance, privacy, civil liberties, data retention, and lack of public oversight, recommending no further installations until a full public process and safeguards are established.

Christopher Morgan, Vice President of the College Station Police Officers Association, expressed support for Flock LPR cameras as an effective tool for public safety. Mr. Morgan emphasized that the cameras help law enforcement solve crimes and assist neighboring agencies, while safeguards are in place to address privacy concerns and prevent misuse.

Chandler Arden from College Station expressed support for Flock cameras, emphasizing that even one solved crime makes the system worthwhile. Mr. Arden encouraged the Council to provide law enforcement with tools that help protect victims.

James Sun from College Station expressed concerns about Flock cameras, citing incidents of wrongful arrests and traffic stops caused by AI errors. Mr. Sun warned that such mistakes can endanger innocent people and erode public trust and noted that the city—not Flock—may bear liability for errors. He urged the Council not to expand surveillance systems that treat everyone as a suspect.

John Hamilton from College Station raised concerns about security vulnerabilities in Flock cameras, citing multiple documented flaws and unresolved CVE codes. Mr. Hamilton described what he believes are incidents of exposed data and questioned the company's handling of security breaches

and claims of encryption. He urged the Council to question the Flock representative about these vulnerabilities and requested a motion to cancel the city's contract with Flock.

Ivan Svrcek from Bryan questioned the Council's limits on surveillance and their understanding of current technologies. Mr. Svrcek described how networked cameras and data aggregation enable extensive tracking and analysis of individuals' movements, raising privacy concerns. He highlighted the use of open-source intelligence and additional data streams and urged the Council to reject further expansion of surveillance systems.

Timothy Shammas from College Station expressed opposition to Flock cameras, supporting law enforcement but criticizing the company for dishonest practices, warrantless searches, and privacy concerns. Mr. Shammas highlighted issues with data access, evolving surveillance capabilities, lack of transparency, and ongoing errors leading to wrongful detentions.

Devon Oechsle from Bryan urged the Council to end the contract with Flock cameras, citing concerns about mass surveillance, lack of warrants, and privacy. Mrs. Oechsle referenced a recent Supreme Court ruling on bulk location data and called for immediate contract termination, noting similar actions by other cities and emphasizing the importance of protecting community privacy.

Duke Blaney from Bryan expressed opposition to Flock cameras, describing them as mass surveillance systems that violate privacy and constitutional rights. Mr. Blaney believes that the cameras track not only vehicles but also pedestrians, creating demographic profiles without probable cause. He urged the Council to reject the system, citing Supreme Court precedent and widespread community opposition.

There being no further comments, Citizen Comments was closed.

Mayor Nichols recessed the meeting at 8:49 p.m.

The meeting resumed at 8:56 p.m.

**8.3. Presentation, discussion, and possible action regarding strategic regional water utility collaboration and mutual support initiatives.**

Gary Mechler, Water Services Director, delivered an update regarding ongoing efforts to strengthen regional resiliency through collaboration with adjacent water systems. The presentation emphasized the following points:

Regional Commitment: The city is committed to maintaining emergency water-sharing interconnections as a vital safety net for the region's water supply.

- Evaluation of Collaborative Opportunities: Staff continue to actively review potential resource efficiencies with neighboring providers.
- Wellborn SUD Infrastructure Project: During the design phase of Wellborn SUD's system expansion, both agencies evaluated the feasibility of using the City's system to convey additional supply. The joint assessment determined that the City lacked sufficient conveyance capacity for combined demands without major system upgrades. Required improvements included a new large-diameter parallel transmission pipeline, substantial pump station upgrades, and plant expansions to ensure compliance, pressure safety, and redundancy.

**8.4. Presentation, discussion, and possible action regarding Big 6 community branding signage.**

Ross Brady, Chief of Staff, introduced Steve Beachy and Manjit Yadav to present a citizen-initiated proposal for a coordinated, community-wide signage and public-art strategy. The proposal aims to deploy signage and public art along the full twelve-mile Highway 6 corridor, creating a unified narrative of "Welcome to Aggieland."

The proposal is designed to enhance community identity and cohesion through visual storytelling. If the council decides to move forward, staff will gather cost estimates and present them at a future council meeting. This initiative reflects community engagement and aims to strengthen the city's brand and sense of place along a major corridor. The next steps depend on council direction and further cost analysis.

Steve Beechey and Manjit Yadav proposed using the Big 6 highway for community branding, signage, and public art. Their vision includes bold signage and gateway monuments to create a unique experience and tell the community's story. They discussed collaboration with Texas A&M, City of Bryan, and other stakeholders, and emphasized the need for coordination with TxDOT, Brazos County, and private businesses. Council members supported the idea and considered forming a joint planning committee. Funding, grants, and guidelines for signage and art were also addressed.

The Council directed city management and staff to further explore the community branding signage proposal, coordinating with appropriate departments and counterparts in the City of Bryan.

## 9. REGULAR ITEMS

**9.1. Public Hearing, presentation, discussion, and possible action on the City of College Station FY 2026-2027 Proposed Budget.**

Mary Ellen Leonard, Finance Director, reported that the proposed budget was presented to the City Council on July 6, 2026. At that meeting, the Council scheduled a public hearing for the proposed FY26-27 budget. A notice announcing this public hearing was published in compliance with the requirements of the City Charter and State Law, and the adoption of the FY26-27 Budget is planned for August 27, 2026. The following is an overall summary of the proposed budget.

- Subtotal Operation and Maintenance: $394,752,006
- Subtotal Capital: $181,594,937
- Total Proposed Budget: $576,346,943

| FY27 Proposed Net Budget Summary | |
|---|---|
| **Fund Type** | **Proposed Net Budget** |
| Governmental Funds | $171,908,384 |
| Enterprise Funds | 192,894,671 |
| Special Revenue Funds | 29,948,951 |
| **Subtotal O&M** | **$394,752,006** |
| **Subtotal Capital** | **$181,594,937** |
| **Total Proposed Net Budget** | **$576,346,943** |

Compared to FY26:

- The operating budget increased 1.20%

- The capital budget increased 115.81%
- The total net budget increased 21.53%

At approximately 9:47 p.m., Mayor Nichols opened the Public Hearing.

Robert Rose from College Station discussed the large-scale Data Center project in Grimes County and its expected impact on College Station and Bryan, estimating an influx of 14,000 to 26,000 construction workers. He noted potential benefits for local businesses but expressed concern that residents may subsidize increased costs for city services. Mr. Rose urged the Council to consider the effects on quality of life and the budget and suggested seeking state assistance to address these challenges.

Valen Cepak from College Station expressed concern about raising the tax rate due to anticipated state legislation, noting the legislation ultimately failed to pass. Mr. Cepak argued that budget cuts should be considered to avoid reaching the voter approval limit, questioned certain capital expenditures, and encouraged the Council to focus on growing the tax base through development rather than increasing taxes.

There being no further comments, the Public Hearing was closed at 9:58 p.m.

**MOTION:** Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve the City of College Station FY 2026-2027 Proposed Budget on Thursday, August 27, 2026 at 6:00 pm in the City Hall Council Chambers. The motion carried unanimously.

**9.2. Presentation, discussion, and possible action on Ordinance No. 2026-4696 authorizing the issuance of certificates of obligation; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing an official statement and instruments and procedures relating to said certificates; and enacting other provisions relating to the subject.**

Michael DeHaven, Assistant Finance Director, stated that the ordinance approves issuing up to $37,250,000 million in GO Bonds for several projects, including:

| Certificates of Obligation | | |
|---|---|---|
| Project | Amount | Type |
| New Water Wells | $37,250,000 | Business-Type |

Mr. DeHaven noted that, based on the recommendation of the City's Financial Advisor, Ms. Marti Shew of Hilltop Securities, Inc., the City should use Certificates of Obligation rather than Utility Revenue Bonds to finance upcoming utility system projects. The ordinance authorizes issuing up to $37,250,000 to cover all or part of the City's contractual obligations related to:

- Water system improvements and extensions, including
  - new or improved water wells
  - distribution system improvements
  - transmission lines
  - other water system line upgrades
- Associated fiscal, engineering, and legal fees necessary to carry out the projects.

- Sets the maximum number of certificates issued at $37,250,000
- True interest costs will not exceed 5.0% for Certificates
- Final maturity shall not exceed February 15, 2046 (20 years).
- Delegates authority to Mayor, City Manager or Asst. City Manager, and CFO for closing of the sale.

**MOTION:** Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4696, authorizing the issuance of certificates of obligation; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing an official statement and instruments and procedures relating to said certificates; and enacting other provisions relating to the subject. The motion carried unanimously.

**9.3. Presentation, discussion, and possible action on Ordinance No. 2026-4697 authorizing the redemption of a portion of the City of College Station General Obligation Improvement & Refunding Bonds, Series 2014 and approving a related escrow agreement.**

Michael DeHaven, Assistant Finance Director, explained that the City of College Station actively manages its debt service obligations, seeking opportunities to reduce costs and maintain a consistent debt service rate. The city uses refunding bonds to refinance eligible bonds and, when possible, cash to defease (pay off early) eligible bonds. This approach involves constant evaluation of interest rates and available funds to identify cost-saving opportunities. Each new bond issue becomes callable (eligible for early payoff) after 10 years. The city plans to defease a portion of the 2014 Series General Obligation Improvements and Refunding Bonds, which will result in:

- Cashflow savings of $902,109 over the life of the bonds
- Net present value (NPV) savings of $406,003, or 5.53% compared to the opportunity cost of the funds used for defeasance
- Remaining bond coupons are at 3.80%
- Balance of debt service obligation is $7,338,188
- Defeasance funds needed: $6,436,078 (including $6,000 in defeasance expenses)
- Debt Service Fund Only – applies to governmental funds, not enterprise funds

This planned defeasance was forecasted in the city's 5-year Debt Service Fund forecast during the FY26 budget. Staff recommends council approval of the ordinance authorizing the redemption of a portion of the bonds and approving a related escrow agreement.

**MOTION:** Upon a motion made by Councilmember Smith and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4697, authorizing the redemption of a portion of the City of College Station General Obligation Improvement & Refunding Bonds, Series 2014 and approving a related escrow agreement. The motion carried unanimously.

**9.4. Presentation, discussion, and possible action regarding Resolution No. 07-23-26-9.4 of the City Council of the City of College Station, Texas, determining that Right of Way is needed and needs to be acquired from the landowner for the Rock Prairie East widening project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.**

Jennifer Cain, Capital Project Director, explained that the City of College Station is undertaking a major infrastructure project to widen Rock Prairie East from Town Lake Drive to William D. Fitch Parkway. The project will transform the existing two-lane asphalt roadway into a three-lane concrete

roadway, featuring separated bike lanes and sidewalks on both sides. Additional improvements include storm sewer installation and street lighting. Key Financial Details:

- The Pompa tract, required for right-of-way, was appraised by Allen, Williford & Seale, Inc. at $11,366 for the fee simple interest.
- The city has not received a response to previous or current offer letters sent to the landowner.
- The Streets Capital Improvement Projects Fund has a budget of $26,600,000 for this project.
- To date, $1,922,741 has been expended or committed, leaving a balance of $24,677,259 for this item and remaining project expenses.

**MOTION:** Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to authorized the use of the power of eminent domain to approve resolution number 07-23-26-9.4 authorizing the use of the power of eminent domain to acquire B. Simple right away interests for the construction, maintenance and operation for the Rock Prairie Rd. East Widening project, as described in said resolution. The motion carried unanimously.

Record Vote:
Mayor John P. Nichols: Aye
Councilmember Smith: Aye
Councilmember Wright: Aye
Councilmember White: Aye
Councilmember McIlhaney: Aye
Councilmember Yancy: Aye
Councilmember Shafer: Aye

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

City Manager Bryan Woods thanked staff for coordinating cooling centers during the recent heat wave. He encouraged residents to use public buildings, including City Hall, for relief from extreme temperatures and noted that facility closures may occur based on events, with updates provided as needed.

Councilmember McIlhaney reported attending a brief ceremony for the JustServe organization at the Church of Jesus Christ of Latter-day Saints, in partnership with America's 250. She noted that the organization donated over 40,000 lbs of shelf stable food to the Brazos Valley Food Bank.

Councilmember Shafer discussed the potential for local legislation on bicycle passing rules, referencing previous state-level attempts and ongoing committee discussions.

Mayor Nichols reported on ribbon cutting ceremony of new town homes at which Planning and Development staff were lauded for their work and quick turn around on requests.

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

Councilmember Shafer reported on the Bicycle, Pedestrian, and Greenway Advisory Board Meeting and noted that there was discussion of changing the board's name to the Active Transportation Advisory Board (ATAB).

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

Councilmember Yancy requested a future agenda item to discuss the potential development of Terafab and its impact on College Station, as well as the City's readiness.

**13. Adjournment.**

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 10:25 p.m. on Thursday, July 23, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

**August 13, 2026**
**Item No. 6.2.**
**ILA with Brazos County for Election Services *(Acuerdo Interlocal con el Condado de Brazos para los Servicios de Elecciones)***

**Sponsor:** Ian Whittenton, Deputy City Secretary, Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election that will be held on Tuesday, November 3, 2026. *(Presentación, discusión, y possible acción un acuerdo interlocal de gobierno con el Condado de Brazos para llevar a cabo y administrar las Elecciones Generales y Especiales de la Ciudad de College Station que se celebrarán el martes 3 de noviembre de 2026.)*

**Relationship to Strategic Goals:**

- Good Governance *(Buen gobierno)*

**Recommendation(s):** Approve as presented to the City Council.
*(Aprobar en cuanto sea presentado ante el Consejo de la Ciudad.)*

**Summary:** A General and Special Election will be held on November 3, 2026 for the purpose of electing a Mayor, City Council Member Place 1, a City Council Member Place 2, and to fill a vacancy for City Council Member Place 5 for an unexpired 2 year term. *(Se celebrarán Elecciones Generales y Especiales el 3 de noviembre de 2026 para el propósito de elegir un Alcalde, un Miembro del Consejo Municipal Puesto No. 1, un Miembro del Consejo Municipal Puesto No. 2, y llenar una vacante para el Miembro del Consejo Municipal Puesto No. 5 por un período no vencido de 2 años.)*

**Budget & Financial Summary:** The Election Administrator provided a conservative estimate of $95,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz. *(El Administrador Electoral proporcionó una estimación conservadora de $95,000 para las elecciones de este año. El costo se dividirá entre las entidades indicadas en la boleta de votación. Este cálculo no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá ser publicada en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz*.)

**Attachments:**
1. 26300698 -- ILA 2026 Election English and Spanish

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300698 PROJECT #: N/A BID/RFP/RFQ#: N/A

**Project Name / Contract Description:** ILA for November 2026 Election Services

**Name of Contractor:** Brazos County Elections Administrator

**CONTRACT TOTAL VALUE:** $ 95,000.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

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

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

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

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

This agreement is for the November 2026 General election. This election has been budgeted in the City Secretary's budget.

*(If required)**

**CRC Approval Date*:** N/A **Council Approval Date*:** 08/13/2026 **Agenda Item No*:** ------

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

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

**SIGNATURES RECOMMENDING APPROVAL**

| | |
|---|---|
| _____ | 7/31/2026 |
| DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT | DATE |
| _____ | _____ |
| ASST CITY MGR – CFO | DATE |
| _____ | _____ |
| LEGAL DEPARTMENT | DATE |

**APPROVED & EXECUTED**

| | |
|---|---|
| _____ | _____ |
| CITY MANAGER | DATE |
| _____ | _____ |
| MAYOR (if applicable) | DATE |
| _____ | _____ |
| CITY SECRETARY (if applicable) | DATE |

9.12.23 UPDATED

**INTERLOCAL GOVERNMENT AGREEMENT**
**Joint Election**

This agreement is made this 13 day of August, 2026, by and between Brazos County ("the County") and the City of College Station ("the City").

WHEREAS, Brazos County will conduct general elections on Tuesday, November 3, 2026; and

WHEREAS, the City of College Station will call for the general municipal elections to be held within the city limits of College Station, Texas, on November 3, 2026; and

WHEREAS, Brazos County, the City of College Station, and others will hold elections on the same day; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of the entities;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the City under the following terms and conditions, and the parties hereto agree with said conditions:

1. That there shall be one ballot that contains all appropriate races and propositions available for qualified voters of the two entities.

2. That there shall be one set of voting equipment to be used at the common polling places.

3. That election forms be used and records be maintained in a manner convenient and adequate to record and report the results of the election for the County and the City.

4. That the joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.

5. That each entity shall be responsible for the preparation, publication and Spanish translations of its own Notice of Election and Order of Election.

6. That the implementation, conduct and management of said election shall be by the Brazos County Elections Administrator. The Brazos County Elections Administrator is hereby designated as the Chief Election Official and Early Voting Clerk for the two entities for the elections to be held on November 3, 2026. The implementation, conduct and management of the election shall include, but not be limited to:

    A. The securing of qualified individuals to serve as election judges for each polling place.

    B. The securing of locations and facilities where the election is to be conducted.

    C. The securing of the election materials and supplies requisite to the proper administration of the election, and the programming and preparation of Hart Verity voting equipment to be used in the election.

    D. The securing of a contract with an independent, qualified contractor for election services and supplies.

E. The Brazos County Elections Administrator will be responsible for the conduct of joint early voting by personal appearance and by mail, with the City Secretary serving as Joint Early Voting Clerk.

7. The amount to be paid by the City to the County for services rendered by the County in the November 3, 2026, election is:

A. Brazos County will first fund all costs in full, other than the publication of each entity's Notice of Election.

B. The City of College Station will reimburse the County for certain costs as follows:

1. One-sixth (1/6) the cost for payment of the early voting election workers.

2. One-sixth (1/6) the cost paid to an independent, qualified contractor for election services and supplies.

3. Each entity shall fund one-sixth (1/6) the expenses of the election day polling places at vote centers as approved by the Secretary of State's Office.

4. One-sixth (1/6) of the cost of publication for all jointly required notices.

5. The cost of rental of two (2) DUO voting stations used in the precinct in which the City has items appearing on the ballot for that precinct.

6. One-sixth (1/6) the cost of the Early Ballot Board, Central Counting Station, the tabulation supervisor, and data processing manager.

7. Administrative fee of 10% for the City's portion of expenses as allowed in the Texas Election Code.

8. Should any of the five governmental entities that hold elections on the uniform election date (Brazos County, City of College Station, City of Bryan, Bryan ISD, College Station ISD, Brazos County Appraisal District) cancel all or part of their elections, then the distribution of expenses above shall be prorated accordingly.

9. The financial obligations of the parties under this agreement are payable from current revenues of the respective parties.

10. That the undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED AND AGREED this 13 day of August, 2026.

BRAZOS COUNTY

Thancock

Trudy Hancock, Elections Administrator

CITY OF COLLEGE STATION

_____ _____

Mayor City Attorney

Attest:

_____

City Secretary

**ACUERDO DE GOBIERNO INTERLOCAL**
**Elecciones Conjuntas**

El presente acuerdo se realiza el 13 día de agosto de 2026, por y entre el Condado de Brazos ("el Condado") y la Ciudad de College Station ("la Ciudad").

CONSIDERANDO, que el Condado de Brazos convocará elecciones generales el martes 3 de noviembre de 2026; y

CONSIDERANDO, que la Ciudad de College Station convocará elecciones municipales generales que se celebrarán dentro de los límites de la ciudad de College Station, Texas, el 3 de noviembre de 2026; y

CONSIDERANDO, que el Condado de Brazos, la Ciudad de College Station y otros celebrarán elecciones el mismo día, y

CONSIDERANDO, que las partes de este acuerdo desean que se celebren elecciones conjuntas que sean rentables y convenientes para los votantes de estas entidades;

AHORA, POR LO TANTO, SE ACUERDA que se celebrarán elecciones conjuntas por el Condado y la Ciudad bajo los siguientes términos y condiciones y que las partes aquí presentes están de acuerdo con dichas condiciones:

1. Que habrá una boleta que contenga todas las nominaciones apropiadas y las propuestas disponibles para los votantes calificados de las dos entidades.

2. Que habrá un juego de equipo de votaciones para ser utilizado en los sitios de votaciones comunes.

3. Que los formularios utilizados y los registros se mantengan de manera conveniente y adecuada para anotar y reportar los resultados de las elecciones para el Condado y para la Ciudad.

4. Que la tabulación conjunta de los resultados del distrito electoral se hará de manera que facilite el escrutinio independiente de los votos emitidos para las dos entidades.

5. Que cada entidad será responsable de la preparación, publicación y traducción al idioma español de sus propios documentos denominados Aviso de Elecciones y Orden de Elecciones.

6. Que la implementación, realización y manejo de dichas elecciones será dirigida por el Administrador de Elecciones del Condado de Brazos. El Administrador de Elecciones del Condado de Brazos es nombrado, por el presente acuerdo, como el Oficial Encargado de las Elecciones y el Oficial de las Elecciones Anticipada para las dos entidades, para las elecciones a celebrarse el 3 de noviembre de 2026. La implementación, realización y manejo de las elecciones incluirá, pero no se limitará a lo siguiente:

    A. Conseguir individuos calificados para servir como jueces de las elecciones para cada centro de votaciones.

B. Conseguir los lugares y las instalaciones donde se realizarán las elecciones.

C. Conseguir los materiales para las elecciones y demás materiales requeridos para administrar apropiadamente las elecciones; y la programación y preparación del equipo de votaciones Hart Verity a ser utilizado en las elecciones.

D. Conseguir un contrato con un contratista independiente y calificado para los servicios y materiales necesarios para las elecciones.

E. El Administrador de Elecciones del Condado de Brazos será el responsable de dirigir las votaciones anticipada en persona y por correo, en donde la secretaria de la Ciudad servirá como funcionaria de Votaciones Anticipada Conjuntas.

7. La cantidad que la Ciudad le deberá pagar al Condado por servicios ofrecidos por el Condado en las elecciones del 3 de noviembre de 2026 se menciona a continuación:

A. El Condado de Brazos primero pondrá todos los fondos para cubrir los gastos menos la publicación de la Aviso de Elecciones que deberá hacer cada entidad.

B. La Ciudad de College Station reembolsará al Condado ciertos costos de la siguiente manera:

1. Un sexto (1/6) del costo del pago a los empleados de las elecciones tempranas.

2. Un sexto (1/6) del costo pagado al contratista independiente y calificado por materiales y servicios prestados para las elecciones.

3. Cada entidad proporcionará un sexto (1/6) de los fondos para los gastos de los centros de votaciones el día de las elecciones, aprobado previamente por la Oficina de la Secretaría de Estado.

4. Un sexto (1/6) del costo de publicación de todas las notificaciones conjuntas necesarias.

5. El costo de alquiler de dos (2) equipos para votaciones Duo utilizados en los distritos electorales en donde la Ciudad tiene secciones que aparecen en la boleta para ese distrito.

6. Un sexto (1/6) del costo del pago remunerado de la Junta de Boleta de Elecciones Anticipada, de la Estación Central de Conteo, del supervisor de tabulación y del gerente de procesamiento de datos.

7. La cuota administrativa del 10% de los gastos pertenecientes a la porción de la Ciudad, como lo permite el Código de Elecciones de Texas.

8. Si alguna de las cinco entidades gubernamentales que celebra elecciones en la fecha de elecciones uniforme (Condado de Brazos, Ciudad de Bryan, Ciudad de College Station, Distrito Escolar Independiente de Bryan, Distrito Escolar Independiente de College Station, Distrito Central de Tasacion de Brazos) cancela todas o partes de sus elecciones, entonces la distribución de los gastos mencionados anteriormente se prorrateará como corresponde.

9. Las obligaciones financieras de las partes bajo este acuerdo se pagarán de los ingresos actuales de las partes respectivas.

10. Que los individuos que suscriben a continuación son representantes debidamente autorizados de los consejos administrativos correspondientes, y que sus firmas representan la adopción y aceptación de los términos y condiciones de este acuerdo.

APROBADO Y ACORDADO este día 13 del mes de agosto de 2026.

CONDADO DE BRAZOS

Thancock
_____
Trudy Hancock, Administradora de las Elecciones

CIUDAD DE COLLEGE STATION

_____ _____
Alcalde Abogado de la Ciudad

Doy fe:

_____
Secretaria de la Ciudad

**August 13, 2026**
**Item No. 6.3.**
**Ordering General and Special Election *(Ordenando Elecciones Generales y Especial)***

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on an ordinance authorizing a General and Special Election to be held on November 3, 2026, for the purpose of electing a Mayor, City Councilmember Place 1, City Councilmember Place 2, and to fill a vacancy for the two year remainder of the unexpired term of office of Councilmember Place 5, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. *(Presentación, discusión, y posible acción sobre una ordenanza que autoriza una Elección General y Especial para realizarse el 3 de noviembre de 2026, con el propósito de elegir a un Alcalde y a un Miembre del Consejo, Puesto número 1 , Miembre del Consejo, Puesto número 2, y para llenar una vacante para los dos aňos resto del mandato no vencido del Miembre del Consejo, Puesto número 5, por medio de los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones y tomando medidas para llevar a cabo las elecciones.)*

**Relationship to Strategic Goals:**

- Good Governance (Buen gobierno)

**Recommendation(s):** Approve as presented to the City Council. *(Recomendación): (Aprobar tal como se presentó ante el Consejo de la Ciudad.)*

**Summary:** The ordinance calls a general election to be held on November 3, 2026 and provides a run-off date for December 12, 2026 that is set by the Secretary of State. *(Resumen): (La ordenanza convoca a elecciones generales para celebrarse el 3 de noviembre de 2026 y establece una fecha de segunda vuelta para el 12 de diciembre de 2026 que fija el Secretario de Estado.)*

**Budget & Financial Summary:** The Brazos County Clerk provided a conservative estimate of $95,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz. *(Presupuesto y Resumen Financiero): (El Oficial del Condado de Brazos realizó un cálculo conservador de $95,000 para las elecciones de este año. El costo se dividirá entre las entidades indicadas en la boleta de votación. Este cálculo no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá ser publicada en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.)*

**Attachments:**
1. ORD Ordering General & Special Election 2026-English -- Final
2. ORD Ordering General Special Election 2026-Spanish -- Final

**ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING A GENERAL AND SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, FOR THE PURPOSE OF ELECTING A MAYOR AND CITY COUNCILMEMBER PLACE 1, CITY COUNCILMEMBER PLACE 2, AND TO FILL A VACANCY FOR THE TWO-YEAR REMAINDER OF THE UNEXPIRED TERM OF OFFICE OF COUNCILMEMBER, PLACE 5, BY THE QUALIFIED VOTERS OF THE CITY OF COLLEGE STATION; ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR CONDUCTING THE ELECTION.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION:**

**SECTION 1.** A general and special election is ordered to be held by the City of College Station (the "City") at the various polling places and election precincts within the corporate limits of the City, as hereinafter designated, on November 3, 2026 from the hours of 7:00 a.m. to 7:00 p.m. This general and special election will be conducted jointly with Brazos County and will be administered for the City by the Brazos County Elections Administrator, but this general and special election is not a county-wide election. At the general election, the qualified voters of the City will elect a Mayor, City Councilmember for Place 1, and City Councilmember for Place 2 with each position having a term of four years. At the special election, the qualified voters of the City will elect a candidate to fill a vacancy in the office of Councilmember, Place 5, for the two-year remainder of the unexpired term of that office.

**SECTION 2.** Should any candidate in the general election fail to receive a majority vote, then in that event a runoff election shall be ordered for every place in the general election to which no one was elected as required by Section 17(d) of the City Charter, as amended. Should any candidate in the general election fail to receive a majority vote, then in that event a runoff election shall be ordered for every place in the general election to which no one was elected as required by Section 17(d) of the City Charter, as amended. In the event it becomes necessary to conduct a runoff election, a runoff shall be held on Saturday, December 12, 2026, or as amended, and designated by the Texas Secretary of State. Canvass of the returns of the runoff election, if necessary, shall be held no earlier than the 3rd day and no later than the 14th day following the date of the runoff election or on the next regular business day if the 14th day falls on a Saturday, Sunday, or official state holiday.

**SECTION 3.** The Vote Centers (polling locations) for College Station for this election shall be as follows:

| Vote Centers | Vote Centers |
|---|---|
| Millican United Methodist Church<br>22029 Kathy Fleming Rd.<br>Millican, Texas | Legends Event Center<br>2533 Midtown Park Blvd.<br>Bryan, Tx |

| | |
|---|---|
| College Station Meeting & Training Facility<br>1603 Graham Road<br>College Station, Texas | Castle Heights Baptist Church<br>4504 E. Hwy 21<br>Bryan, Texas |
| Galilee Baptist Church<br>804 N. Logan<br>Bryan, Texas | St. Francis Episcopal Church<br>1101 Rock Prairie Road<br>College Station, Texas |
| Zion Church of Kurten<br>977 N. FM 2038<br>Kurten, Texas | A&M Church of Christ<br>2475 Earl Rudder Freeway<br>College Station, Texas |
| Parkway Baptist Church<br>1501 Southwest Parkway<br>College Station, Texas | Arena Hall<br>2906 Tabor Road<br>Bryan, Texas |
| College Heights Assembly of God<br>4100 Old College Rd.<br>Bryan, Texas | Brazos Center<br>3232 Briarcrest Drive<br>Bryan, Texas |
| First Baptist Church - Bryan<br>3100 Cambridge Drive<br>Bryan, Texas | Wellborn Baptist Church<br>14575 FM 2154 Rd<br>College Station, Texas |
| Beacon Baptist Church<br>2001 East Villa Maria Road<br>Bryan, Texas | Living Hope Baptist Church<br>4170 State Highway 6 South<br>College Station, Texas |
| Bryan Ballroom<br>701 Palasota Dr.<br>Bryan, Texas | Church of the Nazarene<br>2122 E William J Bryan Pkwy<br>Bryan, Texas |
| Brazos County Election Admin Office<br>**Ruth McLeod Training Room**<br>300 East Wm J. Bryan Pkwy, Suite 100<br>Bryan, Texas | Justice of the Peace Pct 1<br>412 William D Fitch Pkwy,<br>College Station, Texas |
| Memorial Student Center Room L526 (MSC)<br>Texas A&M Campus, Joe Routt Blvd.<br>College Station, Texas | Rellis Campus Chapel & Assembly Hall<br>1555 Avenue D.<br>Bryan, Texas |
| Lincoln Center<br>1000 Eleanor<br>College Station, Texas | Christ Church<br>4201 Texas 6 Frontage Rd,<br>College Station, Texas |
| College Station City Hall (Bush 4141)<br>1101 Texas Avenue<br>College Station, Texas | Castlegate II<br>4205 Norwich Dr.<br>College Station, Texas |
| College Station ISD Administration Building<br>1812 Welsh<br>College Station, Texas | Crestview at Arbor Oaks<br>2505 E Villa Maria Rd,<br>Bryan, Texas |

**SECTION 4.** Joint early voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance for the general and special election shall be October 19 through October 30, 2026. Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance. The Early Voting Clerk for said elections shall be the Brazos County Elections Administrator. She shall determine the number of election workers to be hired and arrange for training of all election workers. Early voting by personal appearance for the general and special election shall be conducted jointly at the locations and on the following dates and times specified by the Brazos County Elections Administrator:

| |
|---|
| **Brazos County Election Administrator Office** (McLeod Training Rm) – 300 East Wm. J. Bryan Pkwy, Suite 100, Bryan, Texas |
| **Arena Hall** – 2906 Tabor Road, Bryan, Texas |
| **Galilee Baptist Church** – 804 N. Logan, Bryan, Texas |
| **College Station Meeting & Training Facility** (Utilities) – 1603 Graham Road, College Station, Texas |
| **Memorial Student Center** (MSC) –Texas A&M Campus, Room L526, College Station, Texas |

| | |
|---|---|
| October 19 – October 23<br>(Monday – Friday) | 8:00 am – 5:00 pm |
| October 24<br>(Saturday) | 7:00 am – 7:00 pm |
| October 25<br>(Sunday) | 10:00 am – 4:00 pm |
| October 26 – October 30<br>(Monday - Friday) | 7:00 am – 7:00 pm |

**SECTION 5.** Early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code. The address of 300 E. William J Bryan, Suite 100, Bryan, Texas, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City.

**SECTION 6.** All early votes and other votes to be processed in accordance with early voting procedures pursuant to the Texas Election Code shall be delivered to the Early Voting Ballot Board at the Brazos County Election Administrator's office. Early votes shall be counted at the central counting station. The Early Voting Ballot Board shall perform in accordance with applicable provisions of the Election Code.

**SECTION 7.** A Direct Record Electronic ("DRE") System, as the term is defined in the Texas Election Code, shall be utilized in connection with the election. This system shall be utilized for all early voting as well as for all precinct voting conducted on Election Day. The Brazos County Elections Administrator will appoint a programmer, who shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and in each of

the various precincts on Election Day. The central counting station is established as the Brazos Center, 3232 Briarcrest Drive, Bryan, Texas.

**SECTION 8.** The Brazos County Elections Administrator will appoint the Early Voting Ballot Board, a Presiding Judge of the Central Counting Station, a Tabulation Supervisor of the Central Counting Station, and a Central Counting Station Manager.

**SECTION 9.** The election will be held in accordance with the provisions of the Charter and Ordinances of the City of College Station and the laws of the State of Texas.

**SECTION 10.** Notice of the election, including a Spanish translation thereof, will be published at least once in a newspaper published in College Station on or after October 4, 2026, and on or before October 24, 2026, and will be posted on the bulletin board at City Hall on or before September 16, 2026.

**SECTION 11.** A writ of election as required by the Texas Election Code will be delivered on or before October 19, 2026, by the Brazos County Elections Administrator to the presiding and alternate judges of each election precinct in which the election is ordered to be held.

**SECTION 12.** Testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with Subchapter D of Chapter 127 of the Texas Election Code.

**SECTION 13.** If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

**SECTION 14.** That this ordinance shall be effective immediately upon adoption.

**APPROVED AND ADOPTED** by the City Council of the City of College Station this 13th day of August, 2026.

**CITY OF COLLEGE STATION:**

_____

**John P. Nichols, Mayor**

**ATTEST:**

_____

**Tanya Smith, City Secretary**

**APPROVED AS TO FORM:**

_____

**Adam C. Falco, City Attorney**

**ORDENANZA NÚMERO _____**

**UNA ORDENANZA AUTORIZANDO QUE SE CELEBREN ELECCIONES GENERALES Y ESPECIALES EL DÍA 3 DE NOVIEMBRE DE 2026, CON EL PROPÓSITO DE ELEGIR UN ALCALDE, MIEMBRO DEL CONSEJO PUESTO NÚMERO 1, MIEMBRO DEL CONSEJO PUESTO NÚMERO 2 Y LLENAR EL PUESTO VACANTE PARA UN TÉRMINO SIN CADUCAR DE DOS AÑOS PARA MIEMBRO DEL CONSEJO PUESTO NÚMERO 5, POR LOS VOTANTES CALIFICADOS DE LA CIUDAD DE COLLEGE STATION; ESTABLECIENDO SITIOS DE VOTACIONES TEMPRANAS Y CENTROS DE VOTACIONES PARA LAS ELECCIONES; Y ESTABLECER LAS ESTIPULACIONES NECESARIAS PARA REALIZAR LAS ELECCIONES.**

**SEA DISPUESTO POR EL CONSEJO DE LA CIUDAD DE COLLEGE STATION:**

**SECCIÓN 1.** Se ordena que se celebren elecciones generales y especiales de la Ciudad de College Station (la "Ciudad") en los diferentes centros de votaciones y distritos electorales dentro de los límites corporativos de la Ciudad, como se designa de aquí en adelante, el 3 de noviembre de 2026, de las 7:00 a.m. a las 7:00 p.m. Estas elecciones generales y especiales se realizarán conjuntamente con el Condado de Brazos y será administrado para la Ciudad por el Oficial de Elecciones del Condado de Brazos; pero estas elecciones generales y especiales no son elecciones para todo el condado. En las elecciones generales, los votantes calificados de la Ciudad elegirán un Alcalde, Miembro del Consejo Puesto número 1 y Miembro del Consejo Puesto número 2, en donde cada puesto tendrá un término de cuatro años. En las elecciones especiales, los votantes calificados de la Ciudad elegirán un candidato para llenar el puesto vacante para Miembro del Consejo Puesto número 5 para el término restante de dos años que quedan sin caducar.

**SECCIÓN 2.** Si algún candidato en las elecciones generales no recibiera la mayoría de los votos, entonces, en esa ocasión se ordenarán elecciones de segunda vuelta para cada puesto en las elecciones generales en las cuales ningún candidato fue elegido, como lo exige la Sección 17 (d) de la Escritura de Constitución de la Ciudad, como aparece en la enmienda. En caso de que algún candidato en la elección general no reciba la mayoría de los votos, entonces en ese caso se ordenará una segunda vuelta electoral para cada puesto en la elección general para el cual no se eligió a nadie, como lo exige la Sección 17(d) de la Carta Municipal, según enmendada. En caso de que sea necesario llevar a cabo una segunda vuelta electoral, ésta se celebrará el sábado 12 de diciembre de 2026, o según sea enmendado, y designado por el Secretario de Estado de Texas. El recuento de votos de las elecciones de segunda Vuelta, si fuera necesario, no se harán antes del tercer día ni después del décimo cuarto día después de la fecha de elecciones de segunda vuelta o en el siguiente día hábil si el décimo cuarto día cae en sábado, domingo o feriado oficial del estado.

**SECCIÓN 3.** Los Centros de Votaciones (sitios de elecciones) para College Station para estas elecciones serán los siguientes:

| Centros de Votaciones | Centros de Votaciones |
|---|---|
| Millican United Methodist Church<br>**[Iglesia Metodista Unida de *Millican*]**<br>22029 Kathy Fleming Rd.<br>Millican, Texas | Legends Event Center<br>**[Centro de Eventos *Legends*]**<br>2533 Midtown Park Blvd.<br>Bryan, Tx |

| | |
|---|---|
| College Station Meeting & Training Facility<br>[**Centro de Conferencias y de Capacitación de College Station**]<br>1603 Graham Road<br>College Station, Texas | Castle Heights Baptist Church<br>**[Iglesia Bautista *Castle Heights*]**<br>4504 E. Hwy 21<br>Bryan, Texas |
| Galilee Baptist Church<br>[**Iglesia Bautista *Galilee***]<br>804 N. Logan<br>Bryan, Texas | St. Francis Episcopal Church<br>**[Iglesia Episcopal *St. Francis*]**<br>1101 Rock Prairie Road<br>College Station, Texas |
| Zion Church of Kurten<br>[**Iglesia *Zion* de Kurten**]<br>977 N. FM 2038<br>Kurten, Texas | A&M Church of Christ<br>**[A&M Iglesia de Cristo]**<br>2475 Earl Rudder Freeway<br>College Station, Texas |
| Parkway Baptist Church<br>**[Iglesia Bautista *Parkway*]**<br>1501 Southwest Parkway<br>College Station, Texas | Arena Hall<br>[**Salón Arena**]<br>2906 Tabor Road<br>Bryan, Texas |
| College Heights Assembly of God<br>**[Iglesia *College Heights Assembly of God*]**<br>4100 Old College Rd.<br>Bryan, Texas | Brazos Center<br>**[Centro del Condado de Brazos]**<br>3232 Briarcrest Drive<br>Bryan, Texas |
| First Baptist Church - Bryan<br>**[Iglesia *First Baptist* de Bryan]**<br>3100 Cambridge Drive<br>Bryan, Texas | Wellborn Baptist Church<br>**[Iglesia Bautista de Wellborn]**<br>14575 FM 2154 Rd<br>College Station, Texas |
| Beacon Baptist Church<br>**[Iglesia Bautista *Beacon*]**<br>2001 East Villa Maria Road<br>Bryan, Texas | Living Hope Baptist Church<br>**[Iglesia Bautista *Living Hope*]**<br>4170 State Highway 6 South<br>College Station, Texas |
| Bryan Ballroom<br>**[Salon de Bryan]**<br>701 Palasota Dr.<br>Bryan, Texas | Church of the Nazarene<br>[**Iglesia del Nazareno**]<br>2122 E William J Bryan Pkwy<br>Bryan, Texas |
| Brazos County Election Admin Office<br>**Ruth McLeod Training Room**<br>**[Oficina Administrativa de Elecciones del Condado de Brazos **Salón de Capacitación Ruth McLeod**]**<br>300 East Wm J. Bryan Pkwy, Suite 100<br>Bryan, Texas | Justice of the Peace Pct 1<br>**[Juzgado de paz Distrito 1]**<br>412 William D Fitch Pkwy.<br>College Station, Texas |
| Memorial Student Center Room L526 (MSC)<br>**[Centro Conmemorativo de Estudiantes (MSC) Salón L526]**<br>Texas A&M Campus, Joe Routt Blvd.<br>College Station, Texas | Rellis Campus Chapel & Assembly Hall<br>**[Campus de Rellis – Capilla y salón de actos]**<br>1555 Avenue D.<br>Bryan, Texas |

| | |
|---|---|
| Lincoln Center<br>**[Centro *Lincoln*]**<br>1000 Eleanor<br>College Station, Texas | Christ Church<br>**[Iglesia de Cristo]**<br>4201 Texas 6 Frontage Rd.<br>College Station, Texas |
| College Station City Hall (Bush 4141)<br>**[Municipalidad de la Ciudad de College Station (Bush 4141)]**<br>1101 Texas Avenue<br>College Station, Texas | Castlegate II<br>**[Castlegate II]**<br>4205 Norwich Dr.<br>College Station, Texas |
| College Station ISD Administration Building<br>**[Edificio Administrativo del Distrito Escolar Independiente de College Station]**<br>1812 Welsh<br>College Station, Texas | Crestview at Arbor Oaks<br>**[Crestview en Arbor Oaks]**<br>2505 E Villa Maria Rd.<br>Bryan, Texas |

**SECCIÓN 4.** Las elecciones tempranas conjuntas se realizarán en persona y por correo. El período para las votaciones anticipada en persona para las elecciones generales y especiales será del 19 de octubre al 30 de octubre de 2026. Las boletas electorales de escaneo óptico serán utilizadas para las votaciones anticipada por correo y las máquinas electrónicas de registro directo serán utilizadas para las votaciones anticipada en persona. El Oficial de las Votaciones Anticipada para dichas elecciones será el Oficial de Elecciones del Condado de Brazos. Ella determinará el número de personas a contratar y hará los arreglos necesarios para la capacitación de todas las personas contratadas para trabajar en las elecciones. Las votaciones anticipadas en persona para las elecciones generales y especiales serán dirigidas conjuntamente en los centros de votaciones generales y especiales serán conducidas conjuntamente en los sitios y en las fechas y horarios señalados por el Oficial de Elecciones del Condado de Brazos:

| |
|---|
| Brazos County Election Administrator Office (McLeod Training Rm)<br>**[Oficina Administrativa de Elecciones del Condado de Brazos (Salón de Capacitación Ruth McLeod)]**<br>– 300 East Wm. J. Bryan Pkwy, Suite 100, Bryan, Texas |
| Arena Hall<br>[**Salón Arena**]<br>– 2906 Tabor Road, Bryan, Texas |
| Galilee Baptist Church<br>[**Iglesia Bautista *Galilee***]<br>– 804 N. Logan, Bryan, Texas |
| College Station Meeting & Training Facility (Utilities)<br>[**Centro de Conferencias y de Capacitación de College Station**]<br>– 1603 Graham Road, College Station, Texas |
| College Station City Hall (Bush 4141)<br>**[Municipalidad de la Ciudad de College Station (Bush 4141)]**<br>– 1101 Texas Avenue, College Station, Texas |

| | |
|---|---|
| del 19 al 23 de octubre<br>(de lunes a viernes) | 8:00 am – 5:00 pm |
| El 24 de octubre<br>(sábado) | 7:00 am – 7:00 pm |

| | |
|---|---|
| El 25 de octubre (domingo) | 10:00 am – 4:00 pm |
| Del 26 de octubre al 30 de octubre (de lunes a viernes) | 7:00 am – 7:00 pm |

**SECCIÓN 5.** Las votaciones anticipadas por correo serán realizadas de acuerdo con las estipulaciones aplicables del Código Electoral de Texas. La dirección: 300 E. William J Bryan, Suite 100, Bryan, Texas, será la dirección del Oficial de las Votaciones Anticipada a donde se podrán enviar las solicitudes de boletas electorales y las boletas electorales con los votos emitidos para las elecciones de la Ciudad.

**SECCIÓN 6.** Todos los votos de las votaciones anticipada y demás votos seguirán los procedimientos de las votaciones anticipada según el Código Electoral de Texas y serán entregados a la Junta de Boleta de Votaciones Anticipada en la oficina del Oficial de Elecciones del Condado de Brazos. Los votos anticipados serán contados en la estación central de conteo. La Junta de Boleta de Votaciones Anticipada desempeñará su cargo de acuerdo con las estipulaciones aplicables del Código Electoral.

**SECCIÓN 7.** Un Sistema Directo de Registro Electrónico ("DRE, por sus siglas en el idioma inglés"), como se define el término en el Código Electoral de Texas, será utilizado en conexión con las elecciones. Este sistema será utilizado para todas las votaciones anticipada, así como también para todas las votaciones realizadas en los distritos electorales el Día de las Elecciones. El Oficial de Elecciones del Condado de Brazos nombrará a un programador para preparar un programa para el equipo de tabulación automático. Se proporcionará suficiente equipo para votar en las votaciones anticipada, así como también en cada uno de los diferentes distritos electorales el Día de las Votaciones. La estación central de conteo se establecerá en el Centro del Condado de Brazos, 3232 Briarcrest Drive, Bryan, Texas.

**SECCIÓN 8.** El Oficial de Elecciones del Condado de Brazos nombrará a la Junta de Boleta de Votaciones Anticipada, un Juez que presidirá en la Estación Central de Conteo, un-Supervisor de Tabulación de la Estación Central de Conteo y un Gerente de la Estación Central de Conteo.

**SECCIÓN 9.** Las elecciones se celebrarán de acuerdo con las provisiones de los Estatutos y Ordenanzas de la Ciudad de College Station y con las leyes del Estado de Texas.

**SECCIÓN 10.** La Notificación de las Elecciones, incluyendo la respetiva traducción al idioma español, se publicarán por lo menos una vez en un periódico publicado en la ciudad de College Station el día 4 de octubre de 2026 o después de esa fecha, y el día 24 de octubre de 2026 o antes de esa fecha, y se colocará en el tablero de avisos de la Municipalidad de la Ciudad el día 16 de septiembre de 2026 o antes de esa fecha.

**SECCIÓN 11.** Una orden de elecciones, requerida por el Código Electoral de Texas, será entregada el día 19 de octubre de 2026, o antes de esa fecha, por el Oficial de Elecciones del Condado de Brazos, al juez que preside y a los jueces alternos de cada distrito electoral en el cual se dispone a celebrar elecciones.

**SECCIÓN 12.** Se harán las respectivas pruebas del equipo de tabulación automático y los resultados de dichas pruebas se entregarán y se harán saber de acuerdo con el Subcapítulo D del Capítulo 127 del Código Electoral de Texas.

**SECCIÓN 13.** Si alguna parte de esta Ordenanza se considera inválida por una corte de jurisdicción competente, las provisiones restantes de esta Ordenanza permanecerán en efecto y en plena vigencia.

**SECCIÓN 14.** Que esta ordenanza entrará en efecto inmediatamente después de ser adoptada.

**APROBADA Y ADOPATADA** por el Consejo de la Ciudad de College Station este décimo tercero día del mes de agosto de 2026.

**CIUDAD DE COLLEGE STATION:**

_____
**John P. Nichols, Alcalde**

**DOY FE:**

_____
**Tanya Smith, Secretaria de la Ciudad**

**APROBADA EN CUANTO A FORMA:**

_____
**Adam C. Falco, Abogado Interino de la Ciudad**

**August 13, 2026**
**Item No. 6.4.**
**Impact Fee Semi-Annual Report**

**Sponsor:** Carol Cotter

**Reviewed By CBC:** Impact Fee Advisory Committee

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

**Relationship to Strategic Goals:**

- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy
- Improving Mobility

**Recommendation(s):** The Impact Fee Advisory Committee (IFAC) heard this item at their meeting on July 31, 2026. A Final Report of their meeting will be provided at the dais ahead of the Council meeting. Staff recommends that Council acknowledge and accept the Semi-Annual Report – No further action is required at this time.

**Summary:** The City of College Station adopted “System-Wide” Impact Fees for water, wastewater, and roadways in the latter part of 2016. In accordance with the Texas Local Government Code, the initial five-year updates were completed on November 22, 2021. The next round of five-year update studies, scheduled for this year, is currently underway, with completion anticipated by the end of the year and adoption expected in early 2027.

The Texas Local Government Code requires Semi-Annual Reporting to monitor the progress of impact fees and to determine if an update to the fee study is necessary before the statutory five-year requirement. Other than the programmed increase to the collection rates, there have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. Residential multifamily permit activity in Zone B is trending higher than projected growth numbers, driven largely by several high-rise apartments now under construction.

This report documents the period of October 1, 2025, to March 31, 2026, and includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues.

**Budget & Financial Summary:** N/A

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

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**MEMORANDUM**

**DATE:** May 14, 2026

**TO:** Impact Fee Advisory Committee

**FROM:** Carol Cotter, P.E., City Engineer

**SUBJECT:** Semi-Annual Report - System-Wide Impact Fees for Water, Wastewater, and Roadway

The City of College Station adopted "System-Wide" Impact Fees for water, wastewater, and roadways in the latter part of 2016. In accordance with the Texas Local Government Code, the initial five-year updates were completed on November 22, 2021. The next round of five-year update studies, scheduled for this year, is currently underway, with completion anticipated by the end of the year and adoption expected in early 2027.

Texas Local Government Code requires Semi-Annual Reporting to monitor the progress of impact fees and to determine if an update to the fee study is necessary before the statutory five-year requirement. Other than the programmed increase to the collection rates, there have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. Residential multifamily permit activity in Zone B is trending higher than projected growth numbers, driven largely by several high-rise apartments now under construction.

This report documents the period of October 1, 2025, to March 31, 2026, and includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues.

Staff recommends that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

**Impact Fee Advisory Committee (IFAC)**

The Impact Fee Advisory Committee (IFAC) has been established, and its rules of procedure are prescribed by Chapter 107 (Impact Fees) of the City of College Station Code of Ordinances. The role of the IFAC is to:

1. Advise and assist the city in adopting Land Use Assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

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**System-Wide Impact Fees**

System-wide impact fees for water and wastewater were adopted September 22, 2016, with roadway impact fees following on November 10, 2016. Maximum assessable rates were adopted, and reduced collection rates implemented. Water and wastewater fees were phased in, starting at 50% of the collection rate in the first year with full collection rates the following year. Roadway impact fees were phased in, beginning with zero fee collection in year one and 50% in year two. Full implementation of the initial collection rates occurred in December 2018.

A statuary 5-year update of the water, wastewater and roadway impact fee programs was completed November 22, 2021. Amendments to the land use assumptions and capital improvements plans were adopted, including resultant maximum assessable rates and associated collection rates, and became effective on January 1, 2022. The collection rate for residential developments was increased by 10% from the previous rates and became effective March 1, 2022. The service area for roadway impact fees remained unchanged, bounded by the city limits. Service areas for system-wide water and wastewater impact fees were adjusted to respective services areas within the city limits, removing areas of the City's extra-territorial jurisdiction (ETJ). In July of 2023, residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees, beginning January 1, 2024, and again on January 1 of 2025 and 2026. The amendments have been incorporated in the semi-annual report.

Status of the impact fee programs are presented in the following tables.

**Impact Fee Program Overview**

| Impact Fee | Adopted Max Rate | Collection Rate per Service Unit* | | Total Estimated Capital Costs of IF Projects | Recoverable Costs at Max Rate (2021 – 2031) | Recoverable Cost at Collection Rate (2021-2031) ** |
|---|---|---|---|---|---|---|
| | | Res | Non-Res | | | |
| **Water** | $3,877 | $2,325 | $500 | $67,722,554 | $54,457,437 | $11.8M |
| **Wastewater** | $5,572 | $3,300 | $3,000 | $189,748,166 | $71,917,188 | $24.2M |
| **Roadway A** | $499 | $499 | $80 | $13,915,012 | $9,052,650 | $3.4M |
| **Roadway B** | $1,261 | $1,261⁺ | $80 | $48,390,353 | $20,114,165 | $5.9M |
| **Roadway C** | $2,127 | $1,514 | $80 | $78,250,564 | $25,687,488 | $8.9M |
| **Roadway D** | $3,452 | $1,514 | $80 | $74,492,580 | $57,399,762 | $5.7M |
| **Roadway Totals** | | | | $215,048,509 | $112,254,065 | $23.7M |

* Refer to Collection Rate Adjustment Schedule table for programmed collection rates.

** Recoverable costs include programmed collection rate adjustments.

⁺ For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of $1,072.

**Collection Rate Implementation**

Initial Impact Fee Adoption

| Impact Fee | Maximum Assessable Rate/Service Unit | Collection Rate Per Service Unit | | | |
|---|---|---|---|---|---|
| | | Residential | | | Non-Residential |
| | 2016 | 2016 | 2017 | 2018 | 2016-Current |
| **Water** | $2,917 | $250 | $500 | $500 | $500 |
| **Wastewater** | $5,519 | $1,500 | $3,000 | $3,000 | $3,000 |
| **Roadway A** | $1,061 | $0 | $187.50 | $375 | $80 |
| **Roadway B** | $1,072 | $0 | $187.50 | $375 | $80 |
| **Roadway C** | $2,556 | $0 | $187.50 | $375 | $80 |
| **Roadway D** | $4,004 | $0 | $187.50 | $375 | $80 |

Effective Dates began December 1st of each year

5-Year Update and 2023 Programmed Collection Rate Increases

| Impact Fee | Maximum Assessable Rate/Service Unit | Collection Rate Per Service Unit | | | | |
|---|---|---|---|---|---|---|
| | | Residential | | | | Non-Residential |
| | Mar 2022 | Mar 2022 | Jan 2024 | Jan 2025 | Jan 2026 | 2016-Current |
| **Water** | $3,877 | $550 | $1,950 | $2,150 | $2,325 | $500 |
| **Wastewater** | $5,519 | $3,300 | $3,300 | $3,300 | $3,300 | $3,000 |
| **Roadway A** | $499 | $438.83 | $499 | $499 | $499 | $80 |
| **Roadway B** | $1,261 | $438.83 | $897 | $1,163 [+] | $1,261 [+] | $80 |
| **Roadway C** | $2,127 | $438.83 | $897 | $1,163 | $1,514 | $80 |
| **Roadway D** | $3,452 | $438.83 | $897 | $1,163 | $1,514 | $80 |

[+] For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of $1,072.

The following table shows the roadway impact fee revenues collected and allocated by fiscal year since the initial adoption in 2016.

**Impact Fee Revenues and Allocations as of March 31, 2026**

| Impact Fee | | FY17 | FY18 | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | 1st 6-Month Period FY26 | Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Water** | Revenue | $45,075 | $339,325 | $335,400 | $381,880 | $420,200 | $474,025 | $328,370 | $570,640 | $1,140,680 | $724,560 | $4,760,155 |
| | Allocated | - | $359,152 | $301,933 | $290,000 | $295,000 | $350,000 | $600,000 | $500,000 | $600,000 | - | $3,296,085 |
| **Wastewater** | Revenue | $155,475 | $1,606,025 | $1,575,150 | $1,666,800 | $2,243,700 | $2,333,880 | $1,725,705 | $1,704,720 | $2,411,235 | $1,022,595 | $16,445,285 |
| | Allocated | - | $330,075 | $328,881 | $1,175,000 | $2,180,000 | $2,600,000 | $3,500,000 | $2,000,000 | $2,500,000 | - | $14,613,956 |
| **Roadway A** | Revenue | $0 | $40,893 | $81,193 | $123,327 | $117,261 | $454,618 | $142,401 | $90,148 | $93,002 | $130,806 | $1,273,649 |
| | Allocated | - | - | - | - | $17,500 | $300,000 | $450,000 | - | - | - | $767,500 |
| **Roadway B** | Revenue | $0 | $32,671 | $80,625 | $427,118 | $538,988 | $494,585 | $316,257 | $974,038 | $2,690,783 | $2,059,285 | $7,614,349 |
| | Allocate | - | - | - | - | $467,500 | $150,000 | - | - | $1,200,000 | - | $1,817,500 |
| **Roadway C** | Revenue | $0 | $156,540 | $391,243 | $186,979 | $194,634 | $255,872 | $205,679 | $423,207 | $676,722 | $266,602 | $2,757,480 |
| | Allocated | - | - | $525,833 | - | $17,500 | $250,000 | $400,000 | - | - | - | $1,193,333 |
| **Roadway D** | Revenue | $0 | $33,000 | $150,526 | $79,161 | $85,404 | $288,661 | $229,382 | $47,212 | $446,103 | $115,226 | $1,474,674 |
| | Allocated | - | - | - | - | $17,500 | $300,000 | $450,000 | - | - | - | $767,500 |
| **Totals** | Revenue | $0 | $263,104 | $703,587 | $816,585 | $936,287 | $1,493,736 | $893,719 | $1,534,605 | $3,906,610 | $2,571,919 | $13,120,152 |
| | Allocated | - | - | $525,833 | - | $520,000 | $1,000,000 | $1,300,000 | - | $1,200,000 | - | $4,545,833 |

Impact fees may only be spent on eligible projects identified in the impact fee capital improvement plan of the respective program, and for roadway impact fees spent within the respective impact fee zone. The projects that have received impact fee funding are listed in the following tables. Actual project costs are also included for those recipient projects that have been completed. The project identifiers included in the table were established in the impact fee capital improvement plans adopted with 5-year update in 2021.

## Water Impact Fee Allocations

| | Project | FY18 | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | FY26 | Total Allocations | Study Estimated Cost | Actual Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| F | Well #9 and Collection Line | $359,152 | $301,933 | $290,000 | $445,000 | $350,000 | $600,000 | $500,000 | $600,000 | - | $3,446,085 | $7,623,202 | $6,540,908 |
| N | SH6 Water Line Phases 1 and 2 | | | | | | | | | | | $1,036,568 | $1,036,568 |
| O | SH6 Water Line Phase 3 | | | | | | | | | | | $3,050,000 | $2,917,803 |
| P | 3.0 MG Elevated Storage Tank and Pressure Reducing | | | | | | | | | | | $8,690,000 | $7,909,690 |
| 4 | Water Supply Well No. 10 | | | | | | | | | | | $19,223,900 | Under Construction |
| R | Impact Fee Study Update | - | - | - | $150,000 | - | - | - | - | - | $150,000 | $150,000 | $150,000 |
| | Total | $359,152 | $301,933 | $290,000 | $445,000 | $350,000 | $600,000 | $500,000 | $600,000 | | $3,446,085 | $39,773,670 | |

## Wastewater Impact Fee Allocations

| | Project | FY18 | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | FY26 | Total Allocations | Study Estimated Cost | Actual Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| C | Lick Creek Trunk Line | $330,075 | $328,881 | $1,175,000 | $2,180,000 | $2,600,000 | $3,500,000 | $2,000,000 | $2,500,000 | - | $14,613,956 | $14,020,058 | $14,124,757 |
| E | Northeast Trunk Line Phases 1 and 2 | | | | | | | | | | | $6,558,738 | $4,947,739 |
| M | Carters Creek Diversion Lift Station Phase 1 | | | | | | | | | | | $13,900,00 | $13,719,532 |
| N | Lick Creek WWTP Phase 1 Expansion | | | | | | | | | | | $39,014,049 | $39,550,746 |
| L | Northeast Trunk Line Phases 3 and 4 | | | | | | | | | | | $13,861,000 | In Design |
| 3 | Alum Creek Sewer Trunk Line | | | | | | | | | | | $11,136,600 | In Design |
| O | Impact Fee Study Update | - | - | - | $174,150 | - | - | - | - | - | $174,150 | $174,150 | $174,150 |
| | Total | $330,075 | $328,881 | $1,175,000 | $2,354,150 | $2,600,000 | $3,500,000 | $2,000,000 | $2,500,000 | - | $14,788,106 | $84,778,495 | |

## Roadway Impact Fee Allocations per Project

| Project | | Zone | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | FY26 | Total Allocations | Study Estimated Cost | Actual Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A-5/A-6 | Rock Prairie Road (SH6 to Town Lake) | A | - | - | - | $300,000 | $450,000 | - | - | - | $750,000 | | |
| D-1/D-2 | | D | - | - | - | $300,000 | $450,000 | - | - | - | $750,000 | $7,300,000 | $8,638,595 |
| B-3/C-1 | Rock Prairie Road West | B | - | - | $450,000 | $150,000 | - | - | - | - | $600,000 | $5,859,868 | $6,591,068 |
| B-9 | Jones Butler Road Extension/ Roundabout | B | - | - | - | - | - | - | $1,200,000 | - | $1,200,000 | $9,652,780 | In Design |
| C-4/C-5 | Capstone/Barron Realignment | C | $525,833 | - | - | $250,000 | $400,000 | - | - | - | $1,175,833 | $7,478,552 | In Design |
| | Impact Fee Study Update | All | - | - | $70,000 | - | - | - | - | - | $70,000 | $70,000 | $70,000 |
| | Total | | $525,833 | - | $520,000 | $1,000,000 | $1,300,000 | - | $1,200,000 | - | $4,545,833 | $22,991,200 | |

Roadway impact fee projects are funded through a combination of collected impact fee revenues, developer-constructed projects from the impact fee capital improvement plan, and city-funded public dollars from ad valorem taxes.

**Impact Fee Capital Improvement Plan Implementation as of March 31, 2026**

| Impact Fee | Impact Fees Allocated | Developer Constructed (Estimated) | City Funded | Total Capital Project Expenditures |
|---|---|---|---|---|
| **Water** | $3,296,085 | $120,000 | $42,628,564 | $46,044,649 |
| **Wastewater** | $14,613,956 | $690,000 | $84,523,312 | $99,827,268 |
| **Roadway A** | $767,500 | $0 | $4,176,497 | $4,943,997 |
| **Roadway B** | $1,817,500 | $0 | $31,023,404 | $32,840,904 |
| **Roadway C** | $1,193,333 | $77,667 | $42,321,160 | $43,592,160 |
| **Roadway D** | $767,500 | $777,500 | $14,224,815 | $15,769,815 |
| **Roadway Totals** | $4,545,833 | $855,167 | $91,745,876 | $97,146,876 |

**Recommendation:**
Staff recommend that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

**Attachments:**
1. Future Land Use Map
2. Service Area Maps - Water, Wastewater, and Roadway
3. Status of the Impact Fee Capital Improvements Plans – Water, Wastewater, and Roadway



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# FIGURE 2-1
# CITY OF COLLEGE STATION
## WATER AND WASTEWATER IMPACT FEE UPDATE
## FUTURE LAND USE

### LAND USE

- Urban Center
- Neighborhood Center
- General Commercial
- Neighborhood Commercial
- Business Center
- Urban Residential
- Mixed Residential
- Suburban Residential
- Estate Residential
- Rural
- Neighborhood Conservation
- Medical
- Wellborn
- Institutional/Public
- Texas A&M University
- Parks & Greenways
- Natural Areas
- Redevelopment Areas

### LEGEND

- Road
- Railroad
- Stream
- Lake
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

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FREESE AND NICHOLS

Texas A & M University

BRAZOS CO

WASHINGTON CO

GRIMES CO

0 2,500 5,000
SCALE IN FEET

Created By Freese and Nichols, Inc.
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Updated: Monday, November 8, 2021

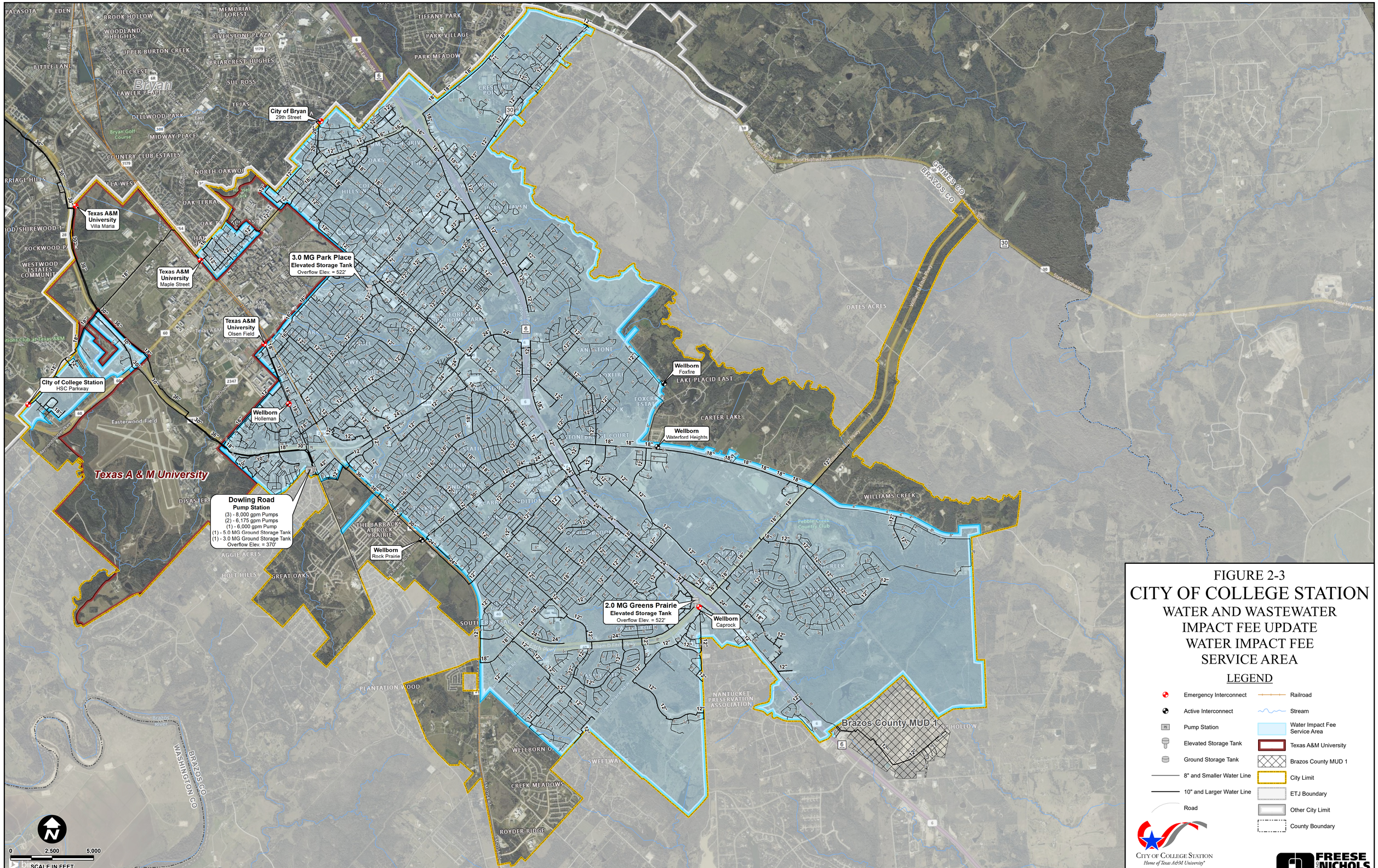


FIGURE 2-3
CITY OF COLLEGE STATION
WATER AND WASTEWATER
IMPACT FEE UPDATE
WATER IMPACT FEE
SERVICE AREA

Created By Freese and Nichols, Inc.
Job No. CCLX14.01
Location: H:\W_WW_PLANNING\01_DELIVERABLES\00_FINAL_REPORT\(Figure_2-3)-Water_Impact_Fee_Service_Area.mxd
Updated: Monday, November 8, 2021

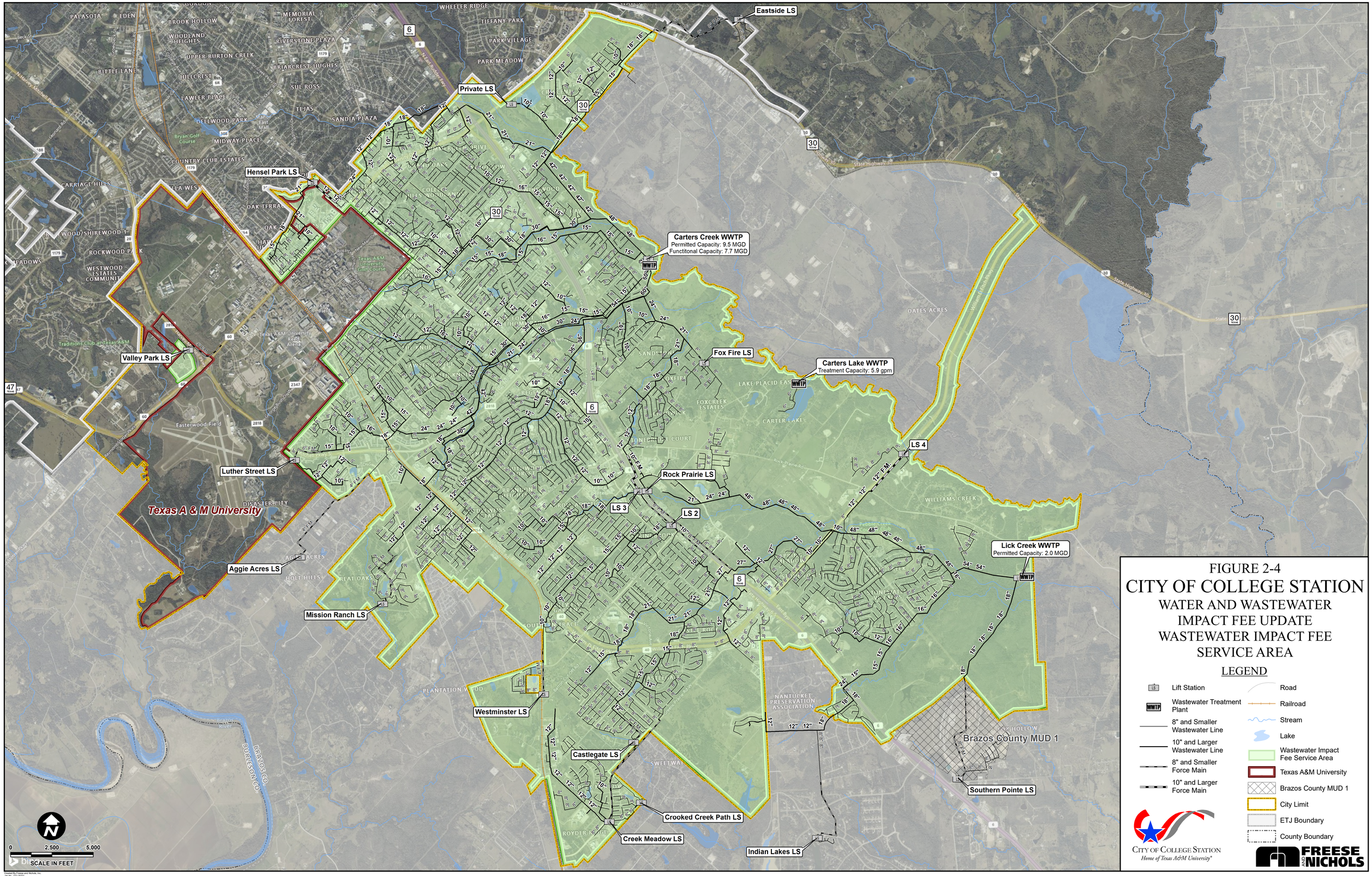


FIGURE 2-4
CITY OF COLLEGE STATION
WATER AND WASTEWATER IMPACT FEE UPDATE
WASTEWATER IMPACT FEE SERVICE AREA

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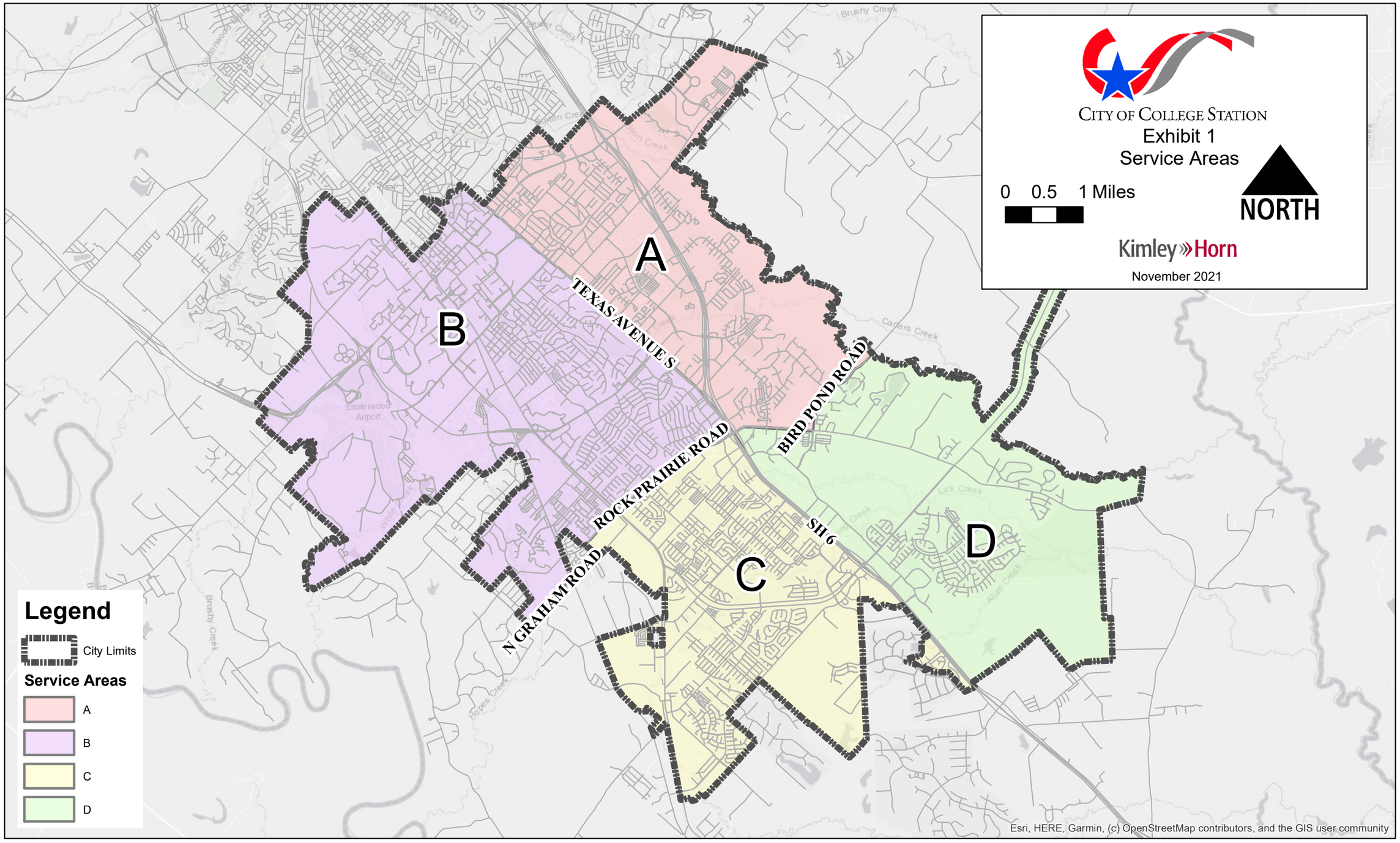
Updated: Monday, November 8, 2021
User: DBR12


CITY OF COLLEGE STATION
Exhibit 1
Service Areas
0 0.5 1 Miles
NORTH
Kimley»Horn
November 2021
A
B
C
D
TEXAS AVENUE S
BIRD POND ROAD
ROCK PRAIRIE ROAD
N GRAHAM ROAD
SH 6
Legend
City Limits
Service Areas
A
B
C
D
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

## Water Impact Fees Capital Improvement Plan
## Semi-Annual Impact Fee Report: October 2025 - March 2026

| Project ID | Description of Project[1] | Project Cost | Project Status as of March 2026 |
|---|---|---|---|
| A | High Service Pumping Improvements | $ 3,597,227 | Complete |
| B | BioCorridor Water Line | $ 998,884 | Complete |
| C | Area 2 Water Line Extension | $ 1,000,000 | Complete |
| D | Cooling Tower Expansion | $ 3,795,667 | Complete |
| E | Well No. 10 Land Acquisition | $ 1,048,633 | Complete |
| F | Well No. 9 and Collection Line | $ 7,623,202 | Complete |
| G | Midtown Drive 12-inch Water Line | $ 920,000 | Complete |
| H | The Crossing at Lick Creek Phase 1 - 3 Oversize Participation | $ 45,233 | Complete |
| I | Embassy Suites Water Line Oversize Participation | $ 15,030 | Complete |
| J | Brazos Valley Auto Complex Oversize Participation | $ 84,791 | Complete |
| K | Castlegate II Oversize Participation | $ 50,871 | Complete |
| L | Greens Prairie Oversize Participation | $ 96,498 | Complete |
| M | Summit Crossing Phase 3A Oversize Participation | $ 32,550 | Complete |
| N | SH 6 Water Line Phase 1 and 2 | $ 1,036,568 | Complete |
| O | SH 6 Water Line Phase 3 | $ 3,050,000 | Complete |
| P | 3.0 MG Elevated Storage Tank and Pressure Reducing Valves | $ 8,690,000 | Complete |
| Q | SH 40 Water Line Phase 1 and 2 | $ 4,200,000 | In Design |
| R | 2021 Impact Fee Study | $ 150,000 | Complete |
| 1 | New and Replacement 12-inch Rock Prairie Road Water Line | $ 2,289,500 | Future |
| 2 | New 18-Inch Midtown Business Center Water Line | $ 2,796,400 | Future |
| 3 | BioCorridor Water Line Improvements | $ 2,741,200 | Future |
| 4 | Water Supply Well No. 10 | $ 19,223,900 | Under Construction |
| 5 | Harvey Mitchel Parkway Water Line Replacement | $ 4,236,400 | Future |

[1]Oversize participation projects include only the portion of costs paid for by the City.

## Wastewater Impact Fees Capital Improvement Plan
## Semi-Annual Impact Fee Report: October 2025 - March 2026

| Project ID | Description of Project[1] | Project Cost | Project Status as of March 2026 |
|---|---|---|---|
| A | Royder/Live Oak Sewer Service | $ 1,691,256 | Complete |
| B | Bee Creek Interceptor Phase 1 and 2 | $ 8,472,421 | Complete |
| C | Lick Creek Trunk Line | $ 14,020,058 | Complete |
| D | Medical District Trunk Line Phase 1 (Participation Agreement) | $ 1,770,375 | Complete |
| E | Northeast Trunk Line Phase 1 and 2 | $ 6,558,738 | Complete |
| F | Southwood Valley Trunk Line Phase 1 | $ 1,518,488 | Complete |
| G | 18-Inch Harvey Road Gravity Line | $ 188,790 | Complete |
| H | Creek Meadows Lift Station Upsizing and Force Main | $ 212,587 | Complete |
| I | Nagle Street Student Housing Oversize Participation | $ 26,854 | Complete |
| J | Bee Creek Interceptor Phase 3 | $ 3,900,000 | Complete |
| K | Medical District Trunk Line Phase 2 and 3 | $ 3,250,000 | Phase 2: Under Construction; Phase 3: Under Construction |
| L | Northeast Trunk Line Phase 3 and 4 | $ 13,861,000 | Phase 3: In Design; Phase 4: In Design |
| M | Carters Creek Diversion Lift Station Phase 1 | $ 13,900,000 | Complete |
| N | Lick Creek WWTP Phase 1 Expansion | $ 39,014,049 | Complete |
| O | 2021 Impact Fee Update | $ 174,150 | Complete |
| 1 | 15/18/24/30/36-inch Southwood Valley Interceptor Phase 2 | $ 7,314,800 | In Design |
| 2 | 18/21/24-Inch Bee Creek Trunk Line Phase 4 | $ 5,357,800 | Future |
| 3 | 18/21-Inch Alum Creek Sewer Trunk Line | $ 11,136,600 | In Design |
| 4 | 8-Inch Creek Meadows Force Main Re-Routed to Alum Creek Trunk Line | $ 2,517,900 | Future |
| 5 | Lick Creek WWTP Phase 2 Expansion (to 8.0 MGD) | $ 49,946,000 | Future |
| 6 | 21/24-Inch Harvey Road Replacement Gravity Line | $ 4,916,300 | Future |

[1]Oversize participation projects include only the portion of costs paid for by the City.

**Roadway Impact Fee Capital Improvement Plan**
**Semi-Annual Impact Fee Report: October 2025 - March 2026**

**Service Area A**

| Project ID | Functional Class | Project | Limits | | Project Type | Project Cost | Project Status as of March 2026 |
|---|---|---|---|---|---|---|---|
| | | | From | To | | | |
| A-1 | 4 lane Minor Arterial | George Bush Drive E | Dominik Drive | Harvey Road | Widening | $ 2,409,500 | Future |
| A-2 | 2 lane Major Collector | Lassie Lane | Sterling Street | Manuel Drive | Future | $ 860,066 | Future |
| A-3 | 2 lane Major Collector | Dartmouth Street | 720' S of Harvey Mitchell Parkway S | Texas Avenue S | Future | $ 2,423,520 | Future |
| A-4 | 4 lane Major Arterial - TxDOT | Harvey Road | SH 6 Northbound Frontage Road | Boonville Road | Widening | $ 2,509,696 | In Design |
| A-5, D-1 | 4 lane Major Arterial | Rock Prairie Road | SH 6 Northbound Frontage Road | Stonebrook Drive | Partial Widening | $ 2,164,000 | Complete |
| A-6, D-2 | 4 lane Major Arterial | Rock Prairie Road | Stonebrook Drive | Town Lake Drive | Widening | $ 5,136,000 | Complete |
| A-7, D-8 | 4 lane Major Arterial | Bird Pond Road | Rock Prairie Road | 1,055' E of Rock Prairie Road | Future | $ 1,758,000 | Future |
| **Intersections** | | | | | | | |
| 1 | University Drive E and University Towne Center | | | | | $ 400,000 | Future |
| 2 | Harvey Mitchell Parkway S and Dartmouth Street | | | | | $ 301,515 | Complete |
| 3 | Texas Avenue S and Brothers Boulevard | | | | | $ 397,476 | Complete |

**Roadway Impact Fee Capital Improvement Plan**
**Semi-Annual Impact Fee Report: October 2025 - March 2026**

**Service Area B**

| Project ID | Functional Class | Project | Limits | | Project Type | Project Cost | Project Status as of March 2026 |
|---|---|---|---|---|---|---|---|
| | | | From | To | | | |
| B-1 | 4 lane Minor Arterial | F & B Road | 160' E of Turkey Creek Road | Harvey Mitchell Parkway S | Widening | $ 4,106,520 | Future |
| B-2 | 4 lane Minor Arterial (1/2) | Luther Street W | Harvey Mitchell Parkway | Jones Butler Road | Partial Widening | $ 2,903,600 | Future |
| B-3, C-1 | 4 lane Minor Arterial | Rock Prairie Road W | 715' W of Towers Parkway | Wellborn Road | Widening | $ 4,659,868 | Complete |
| B-4, C-2 | 6 lane Major Arterial | Rock Prairie Road | Normand Drive | SH 6 | Constructed | $ 4,017,530 | Complete |
| B-5 | 2 lane Major Collector | Turkey Creek Road | 2,775' N of Raymond Stotzer Parkway Westbound Frontage Road | Raymond Stotzer Parkway Westbound Frontage Road | Widening | $ 3,278,140 | Future |
| B-6 | 6 lane Major Arterial - TxDOT | Harvey Mitchell Parkway S | Raymond Stotzer Parkway | Wellborn Road | Widening | $ 1,407,527 | Complete |
| B-7 | 4 lane Minor Arterial | Penberthy Road | George Bush Drive | Luther Street W | Constructed | $ 3,080,683 | Complete |
| B-8 | 6 lane Major Arterial - TxDOT | Wellborn Road | George Bush Drive | 940' N of Harvey Mitchell Parkway S | Partial Widening | $ 1,486,464 | Future |
| B-9 | 2 lane Major Collector | Jones Butler Road | Harvey Mitchell Parkway S | Holleman Drive S | Future | $ 9,652,780 | In Design |
| B-10 | 4 lane Minor Arterial | Holleman Drive S | N Dowling Road | 290' S of Rock Prairie Road W | Constructed | $ 10,631,067 | Complete |
| **Intersections** | | | | | | | |
| 3 | Texas Avenue S and Brothers Boulevard | | | | | $ 397,476 | Complete |
| 4 | Wellborn Road and George Bush Drive | | | | | $ 1,190,232 | In Design |
| 5 | Welborn Road and Holleman Drive | | | | | $ 644,445 | Complete |
| 6 | Wellborn Road and Deacon Drive | | | | | $ 4,532,013 | Complete |
| 7 | Holleman Drive W and Jones Butler Road | | | | | $ 572,000 | Complete |
| 8 | Longmire Drive and Ponderosa Drive | | | | | $ 350,000 | Future |

**Roadway Impact Fee Capital Improvement Plan**
**Semi-Annual Impact Fee Report: October 2025 - March 2026**

**Service Area C**

| Project ID | Functional Class | Project | Limits | | Project Type | Project Cost | Project Status as of March 2026 |
|---|---|---|---|---|---|---|---|
| | | | From | To | | | |
| B-3, C-1 | 4 lane Minor Arterial | Rock Prairie Road W | 715' W of Towers Parkway | Wellborn Road | Widening | $ 4,659,868 | Complete |
| B-4, C-2 | 6 lane Major Arterial | Rock Prairie Road | Normand Drive | SH 6 | Constructed | $ 4,017,530 | Complete |
| C-3 | 4 lane Minor Arterial | Barron Road | WS Phillips Parkway | Decatur Drive | Constructed | $ 5,795,317 | Complete |
| C-4 | 4 lane Minor Arterial | Capstone Drive | 1265' W of Wellborn Road | Wellborn Road | Future | $ 2,765,575 | In Design |
| C-5 | 4 lane Minor Arterial | Barron Road | Wellborn Road | WS Phillips Parkway | Widening | $ 4,712,977 | In Design |
| C-6 | 4 lane Minor Arterial | Greens Prairie Road | 820' W OF WS Phillips Parkway | Arrington Road | Widening | $ 10,550,324 | Complete |
| C-7 | 4 lane Minor Arterial | Greens Prairie Road | Wellborn Road | 1290' E of Creek Meadow Boulevard N | Constructed | $ 8,918,795 | Complete |
| C-8 | 4 lane Major Arterial | Towers Parkway | Rock Prairie Road W | Wellborn Road | Future | $ 10,030,680 | Future |
| C-9 | 4 lane Major Arterial - TxDOT | Wellborn Road | Capstone Drive | 540' S of Greens Prairie Road | Widening | $ 2,407,328 | In Design |
| C-10 | 4 lane Minor Arterial (1/2) | WS Phillips Parkway | Barron Road | Greens Prairie Road | Partial Widening | $ 5,844,160 | Future |
| C-11 | 4 lane Minor Arterial (50%) | WS Phillips Parkway | Greens Prairie Road | Arrington Road | Future | $ 7,311,480 | Future |
| C-12 | 4 lane Minor Arterial (50%) | Royder Road Extension | I-GN Road | Wellborn Road | Future | $ 3,360,000 | Future |
| C-13 | 4 lane Minor Arterial | Royder Road | Wellborn Road | 885' S of Greens Prairie Road | Constructed | $ 7,690,299 | Complete |
| C-14 | 2 lane Major Collector | Victoria Avenue | Southern Plantation Drive | William D. Fitch Parkway | Constructed | $ 1,973,927 | Complete |
| **Intersections** | | | | | | | |
| 9 | Graham Road and Victoria Avenue | | | | | $ 350,000 | Future |
| 10 | Barron Road and Alexandria Avenue | | | | | $ 320,994 | Complete |
| 11 | Barron Road and Decatur Drive | | | | | $ 350,000 | In Design |
| 12 | Barron Road and Longmire Drive | | | | | $ 350,000 | Complete |
| 13 | Longimre Drive and Eagle Avenue | | | | | $ 350,000 | Construction |
| 14 | William D. Fitch Parkway and Victoria Avenue | | | | | $ 816,249 | Complete |

**Roadway Impact Fee Capital Improvement Plan**
**Semi-Annual Impact Fee Report: October 2025 - March 2026**

**Service Area D**

| Project ID | Functional Class | Project | Limits | | Project Type | Project Cost | Project Status as of March 2026 |
|---|---|---|---|---|---|---|---|
| | | | From | To | | | |
| A-5, D-1 | 4 lane Major Arterial (1/2) | Rock Prairie Road | SH 6 Northbound Frontage Road | Stonebrook Drive | Partial Widening | $ 2,164,000 | Complete |
| A-6, D-2 | 4 lane Major Arterial | Rock Prairie Road | Stonebrook Drive | Town Lake Drive | Widening | $ 5,136,000 | Complete |
| D-3 | 4 lane Major Arterial | Rock Prairie Road | Town Lake Drive | William D. Fitch Parkway | Widening | $ 17,245,000 | In Design |
| D-4 | 4 lane Minor Arterial | Midtown Drive | Medical Avenue | 990' E of Medical Avenue | Constructed | $ 1,028,820 | Complete |
| D-5 | 4 lane Minor Arterial (1/2) | Midtown Drive | 990' E of Medical Avenue | 800' S of Town Lake Drive | Partial Widening | $ 4,535,000 | Future |
| D-6 | 2 lane Major Collector | Midtown Drive | 800' S of Town Lake Drive | 2605' S of Corporate Parkway | Constructed | $ 5,374,808 | Complete |
| D-7 | 2 lane Major Collector | Durham Drive | Midtown Drive | Rock Prairie Road | Future | $ 981,960 | Future |
| A-7, D-8 | 4 lane Major Arterial | Bird Pond Road | Rock Prairie Road | 1055' E of Rock Prairie Road | Future | $ 1,758,000 | Future |
| D-9 | 4 lane Minor Arterial (50%) | Town Lake Drive | SH 6 Northbound Frontage Road | Midtown Drive | Future | $ 1,753,000 | Partial |
| D-10 | 2 lane Major Collector | Corporate Parkway | SH 6 Northbound Frontage Road | Midtown Drive | Constructed | $ 1,436,192 | Complete |
| D-11 | 2 lane Major Collector | Corporate Parkway | Midtown Drive | William D. Fitch Parkway | Future | $ 9,894,000 | Future |
| D-12 | 4 lane Minor Arterial (1/2) | Pebble Creek Parkway | Royal Adelade Drive | St Andrews Drive | Partial Widening | $ 2,137,000 | Future |
| D-13 | 4 lane Minor Arterial (50%) | Pebble Creek Parkway | St Andrews Drive | 275' S of Lone Star Lane | Future | $ 9,181,000 | Future |
| D-14 | 2 lane Major Collector | Lakeway Drive | 1645' S of Gateway Boulevard | SH 6 Northbound Frontage Road | Future | $ 2,635,080 | Future |
| D-15 | 2 lane Major Collector | Mather Parkway | Nantucket Drive | 1920' S of Nantucket Drive | Future | $ 882,000 | Future |
| D-16 | 4 lane Minor Arterial (50%) | Nantucket Drive | SH 6 Northbound Frontage Road | Pebble Creek Parkway | Future | $ 5,877,000 | Future |
| D-17 | 2 lane Major Collector | Nantucket Drive | Pebble Creek Parkway | Southern Pointe Parkway | Future | $ 3,083,220 | Future |
| D-18 | 4 lane Minor Arterial (50%) | Southern Pointe Parkway | 205' W of Pipeline Road | 280' E of Nantucket Drive | Future | $ 3,902,000 | Future |

**August 13, 2026**
**Item No. 6.5.**
**LRC Construction Change Order**

**Sponsor:** Jon Hall, Jennifer Cain, Director Capital Projects

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a change order amending the Lincoln Center Area Improvements construction contract with BH Harris Construction, LLC by increasing the contract contingency to $61,912 and adding to the scope of work the revised sanitary sewer layout, shade shelter foundation and landscaping in the amount of $58,100.16.

**Relationship to Strategic Goals:**
Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval.

**Summary:** This change order is for revising the layout of the sanitary sewer line to avoid spatial conflicts with electrical and large trees as well as adjusting some paving and landscaping near the shade shelter. This change order exceeds the original contract contingency amount approved by the City Council. A deductive change order was already processed with the design team Studio 16:19 to cover the additional cost of this construction change order.

**Budget & Financial Summary:** Budget in the amount of $474,128 is included for this project in the City's contract with BH Harris Construction, LLC. Above and beyond that is a contingency amount of $47,412. A total of $5,450 has been expended or committed to date from the contingency amount, leaving a balance of $41,962 in the contingency amount available. In addition to those funds, a deductive change order of ($14,500) was previously processed with the design team Studio 16:19 specifically for this issue to create a total amount of $56,462 for this change order and any future costs. An additional $1,638.16 is available in project funds to cover the full balance needed of $58,100.16 for this change order.

**Attachments:**
1. Change Order 2
2. Lincoln Center Area Improvements CO
3. Lincoln Center Area Improvements Map

| | | |
|---|---|---|
| **CHANGE ORDER NO.: 2** | DATE:8.5.26 | Contract # 26300332 |
| PO #: 26202179 | PROJECT: PK2308 Lincoln Center Area Improvemts | CSP# 26-027 |

**OWNER:**
City of College Station
P.O. Box 9960
College Station, Texas 77842

**CONTRACTOR:**
BH Harris Constructtion, LLC
4044 Golden Eagle Dr.
Bryan, TX 77840

**PURPOSE OF THIS CHANGE ORDER:**
A. Revised layout of sanitary sewer line, revised concrete footprint of shade shelter, and revised landscaping around shade shelter

| ITEM NO | UNIT | DESCRIPTION | UNIT PRICE | ORIGINAL QUANTITY | REVISED QUANTITY | ADDED COST |
|---|---|---|---|---|---|---|
| 1 | EA | Sanitary sewer, concrete paving, and landscaping | $58,100.16 | 0 | 1 | $58,100.16 |
| | | | | | TOTAL | $58,100.16 |

THE NET AFFECT OF THIS CHANGE ORDER IS 13.40% INCREASE.

**UPDATE :** LINE 1 Revised layout of sanitary sewer, concrete, and landscaping $58,100.16

TOTAL CHANGE ORDER $58,100.16

| | | | |
|---|---|---|---|
| ORIGINAL CONTRACT AMOUNT | $474,128.00 | | |
| CHANGE ORDER NO. 1 | $5,450.00 | 1.15% | CHANGE |
| CHANGE ORDER NO. 2 | $58,100.16 | 12.25% | CHANGE |
| REVISED CONTRACT AMOUNT | $537,678.16 | 13.40% | TOTAL CHANGE |

| | | |
|---|---|---|
| ORIGINAL CONTRACT TIME | 300 | Days |
| | 0 | Days |
| REVISED CONTRACT TIME | 300 | Days |

| | |
|---|---|
| SUBSTANTIAL COMPLETION DATE | 1.24.27 |
| REVISED SUBSTANTIAL COMPLETION DATE | 1.24.27 |

| | | | |
|---|---|---|---|
| Council Date | COUNCIL APPROVED CONTINGENCY | $47,412.00 | |
| | CONTINGENCY USED TO DATE | $5,450.00 | |
| | AVAILABLE CONTINGENCY FOR THIS CHANGE ORDER | $41,962.00 | Add $14,500 from CO 2 - Studio 16:19 |

APPROVED

| | | | |
|---|---|---|---|
| Braden Harris | 8/5/2026 | | 8/5/2026 |
| CONSTRUCTION CONTRACTOR | Date | ASST CITY MGR - CFO | Date |
| Jon Hall | 8/5/2026 | | |
| PROJECT MANAGER | Date | CITY MANAGER | Date |
| Derra Purnell | 8/5/2026 | | |
| LEGAL DEPT. | Date | | |
| Jennifer Cain | 8/5/2026 | | |
| DEPARTMENT DIRECTOR | Date | | |

BH HARRIS
CONSTRUCTION

# CHANGE ORDER

PROJECT: 26202179-000
Lincoln Center Area Improvement

Date : 8/4/2026
Change Order No. : 2

Owner :
Jon Hall, City Of College Station

**Decription:** This Change order is for all Changes, General Conditions, Bond Rider, and Reimburstments on plans dated 5/26/2026

**Cost to Change:** **$ 58,100.16**

Braden Harris, President

Date : 8/4/2026

Owner

Date :

# Change Order Form

**DATE:** 6/16/2026
**ESTIMATE:** $ 19,000.00

| SERVICE PROVIDER | CUSTOMER |
|---|---|
| **Ponzio Construction LLC**<br>124 E 24th St<br>Bryan, TX 77803<br>979-571-5115 | **BH Harris Construction**<br>Lincoln Center Renovation |

| | DESCRIPTION | Quantity | Price | TOTAL |
|---|---|---|---|---|
| | | | | |
| | Dig up 100' of 4" pipe to reroute to existing manhole | 1 | $ 1,750.00 | $ 1,750.00 |
| | 4" pipe and fittings | 1 | $ 750.00 | $ 750.00 |
| | Sand/Select Fill | 1 | $ 200.00 | $ 200.00 |
| | Haul off | 1 | $ 200.00 | $ 200.00 |
| | Equipment | 1 | $ 6,500.00 | $ 6,500.00 |
| | Labor | 1 | $ 9,450.00 | $ 9,450.00 |
| | Manhole tie-in/vaccuum test | 1 | $ 500.00 | $ 500.00 |
| | Remobilize | 1 | $ 1,200.00 | $ 1,200.00 |
| | | | | $ - |
| | DEDUCTS | | | $ - |
| | Tie-in/vaccuum test of first manhole | | $ (500.00) | $ (500.00) |
| | Concrete for manhole bottoms | | $ (650.00) | $ (650.00) |
| | Manhole rings | | $ (400.00) | $ (400.00) |
| | | | | $ - |
| | | | | |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | |
| | | | **SUBTOTAL** | $ 19,000.00 |
| | | | | |
| | | | **SHIPPING AND HANDLING** | $ - |
| | | | **TOTAL FLAT RATE PRICE** | **$ 19,000.00** |

Accepted:

_____

This is a change order estimate and is for completing the job described above. It is based on information provided by you and our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise or the scope of work change.
I/We do hereby agree to the change(s) and prices for the work as specified herein.
All work specified and initiated by this change order are to be performed according to the provisions as set forth in the original Work Estimate unless otherwise noted.

BH Harris Construction, LLC
4044 Golden Eagle Dr.
Bryan, Tx 77808

8/4/2026

1000 Eleanor St - Lincoln Center Improvement Project PK2308

**Sanitarty Sewer/Landscaping/Concrete**
**Change Order 2**

Description:

| Line Item | Description | Units | Quantity | Cost | Total |
|---|---|---|---|---|---|
| 1 | Turks Cap | EA | -2 | $ 13.25 | $ (26.50) |
| 2 | Inland Sea Oats | EA | 2 | $ 19.95 | $ 39.90 |
| 3 | Sod | SF | 150 | $ 6.72 | $ 1,008.00 |
| 4 | Bed Mulch | CY | -6 | $ 20.00 | $ (120.00) |
| 5 | Hard wood | EA | 3 | $ 25.00 | $ 75.00 |
| 6 | Paving add (488sf-275sf) | SF | 213 | $ 14.25 | $ 3,035.25 |
| 7 | Demo | SF | 488 | $ 6.89 | $ 3,362.32 |
| 8 | Haul off | EA | 4 | $ 500.00 | $ 2,000.00 |
| 9 | Survey | EA | 1 | $ 1,500.00 | $ 1,500.00 |
| 10 | Seat wall | SF | -21 | $ 120.00 | $ (2,520.00) |
| 11 | Equipment Rental Reimburstment during Owner-Requested hold | DAYS | 5 | $ 2,900.00 | $ 14,500.00 |
| 12 | General conditions | EA | 1 | $ 6,357.00 | $ 6,357.00 |
| 13 | Final Connections in building | EA | 1 | $ 1,500.00 | $ 1,500.00 |
| 14 | Sewer line change | EA | 1 | $ 19,000.00 | $ 19,000.00 |
| 15 | Bond Rider | EA | 1 | $ 2,767.00 | $ 2,767.00 |

| | | |
|---|---|---|
| Sub Total | $ | 52,477.97 |
| GC Fee | $ | 5,622.19 |
| Total | $ | 58,100.16 |

BH HARRIS CONSTRUCTION

# CHANGE ORDER

PROJECT: 26202179-000
Lincoln Center Area Improvement

Date : 6/15/2026
Change Order No. : 2

Owner :
Jon Hall, City Of College Station

**Decription:** Turks Cap (-1), Inland Sea Oats (2), Sod (125 Sf), Bed Mulch (-6 CY), Hardwood Mulch (3 CY), 4' Paving (213 Sf), Demo (488 SF), Haul Off, Survey, Seat wall (-21 LF), General Conditions, Connections inside Building, Sewer Line Design/Location Change

**Cost to Change:** **$ 55,333.16**

Braden Harris, President

Date : 6/15/2026

Owner

Date :

BH Harris Construction, LLC
4044 Golden Eagle Dr.
Bryan, Tx 77808

6/15/2026

1000 Eleanorst - Lincoln Center Improvement

**Lanscaping/concrete**
**Change Order 2**

Description:

| | Decription | Quainty | Cost | Total |
|---|---|---|---|---|
| 1 | Turks Cap | -2 | $ 13.25 | $ (26.50) |
| 2 | Inland Sea Oats | 2 | $ 19.95 | $ 39.90 |
| 3 | Sod | 150 | $ 6.72 | $ 1,008.00 |
| 4 | Bed Mulch | -6 | $ 20.00 | $ (120.00) |
| 5 | Hard wood | 3 | $ 25.00 | $ 75.00 |
| 6 | Paving add | 213 | $ 14.25 | $ 3,035.25 |
| 7 | Demo | 488 | $ 6.89 | $ 3,362.32 |
| 8 | Haul off | 4 | $ 500.00 | $ 2,000.00 |
| 9 | Survey | 1 | $ 1,500.00 | $ 1,500.00 |
| 10 | Seat wall | -21 | $ 120.00 | $ (2,520.00) |
| 11 | Lost time sewer | 5 | $ 2,900.00 | $ 14,500.00 |
| 12 | General conditions | 1 | $ 6,357.00 | $ 6,357.00 |
| 13 | Final Connections in building | | | $ 1,500.00 |
| 14 | Sewer line change | | | $ 19,000.00 |

| | | |
|---|---|---|
| Sub Total | $ | 49,710.97 |
| GC Fee | $ | 5,622.19 |
| Total | $ | 55,333.16 |

# Change Order Form

**DATE:** 6/16/2026
**ESTIMATE:** $ 19,000.00

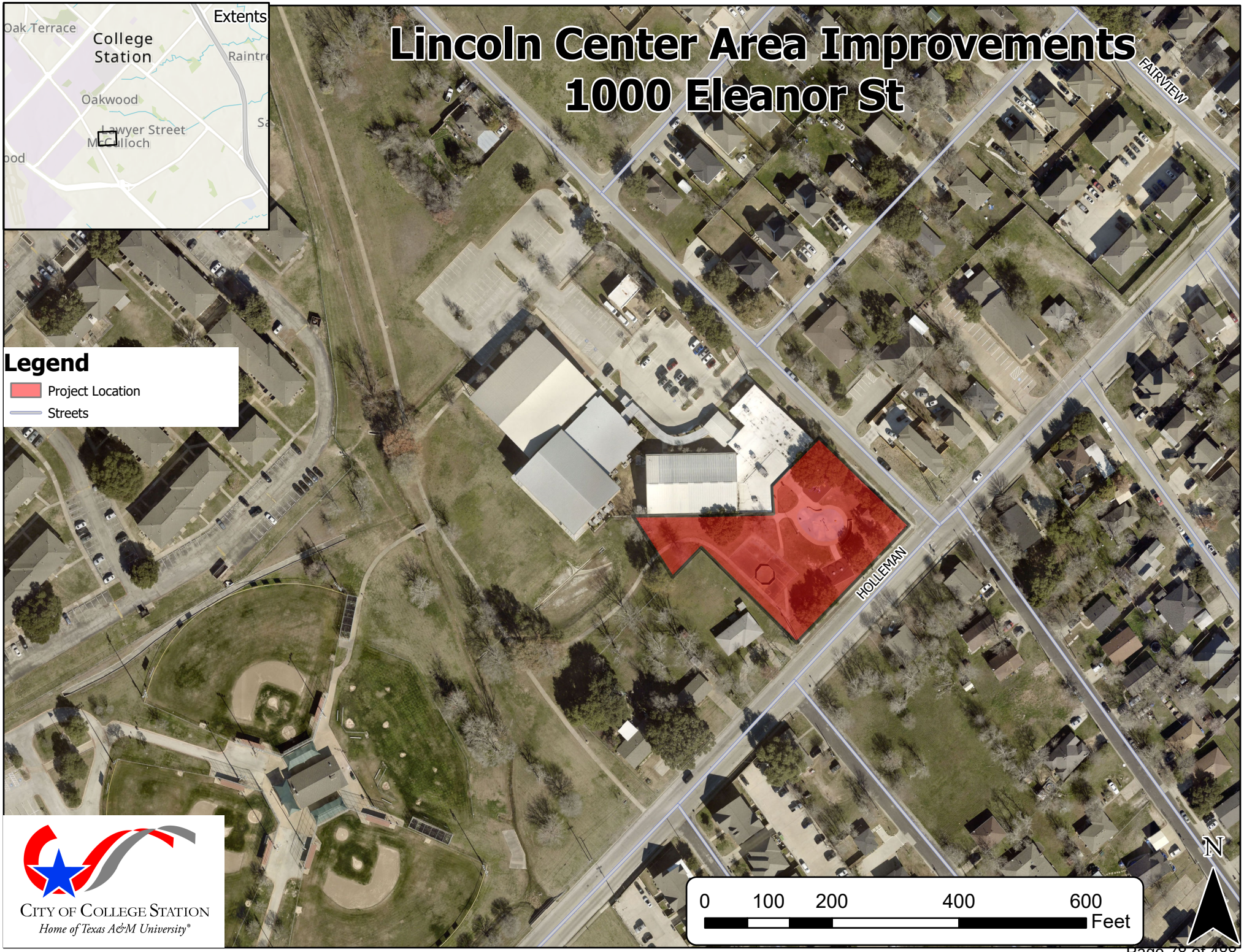
| SERVICE PROVIDER | CUSTOMER |
|---|---|
| **Ponzio Construction LLC**<br>124 E 24th St<br>Bryan, TX 77803<br>979-571-5115 | **BH Harris Construction**<br>Lincoln Center Renovation |

| | DESCRIPTION | Quantity | Price | TOTAL |
|---|---|---|---|---|
| | | | | |
| | Dig up 100' of 4" pipe to reroute to existing manhole | 1 | $ 1,750.00 | $ 1,750.00 |
| | 4" pipe and fittings | 1 | $ 750.00 | $ 750.00 |
| | Sand/Select Fill | 1 | $ 200.00 | $ 200.00 |
| | Haul off | 1 | $ 200.00 | $ 200.00 |
| | Equipment | 1 | $ 6,500.00 | $ 6,500.00 |
| | Labor | 1 | $ 9,450.00 | $ 9,450.00 |
| | Manhole tie-in/vaccuum test | 1 | $ 500.00 | $ 500.00 |
| | Remobilize | 1 | $ 1,200.00 | $ 1,200.00 |
| | | | | $ - |
| | DEDUCTS | | | $ - |
| | Tie-in/vaccuum test of first manhole | | $ (500.00) | $ (500.00) |
| | Concrete for manhole bottoms | | $ (650.00) | $ (650.00) |
| | Manhole rings | | $ (400.00) | $ (400.00) |
| | | | | $ - |
| | | | | |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | |
| | | | **SUBTOTAL** | $ 19,000.00 |
| | | | | |
| | | | | |
| | | | **SHIPPING AND HANDLING** | $ - |
| | | | **TOTAL FLAT RATE PRICE** | **$ 19,000.00** |

Accepted:

_____

This is a change order estimate and is for completing the job described above. It is based on information provided by you and our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise or the scope of work change.
I/We do hereby agree to the change(s) and prices for the work as specified herein.
All work specified and initiated by this change order are to be performed according to the provisions as set forth in the original Work Estimate unless otherwise noted.


Lincoln Center Area Improvements
1000 Eleanor St
Extents
Oak Terrace
College Station
Oakwood
Lawyer Street
FAIRVIEW
HOLLEMAN
Legend
Project Location
Streets
0
100
200
400
600
Feet
N
City of College Station
Home of Texas A&M University®

**August 13, 2026**
**Item No. 6.6.**
**Columbarium Purchase Order**

**Sponsor:** Jon Hall, Jennifer Cain, Director Capital Projects

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on authorizing a purchase from Architarium for columbarium units and spare fronts in the amount of $162,910.

**Relationship to Strategic Goals:**
Core Services and Infrastructure

**Recommendation(s):** Staff recommend approval.

**Summary:** This purchase is in support of the Cemetery Columbarium Project to increase the total number of columbarium spaces by 360 units at the Aggie Field of Honor and the College Station Memorial Cemetery. The columbarium wall space is still being designed, but the lead time for these 12” x 12” x 12” stainless steel columbarium units is over 12 months. That being the case, this purchase order would be to get these units ordered and coordinate the final installation into the columbarium walls at a later date, after construction of the walls is complete.

These particular units from Architarium, a manufacturer from Austin, Texas, were used in the original construction and are unique in their construction and application, so they have been authorized as a sole source item. See attached sole source authorization form completed and attached for reference.

**Budget & Financial Summary:** Budget in the amount of $950,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of $47,020 has been expended or committed to date, leaving a balance of $902,980 in the total project budget for this purchase and future construction costs.

**Attachments:**
1. Columbarium Aggie Field of Honor Proposal
2. Columbarium Sole Source Justification Form Approved
3. Columbarium Sole Source Memo
4. Columbarium Location Map

ARCHITARIUM
**Your Columbarium Project Source**
www.architarium.com
sales@architarium.com | 1-512-441-8885 | 4004 Woodbury Dr. Austin, TX 78704

**To:** **Jon Hall - City of College Station**
**From:** **Paul Pinigis**
**Subject:** **Columbarium Quote: Aggie Field of Honor**
**Date:** **5/28/2026**

Thank you for allowing us to quote this project. Please don't hesitate to contact us with any questions.

**Description**
Model 1540, 12"x12"x12" Niches double inurnment, no visible hardware, 100% stainless steel
Configuration: 6 niche wide x 5 niche high flat wall insert columbarium
Granite Color: Client supplied
Included: 8 Spare faceplates included with columbarium, installation instructions and phone support; hardware; face plate removal/replacement tools

**Pricing: Flat Wall Insert 12"x12"x12" Niches 6 Wide x 5 High**

| Configuration | Niches / Section | Sections | Unit Total | |
|---|---|---|---|---|
| 6W Col x 5H Row | 30 | 12 | 360 | **$155,700.00** |
| Additional Spares | | | 82 | **$5,330.00** |
| Delivery to 77845 | | | | **$1,880.00** |
| Project Total | | | | **$162,910.00** |

- This quote is valid for 30 days.
- Product warranty is 40 year and available at www.architarium.com.

**Payment**
To start the process, please ask us to generate a manufacturing agreement and apprise us of niche quantity required. A 50% deposit of the columbarium cost and a signed manufacturing agreement are required to begin manufacturing and generate customer drawings.

**Delivery** Columbarium completion is estimated at **52 to 57** business weeks after receipt of deposit***. Completion is contingent upon our production schedule at the time of order confirmation and is provided in writing.***

**CITY OF COLLEGE STATION**
**Sole Source Justification**

Vendor: Architarium Requisition #: _____

Product/Service: Columbarium units for additional space in the Aggie Field of Honor

Estimated expenditure for the above commodity or service: $160,000

---

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of $3,000 or more. If more space is needed, please attach additional page(s). **Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.**

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

12" x 12" x 12" stainless steel columbarium units to match existing units already in use at Aggie Field of Honor

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

Unique design that competitors can't match, with no attachment hardware visible

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

This is the preferred standard and consistency across the COCS Cemetery and Aggie Field of Honor is desired.

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ☐ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. **Item No. 3 also must be completed.)**

2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY BRAZOS COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. **Item No. 3 also must be completed**.)

3. ☒ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

4. ☒ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. ☒ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)

6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

**The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.**

Jennifer Cain
DEPARTMENT DIRECTOR PRINTED NAME

DEPARTMENT DIRECTOR SIGNATURE

Capital Projects
DEPARTMENT

5.29.26
DATE

---

**(FOR PURCHASING DEPARTMENT USE ONLY)**

____X_____ APPROVED

_____ NOT APPROVED

REASON, IF NOT APPROVED: _____

_____

_____

BY: Mary Ellen Leonard, CPA DATE: __06/18/2026_____

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

Sole Source Justification Memo

June 1, 2026

Project: PK2601 Columbarium Project
Location: Aggie Field of Honor Cemetery
Re: Architarium columbarium units

Architarium was the manufacturer for the original 12” x 12” x 12” stainless steel columbarium units that were used throughout the cemetery on all columbarium wall spaces. These columbarium units are specifically designed to hold an funeral urn and/or any small momentos for remembrance of a loved one.

This standard has been used since the Aggie Field of Honor was first built in 2008 and has proven to be an excellent product. The columbarium spaces are square cubes with an attached granite faceplates that can be engraved and adorned as desired.

This type of system requires that extra granite faceplates attached to the stainless steel front panels are available in order to accomplish the engraving without having to remove existing faceplates from empty columbarium units. This helps to avoid any unsightly temporary measures while awaiting engraving of the granite faceplates.

The system is unique to this manufacturer in that no attachment hardware is visible after installation, making it a very attractive and desired end product.

Other manufacturers use different systems that vary greatly in shape, size, and hardware. These variations are not preferred by families or by the managers of the cemetery in the Parks and Recreation Department. This Architarium system has interchangeable parts to allow for individuals to change the location of the columbarium for their loved ones easily if a relocation is desired for any reason.

This standard and consistent method makes this specific manufacturer the desired product to continue using at the Aggie Field of Honor.

As a result of these specific issues, approval of this Sole Source Justification is hereby requested.

Sincerely,

Jennifer Cain
Director
Capital Projects Department

*Capital Projects*
P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842
TEL. 979.764.3690 • FAX. 979.764.3489
cstx.gov/cip

ARCHITARIUM
**Your Columbarium Project Source**
www.architarium.com
sales@architarium.com | 1-512-441-8885 | 4004 Woodbury Dr. Austin, TX 78704

**To:** **Jon Hall - City of College Station**
**From:** **Paul Pinigis**
**Subject:** **Columbarium Quote: Aggie Field of Honor**
**Date:** **5/28/2026**

Thank you for allowing us to quote this project. Please don't hesitate to contact us with any questions.

**Description**
Model 1540, 12"x12"x12" Niches double inurnment, no visible hardware, 100% stainless steel
Configuration: 6 niche wide x 5 niche high flat wall insert columbarium
Granite Color: Client supplied
Included: 8 Spare faceplates included with columbarium, installation instructions and phone support; hardware; face plate removal/replacement tools

**Pricing: Flat Wall Insert 12"x12"x12" Niches 6 Wide x 5 High**

| Configuration | Niches / Section | Sections | Unit Total | |
|---|---|---|---|---|
| 6W Col x 5H Row | 30 | 12 | 360 | **$155,700.00** |
| Additional Spares | | | 82 | **$5,330.00** |
| Delivery to 77845 | | | | **$1,880.00** |
| Project Total | | | | **$162,910.00** |

- This quote is valid for 30 days.
- Product warranty is 40 year and available at www.architarium.com.

**Payment**
To start the process, please ask us to generate a manufacturing agreement and apprise us of niche quantity required. A 50% deposit of the columbarium cost and a signed manufacturing agreement are required to begin manufacturing and generate customer drawings.

**Delivery** Columbarium completion is estimated at **52 to 57** business weeks after receipt of deposit***. Completion is contingent upon our production schedule at the time of order confirmation and is provided in writing.***


Columbarium
Aggie Field of Honor &
Memorial Cemetery
College Station
MEMORIAL CEMETERY
MEMORIAL CEMETERY
MEMORIAL CEMETERY
HARVEY MITCHELL
ON RAMP RAYMOND STOTZER PKWY WB FROM HARVEY MITCHELL PKWY S SB
RAYMOND STOTZER
Project Location
Streets
0 80 160 320 480
Feet
N
CITY OF COLLEGE STATION
Home of Texas A&M University®

**August 13, 2026**
**Item No. 6.7.**
**Purchase of 19 Custom Round Benches for Northgate Patricia Street Promenade Improvements**

**Sponsor:** Melissa Thomas, Jennifer Cain, Director Capital Projects

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on authorizing a purchase from DC Export LLC for custom benches for the Patricia Street Promenade in the amount of $221,182.

**Relationship to Strategic Goals:**
Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval.

**Summary:** This project includes maintenance improvements of Patricia Street Promenade in the Northgate District, such as removing the stone seating walls around the trees, some curb work on the south side of the promenade, paver reconfiguration around the tree wells, installation of new round or ¾ round benches around the trees and updating the electrical receptacles for the lights on the trees.

On July 2, the City of College Station received 3 responses for the purchase of custom round benches. After the review process, DC Exports, LLC was selected as the lowest responsive, responsible bidder to provide the benches.

Patricia Street Promenade construction and bench installation will be procured through a Choice Partners Cooperative contract with Yellowstone Landscape in the amount of $397,940.81. This contract will be presented to Council under separate cover.

**Budget & Financial Summary:** Budget for the Northgate Patricia Street Promenade Project is included for this project in the Facilities Maintenance Revolver Fund. A total of $1,603,000 has been expended or committed to date, leaving a balance of $3,397,000 in the total project budget for the bench purchase and construction contract with Yellowstone Landscape and future costs.

**Attachments:**
1. NG Promenade: Bid Tab #26-080 Benches
2. Northgate Patricia Street Promenade Improvements Location Map

**City of College Station**
**PRELIMINARY BID TABULATION #26-080**
**PURCHASE OF CUSTOM ROUND BENCHES**
**Opening: Thursday, July 02, 2026 @ 2:00 PM CT**

| | | | DC EXPORT LLC | | FORMS & SURFACES INC. | | YELLOWSTONE LANDSCAPE | |
|---|---|---|---|---|---|---|---|---|
| Item # | Description | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | **3/4 ROUND BENCH**<br>BENCH INNER DIAMETER: 96"<br>OVERALL DEPTH : 18"<br>BENCH HEIGHT : 30"<br>OVERALL LENGTH : 310.8/9" ( 6 @ 51 7/9")<br>SUPPLIED AS...<br>(6) @ 51 7/9" LONG BENCH<br>PRODUCT: MODIFIED CIRCULAR BACKED BENCH<br>FSC CERTIFIED CUMARU SEAT SLATS<br>SLAT SIZE : 1" W X 3.5" THICK X 18" L<br>SLATS HAVE A NATURAL OIL FINISH<br>SLATS RUN FRONT TO BACK AND ARE NON-TAPERED<br>FRAME MATERIAL: ALUMINUM<br>FRAME POWDERCOAT COLOR: BLACK<br>MOUNTING: SURFACE MOUNT<br>**MOUNTING HARDWARE TO BE INCLUDED** | 17 | $ 11,280.00 | $ 191,760.00 | $ 16,330.00 | $ 277,610.00 | $ 20,425.27 | $ 347,229.52 |
| 2 | **ROUND BENCH**<br>BENCH INNER DIAMETER: 96"<br>OVERALL DEPTH : 18"<br>BENCH HEIGHT : 30"<br>OVERALL LENGTH : 414.1/2" ( 8 @ 51 7/9")<br>SUPPLIED AS...<br>(8) @ 51 7/9" LONG BENCH<br>PRODUCT: MODIFIED CIRCULAR BACKED BENCH<br>FSC CERTIFIED CUMARU SEAT SLATS<br>SLAT SIZE : 1" W X 3.5" THICK X 18" L<br>SLATS HAVE A NATURAL OIL FINISH<br>SLATS RUN FRONT TO BACK AND ARE NON-TAPERED<br>FRAME MATERIAL: ALUMINUM<br>FRAME POWDERCOAT COLOR: BLACK<br>MOUNTING: SURFACE MOUNT<br>**MOUNTING HARDWARE TO BE INCLUDED** | 2 | $ 14,711.00 | $ 29,422.00 | $ 21,775.00 | $ 43,550.00 | $ 27,235.77 | $ 54,471.55 |
| 3 | SHIPPING AND MISC. COST | 1 | | $ - | $ 52,995.00 | $ 52,995.00 | $ 66,285.17 | $ 66,285.17 |
| | | | **$** | **221,182.00** | **$** | **374,155.00** | **$** | **467,986.24** |

| | | | |
|---|---|---|---|
| **Certification Page Acknowledged** | **Y** | **Y** | **N** |
| **Addendum Acknowledged** | **Y** | **Y** | **Y** |

**Note: Shipping & Misc. Cost included in line item or as a separte line**

**Need Reference page & Certification page


Northgate Patricia Street Promenade Improvements
College Station
SECOND
COLLEGE MAIN
PATRICIA
BOYETT
CHURCH
UNIVERSITY
HOUSTON
FIRST
PATRICIA
Project Location
Streets
0 70 140 280 420
Feet
N
CITY OF COLLEGE STATION
Home of Texas A&M University

**August 13, 2026**
**Item No. 6.8.**
**Northgate Patricia Street Promenade Improvements**

**Sponsor:** Melissa Thomas, Jennifer Cain, Director Capital Projects

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a construction contract with Yellowstone Landscape for the Patricia Street Promenade maintenance improvements in the amount of $397,940.81 plus the City's contingency in the amount of $39,794.08 for a total appropriation of $437,734.89. 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.

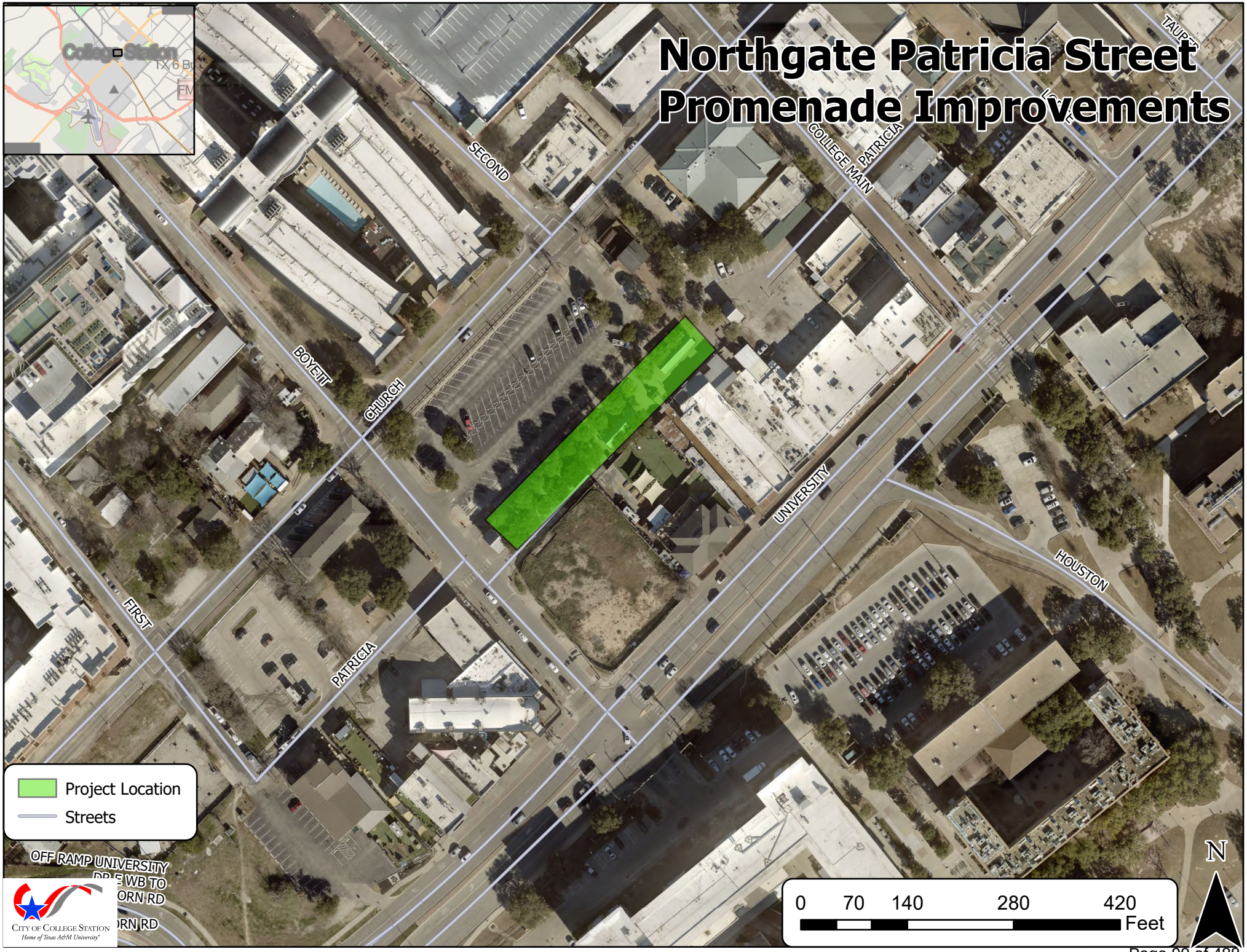
**Summary:** This project includes maintenance improvements of Patricia Street Promenade in the Northgate District such as removing the stone seating walls around the trees, some curb work on the south side of the promenade, paver reconfiguration around the tree wells, installation of new round or ¾ round benches around the trees and updating the electrical receptacles for the lights on the trees.

Patricia Street Promenade construction and bench installation will be procured through a Choice Partners Cooperative contract #24/048MR-09 with Yellowstone Landscape in the amount of $397,940.81.

The custom round benches for the Patricia Street Promenade will be provided by DC Exports, LLC, the lowest responsible bidder for $221,182.00. This procurement will be presented to Council under separate cover.

**Budget & Financial Summary:** Budget for the Northgate Patricia Street Promenade Project is included for this project in the Facilities Maintenance Revolver Fund. A total of $1,603,000 has been expended or committed to date, leaving a balance of $3,397,000 in the total project budget for the bench purchase and construction contract with Yellowstone Landscape and future costs.

**Attachments:**
1. Northgate Patricia Street Promenade Improvements Location Map
2. NG Promenade Yellowstone Landscape Contract


Northgate Patricia Street Promenade Improvements
College Station
SECOND
COLLEGE MAIN
PATRICIA
BOYETT
CHURCH
UNIVERSITY
HOUSTON
FIRST
PATRICIA
Project Location
Streets
0 70 140 280 420
Feet
N
City of College Station
Home of Texas A&M University

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300660 PROJECT #: GG2401 BID/RFP/RFQ#: N/A

**Project Name / Contract Description:** Yellowstone Landscape

**Name of Contractor:** Northgate Patricia Street Improvements (Choice Partners #24/048MR-09)

**CONTRACT TOTAL VALUE:** $ 397,940.81 **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)

Budget will come from the Facilities Maintenance Revolver Fund, of which $1,603,000, has been expended or committed to date, leaving a balance of $3,397,000 for this contract and future expenses.

Funding Account: GG2401 CONSTR NG

Landscape installation services are being procured through Choice Partners Cooperative Contract #24/048MR-09. Choice Partners provides municipalities with legally compliant, competitively bid contracts that save time, reduced administrative costs, and increased procurement efficiency.

*(If required)**

**CRC Approval Date*:** N/A **Council Approval Date*:** 08/13/26 **Agenda Item No*:** _____

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

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

**SIGNATURES RECOMMENDING APPROVAL**

Jennifer Cain — 7/27/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 7/27/2026
ASST CITY MGR – CFO — DATE

Derra Purnell — 7/27/2026
LEGAL DEPARTMENT — DATE

**APPROVED & EXECUTED**

_____ — _____
CITY MANAGER — DATE

N/A — _____
MAYOR (if applicable) — DATE

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

9.12.23 UPDATED

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

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Yellowstone Landscape (the "Contractor") for the construction and/or installation of the following:
Northgate Patricia Street Improvements (Choice Partners #24/048MR-09).

## 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: Thirty-Nine Thousand Seven Hundred Ninety-Four and 08 **/100 Dollars ($** 39,794.08 ).

**1.06 Contract Amount.** The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Three Hundred Ninety-Seven Thousand Nine Hundred Forty and 81 **/100 Dollars ($** 397,940.81 ).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. CONTRACT DOCUMENTS

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

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

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

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

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

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

## 3. AWARD OF CONTRACT

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

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

## 4. CITY'S REPRESENTATIVE

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

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

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

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

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

## 5. INDEPENDENT CONTRACTOR

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

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

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

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

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

## 6. DISORDERLY EMPLOYEES

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

## 7. HOURS OF WORK

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

## 8. NATURE OF THE WORK

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

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

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

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

## 9. POST-AGREEMENT AWARD MEETINGS

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

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

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

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

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

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

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

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

## 10. PROGRESS OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

## 12. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

## 14. REJECTED WORK

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

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

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

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

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

## 15. SUBCONTRACTING & SUBCONTRACTORS

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

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

## 16. PAYMENT

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

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

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

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

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

OR:

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

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

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

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

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

**16.09** Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 17. EXTRA WORK CHARGES

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

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

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

OR:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 18. TIME OF COMPLETION

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

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

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

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

## 19. SUBSTANTIAL COMPLETION

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

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

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

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

## 20. FINAL COMPLETION

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

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

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

## 21. DELAYS

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

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

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

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

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

## 22. EXTENSIONS OF TIME

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

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

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

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

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

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

## 23. LIQUIDATED DAMAGES

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

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

**23.02** As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of Two Hundred Fifty and 00 **/100 DOLLARS ($** 250.00 **)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

## 24. CHARGES FOR INJURY OR REPAIR

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

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

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

## 25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

## 26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

## 27. INSURANCE

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

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

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

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

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

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

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

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

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

**(b)** Limit of $1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of $2,000,000.00 which limits shall be endorsed to be per Project.

**(c)** Coverage shall be at least as broad as ISO form GC 00 01.

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

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

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

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

**(b)** Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

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

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

**(e)** Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

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

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

**27.07 Additional Insured.**

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

**27.08 Builder's Risk**

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

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

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

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

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

**(b)** Workers' Compensation/ Employer's Liability insurance shall include the following terms:

**1.** Employer's Liability minimum limits of $1,000,000.00 for each accident/each disease/each

employee are required.

**2.** "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

**3.** Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

*"A. Definitions:*

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

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

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

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

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

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

*extended.*

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

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

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

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

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

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

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

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

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

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

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

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

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

*of coverage ends during the duration of the project;*

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

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

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

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

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

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

**(a)** The company is authorized to do business in the State of Texas.

**(b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.

**(c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

## 28. BOND PROVISIONS

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

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

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

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

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

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

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

## 29. SURETY

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

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

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

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

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

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

## 30. COMPLIANCE WITH LAW

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

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

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

## 31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

## 32. TRENCH SAFETY

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

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

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

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

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

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

## 33. INDEMNITY

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

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

**(a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.**

**(b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**

**(c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**

**(d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**

**(e) The removal of all debris related to the Work.**

**(f) The acts and omissions of the subcontractors it hired.**

**(g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

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

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

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

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

## 34. RELEASE

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

## 35. PERMITS AND LICENSES

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

## 36. ROYALTIES AND LICENSING FEES

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

## 37. BREACH OF CONTRACT & DAMAGES

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

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

**(a)** If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or

**(b)** If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

**(c)** If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

## 38. TERMINATION FOR CAUSE

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

**(a)** If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

**(b)** If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or

**(c)** If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

**(d)** If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

**(e)** If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or

**(f)** If the Contractor abandons the Work.

**(g)** If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

## 39. TERMINATION FOR CONVENIENCE

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

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

## 40. RIGHT TO COMPLETE

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

## 41. CLOSE OUT

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

**(a)** Stop the work on the date and to the extent specified in the notice of termination;

**(b)** Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;

**(c)** Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

**(d)** Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

**(e)** With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

**(f)** Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

## 42. TERMINATION CONVERSION

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

## 43. HIRING

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

## 44. ASSIGNMENT

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

## 45. EFFECTIVE DATE

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

## 46. OTHER TERMS

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

**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

**YELLOWSTONE LANDSCAPE**

By: _____

Printed Name: Greg Manteeny

Title: Branch Mgr.

Date: 7/2/26

**CITY OF COLLEGE STATION**

By: _____
City Manager
Date: _____

APPROVED:

Derra Purnell
City Attorney
Date: 7/27/2026

_____
Assistant City Manager/CFO
Date: 7/27/2026

**EXHIBIT A**
**DAVIS BACON WAGE RATES**

"General Decision Number: TX20260291 05/18/2026

State: Texas

Construction Types: Highway

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

| Modification Number | Publication Date |
|---|---|
| 0 | 01/02/2026 |
| 1 | 05/18/2026 |

SATX2025-004 11/15/2023

| | Rates | Fringes |
|---|---|---|
| WORK ZONE BARRICADE SERVICER | $ 17.75 | 0.00 |
| WELDER | $ 23.38 | 0.00 |
| TRUCK DRIVER, TANDEM AXLE TRACTOR WITH SEMI TRAILER | $ 21.71 | 0.00 |
| TRUCK DRIVER, SINGLE OR TANDEM AXLE DUMP TRUCK | $ 20.91 | 0.00 |
| TRUCK DRIVER, SINGLE AXLE | $ 19.70 | 0.00 |
| TRUCK DRIVER LOWBOY FLOAT | $ 25.96 | 0.00 |
| TRAFFIC SIGNAL/LIGHT POLE WORKER | $ 21.99 | 0.00 |
| SPREADER BOX OPERATOR | $ 19.31 | 0.00 |
| SIGN ERECTOR | $ 17.52 | 0.00 |
| SERVICER | $ 23.75 | 0.00 |
| SCRAPER OPERATOR | $ 17.52 | 0.00 |
| ROLLER OPERATOR, OTHER | $ 17.52 | 0.00 |
| ROLLER OPERATOR, ASPHALT | $ 20.24 | 0.00 |
| REINFORCING STEEL WORKER | $ 22.46 | 0.00 |
| RECLAIMER/PULVERIZER OPERATOR | $ 19.05 | 0.00 |
| PIPELAYER | $ 19.23 | 0.00 |
| PAVEMENT MARKING MACHINE OPERATOR | $ 22.00 | 0.00 |
| PAINTER, STRUCTURES | $ 23.76 | 0.00 |
| OFF ROAD HAULER | $ 17.52 | 0.00 |
| MOTOR GRADER OPERATOR, ROUGH | $ 22.95 | 0.00 |
| MOTOR GRADER OPERATOR, FINE GRADE | $ 26.56 | 0.00 |

MILLING MACHINE OPERATOR.....$ 21.73 0.00
MECHANIC.....$ 26.15 0.00
LOADER/BACKHOE OPERATOR.....$ 20.32 0.00
LABORER, UTILITY.....$ 19.05 0.00
LABORER, COMMON.....$ 17.52 0.00
FRONT END LOADER OPERATOR, OVER 3 CY.....$ 20.20 0.00
FRONT END LOADER OPERATOR, 3 CY OR LESS.....$ 20.33 0.00
FOUNDATION DRILL OPERATOR, TRUCK MOUNTED.....$ 24.28 0.00
FORM SETTER, PAVING & CURB.....$ 19.18 0.00
FORM BUILDER/SETTER, STRUCTURES.....$ 20.63 0.00
FLAGGER.....$ 15.52 0.00
EXCAVATOR OPERATOR, OVER 50,000 POUNDS.....$ 22.90 0.00
EXCAVATOR OPERATOR, 50,000 POUNDS OR LESS.....$ 22.93 0.00
ELECTRICIAN.....$ 30.54 0.00
DIRECTIONAL DRILLING OPERATOR.....$ 25.19 0.00
DIRECTIONAL DRILLING LOCATOR.....$ 21.39 0.00
CRAWLER TRACTOR OPERATOR.....$ 20.92 0.00
CRANE OPERATOR, LATTICE BOOM OVER 80 TONS.....$ 28.87 0.00
CRANE OPERATOR, LATTICE BOOM 80 TONS OR LESS.....$ 26.47 0.00
CRANE OPERATOR, HYDRAULIC 80 TONS OR LESS.....$ 29.24 0.00
CONCRETE SAW OPERATOR.....$ 25.97 0.00
CONCRETE PAVEMENT FINISHING MACHINE OPERATOR.....$ 22.81 0.00
CONCRETE FINISHER, PAVING AND STRUCTURES.....$ 20.61 0.00
BROOM OR SWEEPER OPERATOR.....$ 18.09 0.00
BOOM TRUCK OPERATOR.....$ 27.82 0.00
ASPHALT RAKER.....$ 19.40 0.00
ASPHALT PAVING MACHINE OPERATOR.....$ 22.12 0.00
ASPHALT DISTRIBUTOR OPERATOR.....$ 24.07 0.00
AGRICULTURAL TRACTOR OPERATOR.....$ 19.14 0.00
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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
==========
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 $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026.  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)).

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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.

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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**

# GENERAL SURETY RIDER

To be attached and form a part of

| | |
|---|---|
| Bond No. | CI10453 |
| For | Northgate Patricia Street Improvements (Choice Partners #24/048MR-09) |
| Dated effective | 07/07/2026 (MONTH, DAY, YEAR) |
| Executed by | Yellowstone Landscape , as Principal, (PRINCIPAL) |
| And by | Central Insurance Company, as Surety, (SURETY) |
| And in favor of | City of College Station (OBLIGEE) |

**In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing**

| INFORMATION | FROM | TO |
|---|---|---|
| Contract Date | 07/23/2026 | 08/13/2026 |

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

**This rider is effective** **07/20/2026**

**(MONTH, DAY, YEAR)**

**Signed and Sealed** **07/20/2026**

**(MONTH, DAY, YEAR)**

**Yellowstone Landscape**
**PRINCIPAL**

**BY** _____
**TITLE**

**Central Insurance Company**
**SURETY**

**BY** Ryan Norman
**Ryan Norman, ATTORNEY-IN-FACT**

**POWER OF ATTORNEY**
**CENTRAL INSURANCE COMPANY**

**KNOW ALL MEN BY THESE PRESENTS**: That **Central Insurance Company**, a corporation duly organized and existing under the laws of the State of Ohio ("Company"), with its principal place of business located at 800 S. Washington St., Van Wert, Ohio 45891, has made, constituted and appointed, and does hereby make, constitute and appoint:

**Oana Dimulescu; Jodi Jennings; Mario Medina; Ryan Norman; Emma J. Bryant; Kelli E. Hansen; Lauren Blair; Alyssa Hunt; Abigail E. Curtiss; Ashley Burns; Camille Cruz; Heather Loyd**

each its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds undertakings of surety and other documents that the ordinary course of surety business may require, and to bind Central Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of Central Insurance Company at its principal office, in amounts or penalties: One Hundred Ten Million Dollars ($110,000,000).

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named in the Agreement, and the Agent has no authority to bind the Company except in the manner and to the extent therein stated. Unless otherwise revoked by the Company in writing, this Power of Attorney shall terminate concurrently with the termination of the Agreement. Upon revocation or termination, the Agent shall immediately cease to exercise any powers granted hereunder. This Power of Attorney shall be governed by the laws of the State of Ohio in all respects, including its validity, construction, interpretation and termination.

This Power of Attorney is granted pursuant to the Action by Written Consent of the Board Members of Central Insurance Company dated November 5, 2026 which is in full force and effect ("Resolution"), which Resolution provides, in pertinent part:

> "RESOLVED, That the Chief Operating Officer of the Company shall have the power and authority to execute and deliver Powers of Attorney appointing agents, producers, or representatives for the purpose of soliciting, underwriting, producing, and servicing surety and other bonds and related instruments within the Company's authorized lines of business subject to applicable laws, regulations and Company policies;
>
> FURTHER RESOLVED, that the Chief Operating Officer of the Company shall have the power and authority to limit, modify, or revoke any such Power of Attorney as the Chief Operating Officer deems appropriate to comply with the resolutions herein;
>
> FURTHER RESOLVED, that the Chief Operating Officer of the Company is authorized to execute any certificates, instruments, or other documents as may be necessary to evidence such authority;
>
> FURTHER RESOLVED, that each Power of Attorney shall be limited to the purposes described herein, and shall grant only such authority as is necessary to conduct the business described herein in accordance with underwriting standards, contractual agreements, and regulatory requirements…"

**IN WITNESS WHEREOF**, Central Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of December, 2025.

CENTRAL INSURANCE COMPANY

Cindy M. Hughes, Chief Operating Officer

State of Ohio }
County of Van Wert }

Before me, a Notary Public for and in said County and State, this 10th day of December, 2025, personally appeared the above-named officer of Central Insurance Company, an Ohio corporation, who acknowledged the execution of this original Power of Attorney, of which the foregoing is a full, true, and correct copy still in force and effect.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year written above.

Lindsay Arnott (Notary Public)

NOTARIAL SEAL STATE OF OHIO

Lindsay Arnott
Notary Public, State of Ohio
My Commission Expires:
March 04, 2029

I, the undersigned officer Central Insurance Company, an Ohio corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of Central Insurance Company on the 20th day of July, 2026

CENTRAL INSURANCE COMPANY

RJ. Colum VP of Growth

For verification of the authenticity of the Power of Attorney, please contact SuretyInquiries@amyntagroup.com

## PERFORMANCE BOND

**Bond No.** CI10453

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

**THAT WE,** Yellowstone Landscape, as Principal, hereinafter called "Contractor" and the other subscriber hereto Central 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 Three Hundred Ninety-Seven Thousand Nine Hundred Forty and 81 /100 Dollars ($397,940.81) 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 Northgate Patricia Street Improvements (Choice Partners #24/048MR-09),

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.** CI10453

**FOR THE CONTRACTOR:**

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

Yellowstone Landscape
**(Name of Contractor)**

**By:** Margaret Ellis
**Name:** Margaret Ellis
**Title:** Office Manager
**Date:** 07/23/26

**By:** [signature]
**Name:** Greg Monteeny
**Title:** Branch Mgr.
**Date:** 07/23/26

---

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

**By:** Emma J. Bryant
**Name:** Emma J. Bryant
**Title:** Witness
**Date:** 07/23/26

Central Insurance Company
**(Full Name of Surety)**

P.O. Box 351
Van Wert, OH 45891-0351
**(Address of Surety for Notice)**

**By:** [signature]
**Name:** Ryan Norman
**Title:** Attorney-in-Fact
**Date:** 07/23/26

CENTRAL INSURANCE COMPANY INCORPORATED 1876 OHIO

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**FOR THE CITY:**

**REVIEWED:**

Derra Purnell 7/27/2026
**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. 26300660
Construction Agreement Over $50,000
Form 04-20-2023

# TEXAS STATUTORY PAYMENT BOND

**Bond No.** CI10453

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

**THAT WE**, Yellowstone Landscape, as Principal, hereinafter called "Principal" and the other subscriber hereto Central Insurance Company, a corporation organized and existing under the laws of the State of OH, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Three Hundred Ninety-Seven Thousand Nine Hundred Forty and 81/100 Dollars ($397,940.81) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, Principal has entered into a certain contract with the City of College Station, dated the 23 day of July, 2026, for Northgate Patricia Street Improvements (Choice Partners #24/048MR-09), 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.** CI10453

**FOR THE CONTRACTOR:**

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

Yellowstone Landscape
**(Name of Contractor)**

**By:** Margaret Ellis

**Name:** Margaret Ellis

**Title:** Office Manager

**Date:** 07/23/26

**By:** [signature]

**Name:** Greg Marteeny

**Title:** Branch Mgr.

**Date:** 07/23/26

---

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

**By:** Emma J. Bryant

**Name:** Emma J. Bryant

**Title:** Witness

**Date:** 07/23/26

Central Insurance Company
**(Full Name of Surety)**

P.O. Box 351

Van Wert, OH 45891-0351
**(Address of Surety for Notice)**

**By:** Ryan Norman

**Name:** Ryan Norman

**Title:** Attorney-in-Fact

**Date:** 07/23/26

---

**FOR THE CITY:**

**REVIEWED:**

Derra Purnell 7/27/2026
**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. 26300660
Construction Agreement Over $50,000
Form 04-20-2023

**POWER OF ATTORNEY**
**CENTRAL INSURANCE COMPANY**

**KNOW ALL MEN BY THESE PRESENTS**: That **Central Insurance Company**, a corporation duly organized and existing under the laws of the State of Ohio ("Company"), with its principal place of business located at 800 S. Washington St., Van Wert, Ohio 45891, has made, constituted and appointed, and does hereby make, constitute and appoint:

**Oana Dimulescu; Jodi Jennings; Mario Medina; Ryan Norman; Emma J. Bryant; Kelli E. Hansen; Lauren Blair; Alyssa Hunt; Abigail E. Curtiss; Ashley Burns; Camille Cruz; Heather Loyd**

each its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds undertakings of surety and other documents that the ordinary course of surety business may require, and to bind Central Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of Central Insurance Company at its principal office, in amounts or penalties: One Hundred Ten Million Dollars ($110,000,000).

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named in the Agreement, and the Agent has no authority to bind the Company except in the manner and to the extent therein stated. Unless otherwise revoked by the Company in writing, this Power of Attorney shall terminate concurrently with the termination of the Agreement. Upon revocation or termination, the Agent shall immediately cease to exercise any powers granted hereunder. This Power of Attorney shall be governed by the laws of the State of Ohio in all respects, including its validity, construction, interpretation and termination.

This Power of Attorney is granted pursuant to the Action by Written Consent of the Board Members of Central Insurance Company dated November 5, 2026 which is in full force and effect ("Resolution"), which Resolution provides, in pertinent part:

> "RESOLVED, That the Chief Operating Officer of the Company shall have the power and authority to execute and deliver Powers of Attorney appointing agents, producers, or representatives for the purpose of soliciting, underwriting, producing, and servicing surety and other bonds and related instruments within the Company's authorized lines of business subject to applicable laws, regulations and Company policies;
>
> FURTHER RESOLVED, that the Chief Operating Officer of the Company shall have the power and authority to limit, modify, or revoke any such Power of Attorney as the Chief Operating Officer deems appropriate to comply with the resolutions herein;
>
> FURTHER RESOLVED, that the Chief Operating Officer of the Company is authorized to execute any certificates, instruments, or other documents as may be necessary to evidence such authority;
>
> FURTHER RESOLVED, that each Power of Attorney shall be limited to the purposes described herein, and shall grant only such authority as is necessary to conduct the business described herein in accordance with underwriting standards, contractual agreements, and regulatory requirements..."

**IN WITNESS WHEREOF**, Central Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of December, 2025.

**CENTRAL INSURANCE COMPANY**

Cindy M. Hughes, Chief Operating Officer

State of Ohio }
County of Van Wert }

Before me, a Notary Public for and in said County and State, this 10th day of December, 2025, personally appeared the above-named officer of Central Insurance Company, an Ohio corporation, who acknowledged the execution of this original Power of Attorney, of which the foregoing is a full, true, and correct copy still in force and effect.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year written above.

Lindsay Arnott (Notary Public)

NOTARIAL SEAL STATE OF OHIO

Lindsay Arnott
Notary Public, State of Ohio
My Commission Expires:
March 04, 2029

I, the undersigned officer Central Insurance Company, an Ohio corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of Central Insurance Company on the 23rd day of July, 2026

**CENTRAL INSURANCE COMPANY**

VP of Growth

For verification of the authenticity of the Power of Attorney, please contact SuretyInquiries@amyntagroup.com

**EXHIBIT C**
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

# CERTIFICATE OF LIABILITY INSURANCE

4/1/2027

DATE (MM/DD/YYYY) 6/29/2026

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

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

| | |
|---|---|
| **PRODUCER** Lockton Companies, LLC<br>DBA Lockton Insurance Brokers, LLC in CA<br>CA license #0F15767<br>3280 Peachtree Rd. NE, Ste. 1000<br>Atlanta GA 30305<br>(404) 460-3600 | **CONTACT NAME:** The Speed Team<br>**PHONE (A/C, No, Ext):** (404) 460-3600 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** secertspeed@lockton.com |
| **INSURED** 1472881<br>Yellowstone Landscape, Inc. and all Subsidiaries<br>See Attached List<br>P.O. Box 936347<br>Atlanta GA 31193 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Safety National Casualty Corporation — 15105<br>**INSURER B :** ACE Property and Casualty Insurance Company — 20699<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 16512987 **REVISION NUMBER:** XXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>X Pesticide&Herbicide<br>X SIR $250,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | Y | Y | GL6676218 | 4/1/2026 | 4/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| A<br>A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | Y | N | CA6676217<br>XEL4069294 - $1M x $1M | 4/1/2026<br>4/1/2026 | 4/1/2027<br>4/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 2,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| B | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | Y | N | XEUG72569647 005 | 4/1/2026 | 4/1/2027 | EACH OCCURRENCE<br>AGGREGATE<br>SIR | $ 10,000,000<br>$ 10,000,000<br>$ 25,000 |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | LDS4066360 | 4/1/2026 | 4/1/2027 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

The City of College Station, its agents officials, employees are included as Additional Insureds with respect to General Liability, Auto Liability and Umbrella Liability where required by written contract subject to policy terms, conditions and exclusions. Waiver of Subrogation applies in favor of additional insured as required by written contract as respect to General Liability and Workers Compensation Liability, subject to terms, conditions and exclusions where applicable by state law.

**CERTIFICATE HOLDER**

**16512987**
CITY OF COLLEGE STATION
Attn: Risk Management
P O Box 9960
College Station TX 77842 USA

**CANCELLATION** See Attachments

**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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## Policy Forms

## General Liability

1. CG 20 10 12 19  Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19  Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

# List of Named Insureds

Yellowstone Parent, L.P.

Elk Intermediate Company I, Inc.

Elk Intermediate Company II, Inc.

Elk Buyer, Inc.

YLG Holdings, Inc.

Yellowstone Intermediate Holdings, Inc.

Yellowstone Landscape, Inc.

Yellowstone Landscape - Southeast, LLC

ALSW, LLC

Leaderscape - Palm Beach, LLC

Florida Landscape Consultants, LLC

Southeast Landscape Management Company, LLC

Davis Landscape Company, LLC

YLA - Midwest, LLC

Crawford Landscape Group, LLC

Acres Maintenance, LLC

Hayden Landscaping & Maintenance, LLC

Green-Up Landscape, LLC

Acres Enterprises, LLC

Yellowstone Landscape - Central, Inc

BLSW, LLC

YLCSW, LLC

Texas Services, LLC

Native Land Design, LLC

Landscape USA - Austin, LLC

Ecoscape Solutions Group, LLC

ELSW, LLC

Heads Up Landscape Contractors, LLC

Yellowstone Landscape West, LLC

SLM Holdings , LLC

Somerset Landscape LLC

Park Landscape LLC

Green Pastures Landscape Company, LLC

Boren's Grass Groomers, LLC

Duke's Grounds Maintenance, LLC

Landscape Management Professionals, LLC

RKLT Properties, LLC

Arizona's Best Landscape Management

Bloom Floralscapes, LLC

KCS Landscape Management, LLC

Premier Sports Fields, LLC

Moore Landscapes, LLC

O'Donnell's Landscape Service, LLC

Gleason Johndrow Landscaping, LLC

Townscapes, LLC

Northwest Landscaping, LLC

Rainmaker Irrigation and Landscaping, LLC

Greenery NYC, Inc.

Green Environmental Landscape, LLC

Elegant Lawn Care, LLC

Frank Carson Landscape & Maintenance, LLC

Green Earth, Inc.

Green Earth YL, LLC

Proscape Landscaping Management, LLC

Trisler Landscape, LLC

Proscape Landscaping Management, Corp.

**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.

Reference proposal and drawings for Northgate Patricia Street Improvements.
(Choice Partners #24/048MR-09)

YELLOWSTONE LANDSCAPE

# CONSTRUCTION PROPOSAL
## CITY OF COLLEGE STATION NORTHGATE
### LANDSCAPE AND HARDSCAPE SERVICES

| | | | |
|---|---|---|---|
| **City:** | College Station, TX | **Choice Partners Cooperative Contract No.:** | #24/048MR-09 |
| **Project Name:** | CITY OF COLLEGE STATION NORTHGATE | | |
| **Contractors Name:** | Yellowstone Landscape - Central, Inc. | | |
| **Project Address:** | 303 Patricia St, College Station, TX 77840 | | |
| **Submitted To:** | | **Submission Date:** | |

Yellowstone Landscape is pleased to present the following proposal for **LANDSCAPE INSTALLATION SERVICES at the College Station, TEXAS 77840.** This proposal has been prepared from the Pricing Request for Landscape Installation Services, which was sent to our office. All materials, labor, equipment, and mobilization costs necessary to complete the project items as listed below have been included in this proposal.

| ITEM NUMBER | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL EXT. PRICE |
|---|---|---|---|---|---|
| **LANDSCAPE INSTALLATION SERVICES** | | | | | |
| 1 | NEW CONCRETE PAVERS (BELGARD CLASSIC STANDARD CHARCOAL) | 1,374.83 | Man Hr | $ 58.350 | $ 80,221.37 |
| 2 | NEW CURB @ MEDIAN EXTENSION | 172.55 | Man Hr | $ 58.350 | $ 10,068.05 |
| 3 | DEMO & SAWCUT SERVICES @ EXISTING CURB | 673.13 | Man Hr | $ 58.350 | $ 39,277.31 |
| 4 | DEMO & REMOVAL SERVICES @ TREE RETAINING WALLS | 542.90 | Man Hr | $ 58.350 | $ 31,677.93 |
| 5 | CONCRETE MOW CURBS AROUND TREES | 990.92 | Man Hr | $ 58.350 | $ 57,819.92 |
| 6 | MODULAR BENCH INSTALLATION | 1,558.28 | Man Hr | $ 58.350 | $ 90,925.36 |
| 7 | SALVAGED PAVERS AROUND MOW CURBS | 234.65 | Man Hr | $ 58.350 | $ 13,691.96 |
| 8 | RELOCATE IN-GROUND JUNCTION BOX /CONVERT OUTLET ELECTRICAL BOXES | 1,033.31 | Man Hr | $ 58.350 | $ 60,293.74 |
| 9 | SHREDDED WOOD MULCH @ PLANTING BED AREAS | 47.55 | CY | $ 82.220 | $ 3,909.97 |
| 10 | FENCING/ TREE PROTECTION | 172.33 | Man Hr | $ 58.350 | $ 10,055.20 |
| | | | | | |
| | | | | | |
| | **Subtotal:** | | | | $ 397,940.81 |
| | **PROJECT TOTAL:** | | | | $ 397,940.81 |

## Notes & Clarifications:

* This bid shall be valid for 60 days from the date of submission.
* PAYMENT & PERFORMANCE bonding fees are included in these Pricing Totals.
* General Conditions, Incidentals, and Mobilization Fees are evenly distributed into each item.
* This proposal **DOES NOT** include sales tax. Owner to provide proper Tax Exempt Documentation or Sales Tax will be added to the prices shown above.
* Items of work that fall outside of the description codes included above are not included in this proposed price.
* YL was not provided a set of written specifications for this project. All plan notes and details were utilized to prepare this estimate. Should considerable changes in scope of work required arise; YL reserves the right to update our prices accordingly.
* YL was not provided with any details which outlined special badging and or safety certifications associated with working on this project. Our labor force is held to high standards for safety and professionalism when working on any project site. Should additional certifications and or badging requirements be necessary; an additional charge for the time and cost of this process will need to be added to our scope.

* **The following exclusions apply only to the extent an item is NOT included in our priced line items above.** Where any item listed below is specifically included in our line-item scope, including the demolition (Items 3 & 4), paver installation (Items 1 & 8), bench/site-furniture installation (Item 6-7), and the electrical disconnect/conversion work (Item 9), that priced scope governs and the exclusion does not apply.

* **ITEMS OF WORK SPECIFICALLY EXCLUDED FROM OUR PRICED SCOPE OF WORK INCLUDE THE FOLLOWING:** General Items including SWPPP, Clearing & Grubbing, site-wide Earthwork Items including Regrading of Swales/ Scalp Mowing for Topsoil Areas/ Strip Topsoil/ Stockpile/ Placement of Topsoil, civil drainage like Storm Water Utility Drainage Items, Concrete Paving,Traffic Control Services, Structural Soil Importing/ installation, iron fencing & gates, Lighting/ Electrical Installations except the in-ground junction box relocation and in-tree outlet conversions specifically included in Item 9, and or any other construction type activity that is not clearly identified in our summary above.

## Hardscape Construction Services:

* Site-wide rough grading, mass excavation, and cut/fill to bring the overall site to subgrade are to be performed by others; Yellowstone assumes all finished elevations upon mobilization to be at or near required elevations for drainage and accessibility. Notwithstanding the above, the localized excavation, fine grading, and removal/haul-off of excess soil around the existing trees and tree roots, as required to set final grade and install the new pavers and mow curbs , IS INCLUDED in our priced scope (see Items 1, 5, and the related work). Should site-wide rough grading, topsoil import, or haul-off beyond the tree areas be required, Yellowstone will prepare a separate proposal for review and approval prior to proceeding..

* **NEW CONCRETE PAVERS:** Price to furnish and install new Belgard Classic concrete pavers in charcoal color at the median. This price includes salvaging the existing red pavers, removing the existing soil/base from the site, and storing the salvaged material at a convenient location for return to the site at a later date. Work also includes setting the layout and stakes, installing 2" of bedding sand, installing the Belgard Classic charcoal pavers in a running bond pattern, installing joint sand, compacting the pavers with a plate compactor, and cleaning and washing the pavers. This price also covers installation of pavers at the median extension over the street.

* **NEW CURB @ MEDIAN EXTENSION:** Price to install a new concrete curb where the new paver extension adjoins the street, totaling approximately 50 linear feet of curb edge. The process includes setting the layout, setting the formwork, placing the rebar, pouring the concrete, installing expansion joints, stripping and removing forms, drilling and doweling holes in the concrete at 3' on center, and washing and trowel-finishing the curb.

* **DEMO & REMOVAL SERVICES @ TREE RETAINING WALLS:** Price to demolish the retaining/planter walls around 19 existing trees and haul all resulting material off site. This price covers demolition of the walls and associated dump fees only (Both excess soil in brick wall planters and debris); it does not include new soil or new planting mix to replenish the new mulch planting pits inside concrete mow curb areas. We have observed that some planters currently lack any garden mix while others are full. Should the owner request that the planters be filled, Yellowstone will provide a separate price for the tree soil mixes.

* **DEMO & SAWCUT SERVICES @ EXISTING CURB:** Price to saw-cut and remove the existing curb along the median where curb removal is shown on the plan. As no curb specification or detail was provided, the replacement curb will be constructed to TxDOT curb standards.

* **CONCRETE MOW CURBS AROUND TREES:** Price to install circular concrete mow curbs around the trees. The scope of work includes setting the layout and stakes, compacting the base where the footing is to be poured, installing plastic forms in a circular pattern and staking them to the ground, installing a second plastic form inside the outer ring, placing two continuous #4 rebar with one 9" vertical #4 rebar at 12" on center, pouring the concrete, stripping and cleaning, and trowel-finishing the edges.

* **MODULAR BENCH INSTALLATION:** Price to install new modular benches with IPE woods and steel frame around tree areas. There is no detail, specification provided as to how the installation process is; Yellowstone has given an allowance to perform the installation of benches. This price does not include the bench material, as we understand this item is owner provided.

* **SALVAGED PAVERS AROUND MOW CURBS:** Price to reuse the salvaged existing red pavers around the newly installed circular concrete mow curbs in a herringbone pattern. This cost includes the labor to install the pavers, 2" of setting base, polymeric joint sand, and clean-up.

* **RELOCATE IN-GROUND JUNCTION BOX / CONVERT IN-TREE OUTLET BOXES TO WEATHERPROOF UNIONS:** Price to (1) relocate the existing in-ground junction box (+/- 18"), and (2) remove the existing electrical outlet boxes mounted in/on the trees and convert each to an exterior, weatherproof male/female union connection. This item covers both the in-ground junction box and the in-tree boxes at all tree locations identified on the plan. No new circuiting, wiring runs, fixtures, or other electrical work is included beyond the disconnect-and-convert scope described.

* **BARK MULCH AROUND TREES:** Price to furnish and install 2" of light bark mulch around each tree ring.

Yellowstone appreciates the opportunity to provide you with this proposal for Landscape Services. Please let us know if we can be of any further assistance. Should you have any questions or require additional information, please feel free to contact me via email (armarookhani@Yellowstonelandscape.com) or at the main office (713.462.8552).

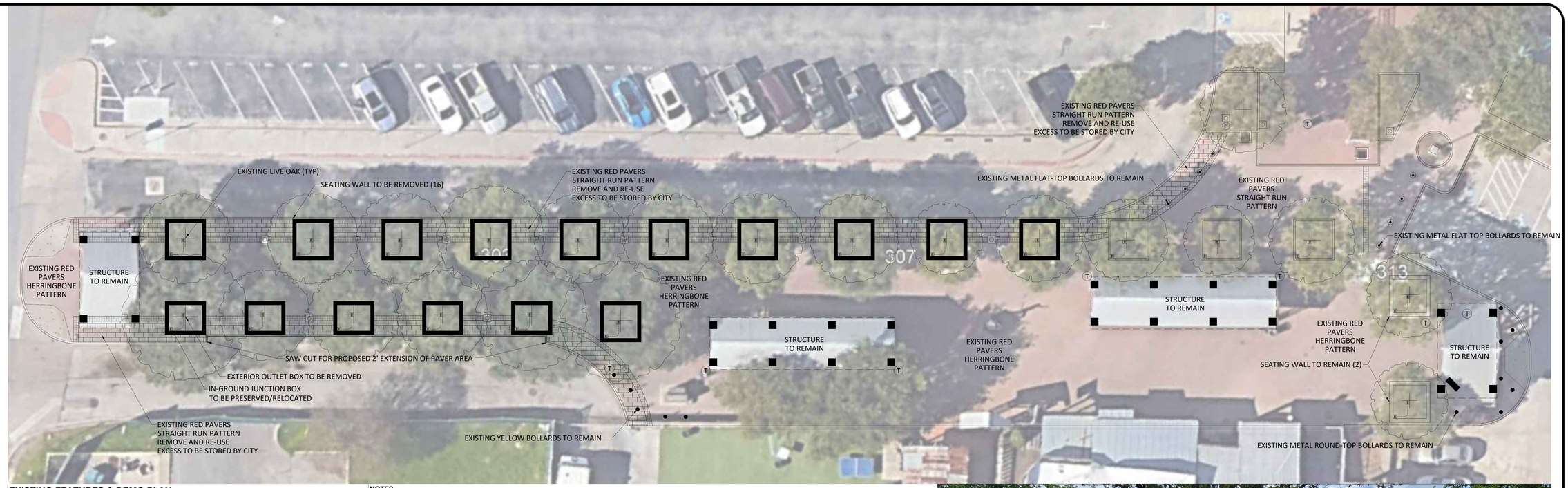
Respectfully,

**Acknowledgement of Addendum(s):** #1 dated: _____
#2 dated: _____
#3 dated: _____
#4 dated: _____
#5 dated: _____

**AMIR MAROOF**
***Estimator***

YELLOWSTONE LANDSCAPE

www.yellowstonelandscape.com 10892 Shadow Wood Dr., Houston, TX 77043 713.462.8552 **ph.** 713.690.6461 **fax**




## EXISTING FEATURES & DEMO PLAN

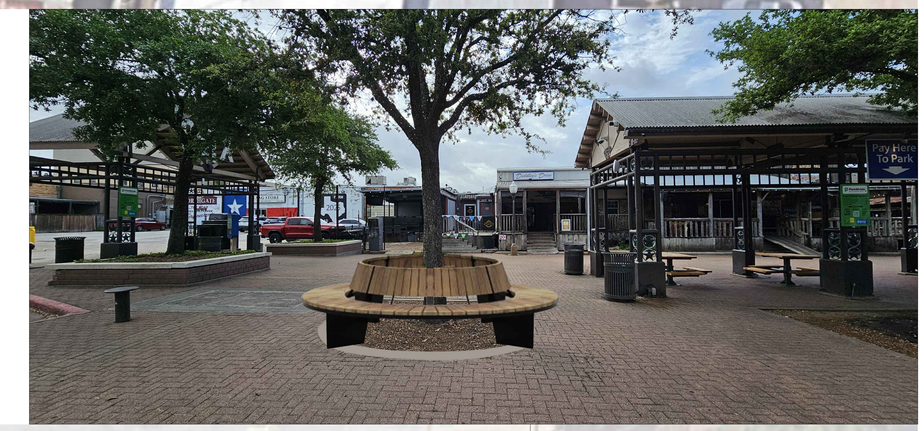
### REFERENCE NOTES SCHEDULE DEMO

| SYMBOL | CODE | DESCRIPTION | QTY | DETAIL |
|---|---|---|---|---|
| | 5 | REMOVE AND SALVAGE RED PAVERS | 1,484 SF | |
| | 6 | GREY PAVERS (EXISTING - TO REMAIN) | 430 SF | |
| | 1 | SAW CUT CONCRETE | 48 SF | |

**NOTES**

TREES:
–REMOVAL OF WEED BARRIER
–REMOVAL & RE-INSTALL/RE-WRAP CONDUIT AND STRING LIGHTS
–TREES TRIMMING: FOCUS ON ROOT PRUNING, DEADWOOD REMOVAL, SUCKERS, STRUCTURAL TRIMMING, LONG-TERM HEALTH OF THE TREE. ISA CERTIFIED ARBORIST
–REMOVE EXCESS SOIL & MULCH
–DEEP ROOT FERTILIZATION
–LIGHT BARK MULCH APPLICATION ONCE PER YEAR (1-2" DEPTH)
ELECTRICAL:
–RELOCATE IN-GROUND JUNCTION BOX (+/- 18")
–CONVERT OUTLET BOXES IN TREES TO EXTERIOR, WATERPROOF UNIONS

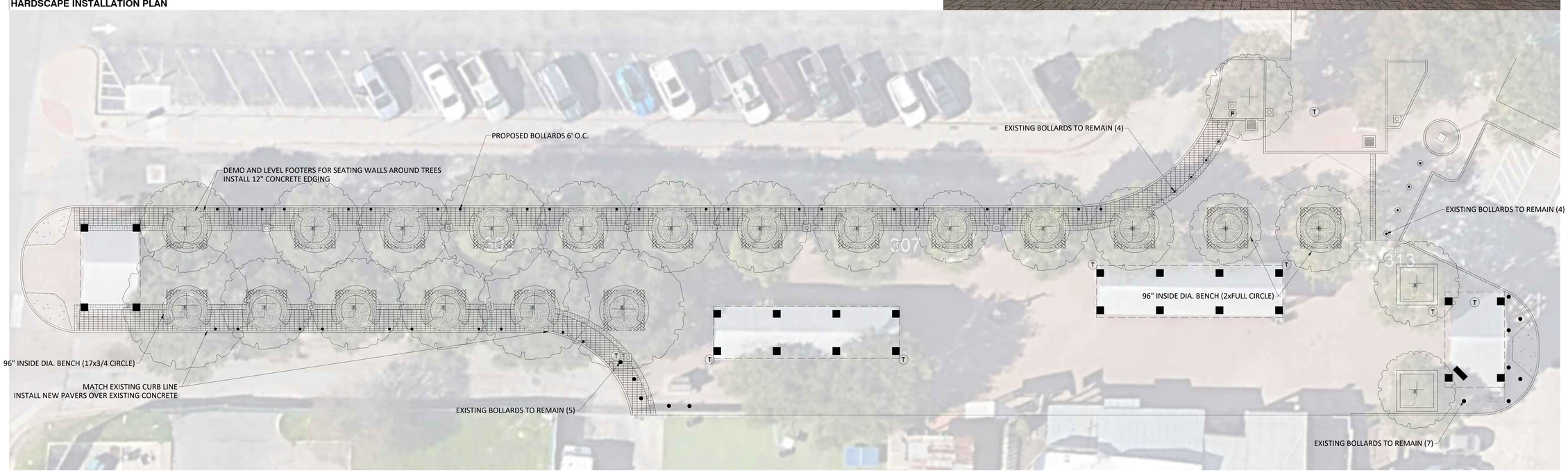
SAW-CUT AND RE-POUR SECTION OF CURB
REMOVE, CUT & RE-INSTALL PAVERS FOR INSTALLATION OF BOLLARDS (FOOTER DETAIL PROVIDED BY VENDOR)
INSTALL BOLLARDS (6' O.C.)
–REVISION 2: 5.29.2026: REDUCE NUMBER OF BOLLARDS. UTILIZING TREES TO ACCOUNT FOR PEDESTRIAN PROTECTION.
DEMO SEATING WALLS AROUND TREES
INSTALL 6" ht. CONCRETE EDGING AROUND TREES




### REFERENCE NOTES SCHEDULE INSTALL

| SYMBOL | CODE | DESCRIPTION | QTY | DETAIL |
|---|---|---|---|---|
| | 1 | CONCRETE CURB INSTALLATION (MATCH EXISTING) | 355 SF | |
| | 3 | BARK MULCH | 1,492 SF | |
| | 4 | BELGARD CLASSIC STANDARD CHARCOAL (NEW) | 1,760 SF | |
| | 6 | GREY PAVERS (EXISTING - TO REMAIN) | 433 SF | |
| | 8 | RED PAVERS (RE-USE EXISTING) | 288 SF | |
| ● | 11 | PROPOSED BOLLARD (SEE IMAGES/SPECS) | 32 | |

## HARDSCAPE INSTALLATION PLAN




10882 SHADOW WOOD DRIVE
HOUSTON, TX 77043
T - 713.462.8552
F - 713.690.6461
bcoubrough@yellowstonelandscape.com
YELLOWSTONE LANDSCAPE

CITY OF COLLEGE STATION NORTHGATE - REHAB PLAN

303 Patricia St, College Station, TX 77840

COLLEGE STATION, TEXAS

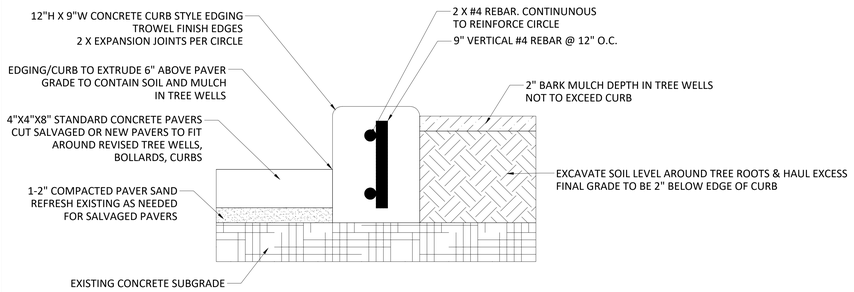
REVISION:4-6-16-2026

DATE: 04-01-2026
DRAWN BY: B. Coubrough
SCALE: As Shown

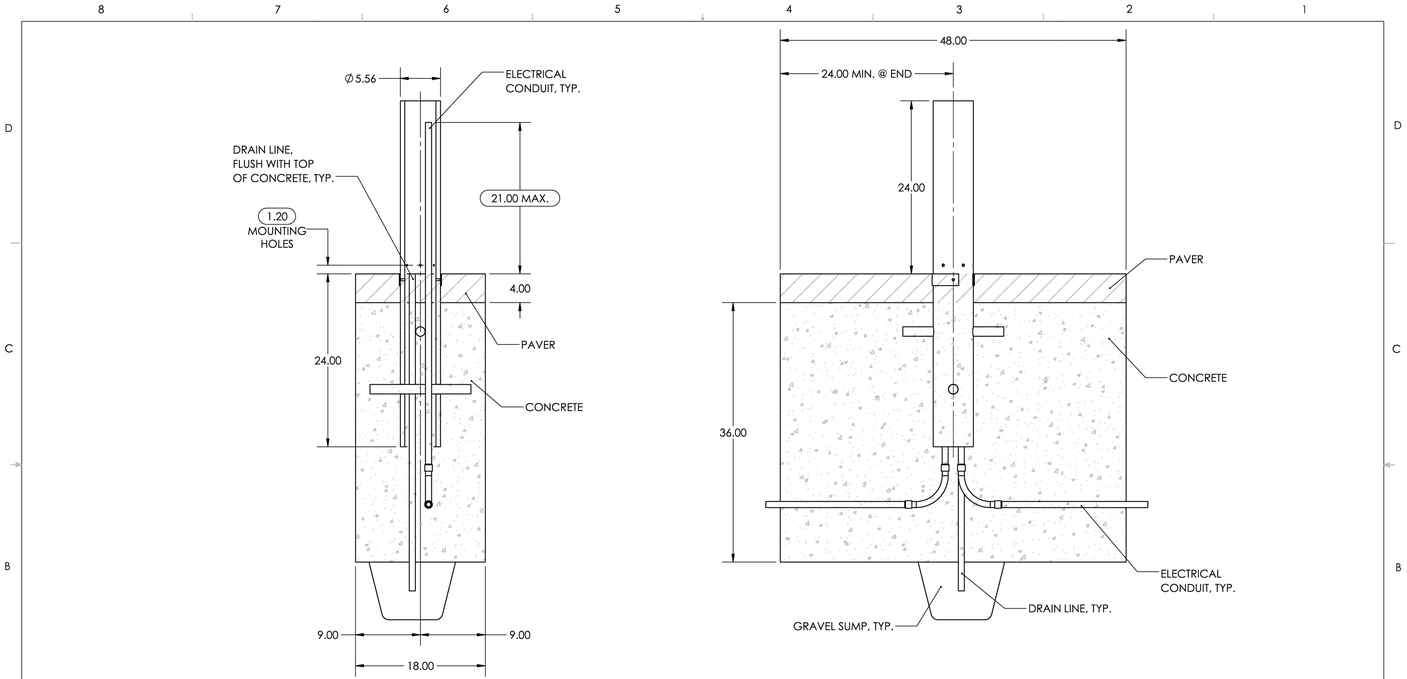
SHEET L-1
1 OF 2 SHEETS

JOB NO. -----

YELLOWSTONE LANDSCAPE COPYRIGHTED MATERIALS 2026




**CONCRETE CURB STYLE EDGING DETAIL - NTS**




**END VIEW (PARTIAL SECTION)**

**SIDE VIEW (PARTIAL SECTION)**

NOTES:

1. FOOTINGS HAVE BEEN DESIGNED TO BEAR ON UNDISTURBED SOIL OR PROPERLY COMPACTED ENGINEERED FILL ASSUMING A NET BEARING CAPACITY OF 3000 PSF.
2. CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH THE "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318) AND THE SPECIFICATIONS FOR STRUCTURAL CONCRETE (ACI 301)OF THE AMERICAN CONCRETE INSTITUTE (EDITIONS AS REQUIRED BY GOVERNING CODE).
3. CAST-IN-PLACE CONCRETE SHALL BE NORMAL WEIGHT CONCRETE WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH (F'C) OF 5000 PSI UNO.
4. PROVIDE 6% (+/-1.5%) AIR ENTRAINMENT IN CONCRETE EXPOSED TO FREEZE/THAW.

| REV. | DESCRIPTION | REVISED BY | DATE |
|---|---|---|---|
| 0 | INITIAL RELEASE | ---------- | --------- |

UNLESS OTHERWISE SPECIFIED:
1. PRIMARY DIM. ARE IN INCHES & SECONDARY (DIM) IN MM.
2. TOLERANCES
FRACTIONAL: ±1/32 ; ANGULAR/BEND: ±1°
TWO PLACE DECIMAL ±.030
THREE PLACE DECIMAL ±.020
3.REMOVE ALL BURRS AND SHARP EDGES
THIRD ANGLE PROJECTION
MATERIAL: N/A
FINISH: N/A
WEIGHT: N/A
SCALE: NOT TO SCALE

**Forms+Surfaces** www.forms-surfaces.com

| | NAME | DATE |
|---|---|---|
| DWN | YAF | 5/23/2023 |
| CHK | | |

DESCRIPTION:
**FORMS+SURFACES**
**S10-P1 SECURITY CORE, HELIO 600**
**INDIVIDUAL FOUNDATION, WITH PAVER**

DO NOT SCALE DRAWING

**PROPRIETARY AND CONFIDENTIAL**
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FORMS + SURFACES. ANY REPRODUCTION IN PART, OR AS A WHOLE WITHOUT WRITTEN PERMISSION IS PROHIBITED.

| SIZE | DWG. NO. | REV | SHEET |
|---|---|---|---|
| B | S10-DP-IND-PV-LBHLO-INSTALL | 0 | 1 OF 1 |

**BOLLARD FOOTER DETAIL - NTS**

10882 SHADOW WOOD DRIVE
HOUSTON, TX 77043
T - 713.462.8552
F - 713.690.6461
bcoubrough@yellowstonelandscape.com
YELLOWSTONE LANDSCAPE

CITY OF COLLEGE STATION NORTHGATE - REHAB PLAN - DETAILS

303 Patricia St, College Station, TX 77840

COLLEGE STATION, TEXAS

REVISION:4-6-16-2026

DATE: 04-01-2026
DRAWN BY: B. Coubrough
SCALE: As Shown

SHEET L-2
2 OF 2 SHEETS

JOB NO. -----

YELLOWSTONE LANDSCAPE COPYRIGHTED MATERIALS 2026

**EXHIBIT E**
**CONSTRUCTION SCHEDULE**

Majority of the work @ 60 calendar days
Custom Bench Installation @ 21 days

Substantial completion is no later than January 31, 2027 of notice to proceed.

**August 13, 2026**
**Item No. 6.9.**
**Texas Disposal Systems, Inc. Franchise Agreement 1st Reading**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Texas Disposal Systems, Inc. for the collection of recyclables from commercial businesses and multi-family locations.

**Relationship to Strategic Goals:**
1. Core Services and Infrastructure

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

**Summary:** This item is an ordinance granting Texas Disposal Systems, Inc. a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

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

Counting Texas Disposal Systems, Inc., the city has a total of twenty (20) franchised haulers. This list can be found on the city’s website under Public Works.

**Budget & Financial Summary:** N/A

**Attachments:**
1. 26300695--BMW (CC 08.13.26 & 08.27.26)

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300695 PROJECT#: N/A BID/RFP/RFQ#: N/A

**Project Name / Contract Description:** Recyclable Waste Franchise Agreement

**Name of Contractor:** Texas Disposal Systems, Inc.

**CONTRACT TOTAL VALUE:** $ N/A

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

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

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

■ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

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

*(If required)**
**CRC Approval Date*:** N/A **Council Approval Date*:** 8/13&8/27/26 **Agenda Item No*:** TBD

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

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

**SIGNATURES RECOMMENDING APPROVAL**

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 7/28/2026 DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

**APPROVED & EXECUTED**

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

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

**ORDINANCE NO. _____**

**WASTE COLLECTION FRANCHISE AGREEMENT**

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

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

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

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

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

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## ARTICLE I. DEFINITIONS

**1.1** **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.

**1.2** **Approved Customers** means those designated premises located within the City that generate Recyclables.

**1.3** **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.

**1.4** **City Council or Council** means the governing body of the City of College Station, Texas.

**1.5** **City** means the City of College Station, a Texas Home Rule Municipal Corporation.

**1.6** **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.

**1.7** **Collection** means the scheduled aggregation of Recyclables by Contractor.

**1.8** **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.

**1.9** **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.

**1.10** **Contractor** means the Contractor franchised for the collection of Recyclables.

**1.11** **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.

**1.12** **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.

**1.13** **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.

**1.14** **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

**1.15** **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.

**1.16** **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.

**1.17** **TAC** means the Texas Administrative Code now and as amended.

**1.18** **TCEQ** means the Texas Commission on Environmental Quality.

## ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

**2.1** **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

**2.2** **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.

**2.3** **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.

**2.4** **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

## ARTICLE III. PAYMENT AND TERM

**3.1** **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on

the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

**a.** A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.

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

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

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

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

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

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

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

## ARTICLE IV. ACCESS TO RECORDS & REPORTING

**4.1** **Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.

**4.2** **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

**4.3** **Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.

**4.4** **Activity Report**. Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth ($20^{th}$) calendar day of each month. Contractor's report shall include the following information:

- **a.** The Customer collection count, itemized by customer type.
- **b.** Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
- **c.** Any other information concerning the collections as required by the City's Representative.

## ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

## ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

**6.2** **Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.

**6.3** **Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

## ARTICLE VII. COLLECTION AND TRANSPORT

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

**7.2** **Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

## ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

**8.2** **City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

## ARTICLE IX. SERVICE COMPLAINTS

**9.1** **Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

**9.2** **Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

**9.3** **Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.

**9.4** **Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars ($300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

## ARTICLE X. DISPOSAL AND PROCESSING

**10.1** **Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWMA, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.

**10.2** **Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

## ARTICLE XI. VIOLATION AND PENALTY

**11.1** **Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed $2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.

**11.2** **Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

## ARTICLE XII. INSURANCE

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

**12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in

**Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

## ARTICLE XIII. INDEMNIFICATION AND RELEASE

**13.1 Indemnification. Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.**

**13.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.**

## ARTICLE XIV. DISPUTES AND MEDIATION

**14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

**14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

**14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

## ARTICLE XV. GENERAL TERMS

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

**15.2 Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | |
|---|---|
| City of College Station<br>Attn: Stacy Ewing<br><br>PO Box 9960<br>College Station, TX 77842<br>sewing@cstx.gov | Texas Disposal Systems, Inc.<br>Attn: Rick Fraumann, Vice President of Sales & Growth<br>P.O. Box 17126<br>Austin, Texas 78760<br>rfraumann@texasdisposal.com |

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

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

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

**a.** First Consideration & Approval on the 13th day of August, 2026.

**b.** Second Consideration & Approval on the 27th day of August, 2026.

**TEXAS DISPOSAL SYSTEMS, INC**

By: Rick Fraumann

Printed Name: Rick Fraumann

Title: **Owner/Member**

Date: 7/28/2026

**CITY OF COLLEGE STATION**

By: _____
Mayor

Date: _____

**ATTEST:**

_____
City Secretary
Date: _____

**APPROVED:**

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

## EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is $220.00 per pull and may increase, depending on a variety of conditions, including but not limited to:

a. Location of Customer
b. Impact on Existing Routes
c. Ingress and Egress Capabilities
d. Special Requests by Customers
e. Frequency of Collections
f. Volume of Materials
g. Type of Materials
h. External Contributing Conditions of Market Costs

## EXHIBIT B. INSURANCE REQUIREMENTS

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

### I. Standard Insurance Policies Required:

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

### II. General Requirements Applicable to All Policies:

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

### III. Commercial General Liability

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

## IV. Business Automobile Liability

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

## V. Workers' Compensation Insurance

a. Workers compensation insurance shall include the following terms:
    i. Employer's Liability minimum limits of liability not less than $500,000 for each accident/each disease/each employee are required
    ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
    iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

## EXHIBIT C. CERTIFICATES OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2026

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

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

**PRODUCER**
Hub International Midwest West
203 N La Salle St Ste 2000
Chicago IL 60601-1245

License#: 100290819 TEXADIS-03

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** 312-922-5000 **FAX (A/C, No):** 312-922-5358
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : AIU INS CO | 19399 |
| INSURER B : National Union Fire Insurance Company of Pittsburg | 19445 |
| INSURER C : HOMESITE INS CO OF FL | 11156 |
| INSURER D : Westchester Fire Insurance Company | 10030 |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Texas Disposal Systems, Inc
12200 Carl Rd
Buda, TX 78610

**COVERAGES** **CERTIFICATE NUMBER:** 2087022197 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | 019329799 | 5/1/2026 | 5/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | | 019329797 | 5/1/2026 | 5/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C<br>D | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | CXS-049909-01<br>G72506303006 | 5/1/2026<br>5/1/2026 | 5/1/2027<br>5/1/2027 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]<br>(Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 019329802 | 5/1/2026 | 5/1/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of College Station is an Additional insured on a primary and non-contributory basis with respect to General Liability and Auto Liability only when required by written contract or agreement subject to terms, conditions, and exclusions. Waiver of Subrogation is granted in favor of the stated additional insureds on the Workers Compensation policy only when required by written agreement or contract where allowable by law. 30-Day Notice of Cancellation applies in accordance to policy terms and conditions.

**CERTIFICATE HOLDER**

City of College Station
Attn: Caroline Ask
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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**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 05/01/2026
forms a part of Policy No. 019329797
issued to TEXAS DISPOSAL SYSTEMS, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

## ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

**ADDITIONAL INSURED:**

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

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

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

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

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

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 019329797

COMMERCIAL AUTO
CA 04 49 11 16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of 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.

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2. "Bodily injury" or "property damage" occurring after:

   a. 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

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

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

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

   1. Required by the contract or agreement you have entered into with the additional insured; or

   2. Available under the applicable limits of insurance;

   whichever is less.

   This endorsement shall not increase the applicable limits of insurance.


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POLICY NUMBER: 019329799

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

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

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


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## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 05/01/2026 forms a part of Policy No. 019329802

Issued to TEXAS DISPOSAL SYSTEMS, INC.

By A I U INSURANCE COMPANY

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

(X) Blanket Waiver

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

2. Operations:

3. Premium:

   The premium charge for this endorsement shall be 2.000 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: [redacted]

Countersigned by _____

Authorized Representative

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

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**August 13, 2026**
**Item No. 6.10.**
**Parking Removal and Additions - Moss, Welsh, and Gilchrist**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on an ordinance amending Chapter 38, “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1014, “Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time,” of the Code of Ordinances of the City of College Station, Texas, by removing parking on designated portions of Welsh Avenue and Moss Street and adding parking on a portion of Gilchrist Avenue.

**Relationship to Strategic Goals:**
1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approval of the ordinance.

**Summary:** Traffic Engineering staff evaluated existing parking conditions along Welsh Avenue, Moss Street, and Gilchrist Avenue and identified operational and accessibility concerns related to roadway width, emergency vehicle access, and existing parking restrictions.

Welsh Avenue, between Holleman Drive and Thompson Street, is approximately 26 feet wide and contains existing "No Parking" signage along portions of the corridor. Due to roadway width constraints and recurring on-street parking activity, accessibility concerns for emergency vehicles have been identified. The proposed ordinance amendment updates and expands restrictions to prohibit parking on both sides between Holleman Drive and Thompson Street.

Moss Street, between Texas Avenue and Foster Avenue, is approximately 27 feet wide and currently permits parking on both sides. Due to constrained roadway width, curvature near Foster Avenue, and cut-through traffic, on-street parking can restrict emergency and operational vehicle access. Parking removal is proposed on both sides of Moss Street between Texas Avenue and Foster Avenue.

Gilchrist Avenue, between Texas Avenue and Foster Avenue, currently has an existing parking restriction adjacent to City Hall. Staff determined the roadway can accommodate on-street parking near residential properties with shorter driveway lengths while maintaining operational functionality. The proposed ordinance adds parking along the west side of Gilchrist Avenue while maintaining the existing restriction adjacent to the Visit College Station building and portions of City Hall frontage.

A public meeting for parking removal on Welsh Street was held on February 17, 2026, in conjunction with several other parking removal requests. There was no opposition at the meeting. A meeting for the parking removal on Moss Street and reinstatement of parking on Gilchrist was held on July 20, 2026. One resident attended the meeting and expressed no opposition to the requests.

This ordinance would remove parking along Welsh Street between Holleman Drive and Thompson Street and along Moss Street. The ordinance also adds parking along Gilchrist Avenue between Foster Street and Texas Avenue.

**Budget & Financial Summary:** The installation of the “NO PARKING” signs is accounted for in the Public Works Traffic Signs and Markings operations budget.

**Attachments:**

1. Ordinance - Parking Removal & Additions_Welsh_Moss_Gilchrist v2
2. Exhibit - Welsh Moss and Gilchrist (COMBINED)

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1014 "TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING ANY TIME," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, TO REMOVE PARKING ON MOSS STREET AND WELSH AVENUE, AND ADDING PARKING ON A PORTION OF GILCHRIST AVENUE, BY AMENDING CERTAIN SECTIONS AS SET FORTH BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

**PART 1:** That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

**PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

**PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

**PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

**PASSED, ADOPTED and APPROVED this 13th day of August, 2026.**

**ATTEST:** **APPROVED:**

_____ _____

**City Secretary** **Mayor**

**APPROVED:**

_____

**City Attorney**

## Exhibit A

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," is hereby amended by removing the following:

| ***Traveling on*** | ***Between*** | ***Travel Direction*** | |
|---|---|---|---|
| Gilchrist Avenue | Texas Avenue and Foster Avenue | West | No parking from here to corner and no parking any time |
| Welsh Avenue | Holleman Drive and extending north 100' | All directions | No parking any time |

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," is hereby amended by adding the following:

| ***Traveling on*** | ***Between*** | ***Travel Direction*** | |
|---|---|---|---|
| Moss Street | Texas Avenue and Foster Avenue | All directions | No parking any time |
| Gilchrist Avenue | Texas and Foster Avenue | Southwest | No parking any time adjacent to Visit College Station building; No parking from here to corners adjacent to City Hall |
| Welsh Avenue | Holleman Drive and Thompson Street | All directions | No parking any time |

**Sec. 38-1014. - Traffic Schedule XIV, no parking here to corner and no parking any time.**

Exhibit May 2026: Welsh Avenue




**EXISTING "NO PARKING" IN FIELD (REVISED SIGN, UPDATED ORDINANCE, ETC.)**

| *Traveling on* | *Between* | *Travel Direction* | | *Street Width* |
|---|---|---|---|---|
| *Welsh Avenue | Holleman Drive and extending north 100' | All directions | No parking any time | 26' (back of curb to back of curb) |

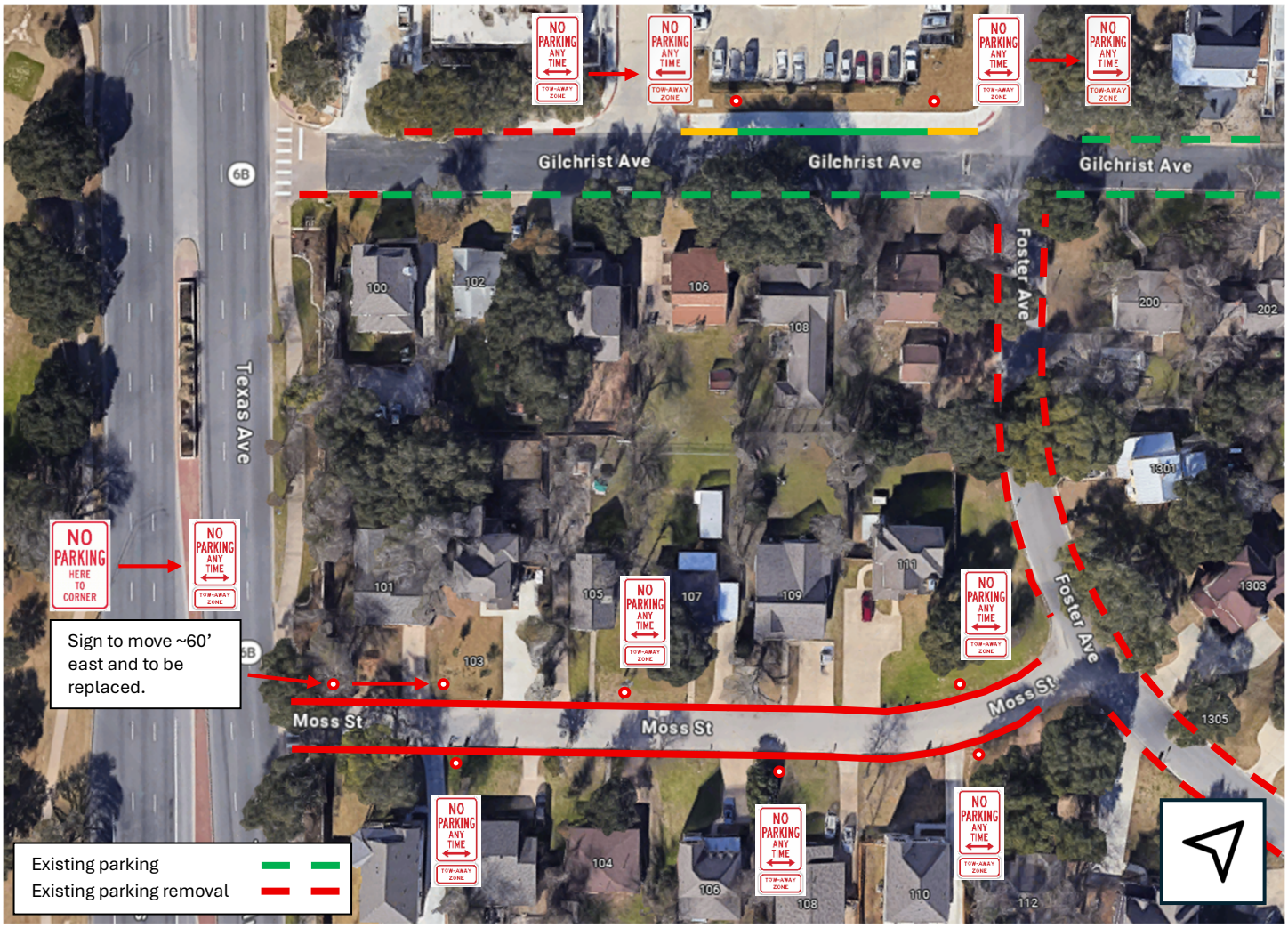
*This ordinance is proposed to be removed and replaced with one which will cover the entire block.

**PROPOSED "NO PARKING" (CREATE NEW ORDINANCE)**

| *Traveling on* | *Between* | *Travel Direction* | | *Street Width* |
|---|---|---|---|---|
| Welsh Avenue | Holleman Drive and Thompson Street | All directions | No parking any time | 26' (back of curb to back of curb) |

**Sec. 38-1014. - Traffic Schedule XIV, no parking here to corner and no parking any time.**

Exhibit May 2026: Gilchrist Avenue and Moss Street




**EXISTING "NO PARKING" TO BE RESTORED (REPEAL ORDINANCE)**

| *Traveling on* | *Between* | *Travel Direction* | | *Street Width* |
|---|---|---|---|---|
| Gilchrist Avenue | Texas Ave and Foster Ave | West | No parking from here to corner and no parking any time | 35' (back of curb to back of curb) |

**EXISTING "NO PARKING" (REVISED SIGN, UPDATED ORDINANCE, ETC.)**

| *Traveling on* | *Between* | *Travel Direction* | | *Street Width* |
|---|---|---|---|---|
| Gilchrist Avenue | Texas Avenue and Foster Avenue | Southwest | No parking any time adjacent to Visit College Station building; No parking from sign to corner adjacent to City Hall | 35' (back of curb to back of curb) |

**PROPOSED "NO PARKING" (CREATE NEW ORDINANCE)**

| ***Traveling on*** | ***Between*** | ***Travel Direction*** | | ***Street Width*** |
|---|---|---|---|---|
| Moss Street | Texas Avenue and Foster Avenue | All directions | No parking any time | 27' (back of curb to back of curb) |

**August 13, 2026**
**Item No. 6.11.**
**Rock Prairie Elementary/Edelweiss Avenue Parking Restrictions**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on an ordinance amending Chapter 38, “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1008, “Traffic Schedule VIII, No Right Turn and No Left Turn Signs,” and Section 38-1014, “Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time,” of the Code of Ordinances of the City of College Station, Texas, to remove the no left turn restriction on Edelweiss Avenue at the Rock Prairie Elementary School driveway, to adjust the afternoon posted time on the no left turn restriction on Welsh Avenue at the Rock Prairie Elementary School driveway, and to amend the parking, standing, and stopping restrictions on Edelweiss Avenue between Welsh Avenue and Caterina Lane.

**Relationship to Strategic Goals:**
1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approval of the ordinance.

**Summary:** Traffic Engineering staff evaluated pick-up and drop-off operations at Rock Prairie Elementary School and identified queuing and access concerns at the school driveway on Edelweiss Avenue.

Edelweiss Avenue, between Welsh Avenue and Caterina Lane, is currently unstriped and includes an existing no left turn restriction—for the southwest travel direction—at the Rock Prairie Elementary School driveway (located approximately 127 feet southwest of Sunflower Trail). Because the majority of school traffic approaches from Welsh Avenue, this restriction has forced southwest-bound drivers to perform unsafe U-turns within Edelweiss Avenue to reach the driveway. The proposed ordinance removes this no left turn restriction to allow drivers traveling southwest on Edelweiss Avenue from Welsh Avenue to turn directly into the driveway.

To accommodate the driveway improvements, Edelweiss Avenue between Welsh Avenue and Innsbruck Circle will be re-striped to provide a dedicated left-turn lane, a through lane for southwest-bound residential traffic, and a northeast-bound return lane to Welsh Avenue. Providing the roadway width needed for these three lanes requires removing on-street parking at all times along this segment. The proposed ordinance amendment therefore repeals the existing school-day no parking, standing, and stopping restriction between Welsh Avenue and Caterina Lane and replaces it with a no parking, standing, or stopping restriction at any time, in all directions, between Welsh Avenue and Innsbruck Circle, while adjusting the existing school-day restriction between Innsbruck Circle and Caterina Lane—in the southwest direction of travel—to better reflect school operations. The existing school-day restriction is also adjusted at the no left turn sign for the northwest travel direction on Welsh Avenue, such that times can be consistent within the school zone.

**Budget & Financial Summary:** The installation of the pavement markings and “NO PARKING STANDING STOPPING” signs are accounted for in the Public Works Traffic Signs and Markings operations budget.

**Attachments:**

1. Ordinance - Edelweiss_NLT_Parking_Removal_v2
2. Exhibit - Edelweiss Driveway NLT and NPSS_v2

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1008 "TRAFFIC SCHEDULE VIII, NO RIGHT TURN AND NO LEFT TURN SIGNS," AND SECTION 38-1014 "TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING ANY TIME," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REMOVING THE NO LEFT TURN ON EDELWEISS AVENUE, REVISING THE TIMES OF THE NO LEFT TURN ON WELSH AVENUE, AND AMENDING STANDING, STOPPING, AND PARKING RESTRICTIONS ON EDELWEISS AVENUE, AND AMENDING CERTAIN SECTIONS AS SET FORTH BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

**PART 1:** That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1008 "Traffic Schedule VIII, No Right Turn and No Left Turn Signs," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

**PART 2:** That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

**PART 3:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

**PART 4:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

**PART 5:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

**PASSED, ADOPTED and APPROVED this 13th day of August, 2026.**

**ATTEST:** **APPROVED:**

_____ _____

**City Secretary** **Mayor**

**APPROVED:**

_____

**City Attorney**

## Exhibit A

That Chapter 38, "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1008 "Traffic Schedule VIII, No Right Turn and No Left Turn Signs," is hereby amended by removing the following entries:

| ***Street*** | ***Intersecting Street*** | ***Travel Direction*** | ***No Lt. Turn*** | ***No Rt. Turn*** |
|---|---|---|---|---|
| Edelweiss Avenue | Rock Prairie Elementary Driveway located approximately 127 feet southwest of Sunflower Trail | Southwest | ✓ [1] | |
| Welsh Avenue | Rock Prairie Elementary driveway located 650 feet northwest of Rock Prairie Road | Northwest | ✓ [1] | |

That Chapter 38, "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1008 "Traffic Schedule VIII, No Right Turn and No Left Turn Signs," is hereby amended by adding the following entry:

| ***Street*** | ***Intersecting Street*** | ***Travel Direction*** | ***No Lt. Turn*** | ***No Rt. Turn*** |
|---|---|---|---|---|
| Welsh Avenue | Rock Prairie Elementary driveway located 650 feet northwest of Rock Prairie Road | Northwest | ✓ [4] | |

[4] On school days from 7:00 a.m. until 9:00 a.m. and on school days from 3:00 p.m. until 5:00 p.m.

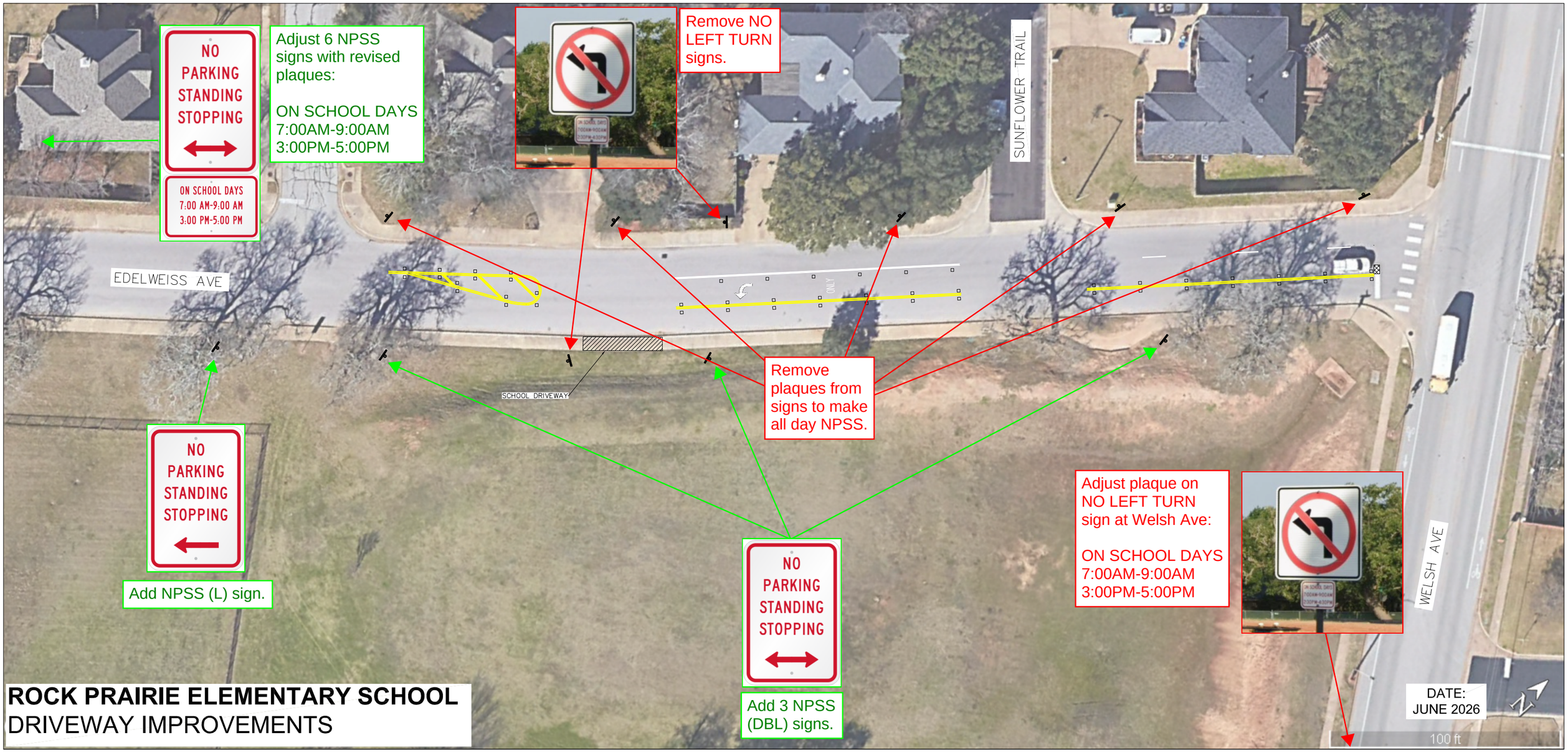
## Exhibit B

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," is hereby amended by removing the following entry:

| ***Traveling on*** | ***Between*** | ***Travel Direction*** | |
|---|---|---|---|
| Edelweiss Avenue | Welsh Avenue and Caterina Lane | Southwest | No parking, standing, or stopping on school days from 7:00 a.m. until 9:00 a.m., and 2:00 p.m. to 3:30 p.m. |

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," is hereby amended by adding the following entries:

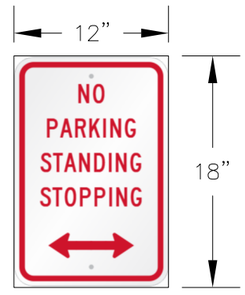
| ***Traveling on*** | ***Between*** | ***Travel Direction*** | |
|---|---|---|---|
| Edelweiss Avenue | Welsh Avenue and Innsbruck Circle | All directions | No parking, standing, or stopping any time |
| Edelweiss Avenue | Innsbruck Circle and Caterina Lane | Southwest | No parking, standing, or stopping on school days from 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 5:00 p.m. |




**ROCK PRAIRIE ELEMENTARY SCHOOL**
DRIVEWAY IMPROVEMENTS

NOTES:

1. CITY OF COLLEGE STATION TO REMOVE SUPPLEMENTAL PLAQUES ON EXISTING "NO PARKING, STANDING, STOPPING" SIGNS AND "NO LEFT TURN" SIGN ASSEMBLIES.
2. CITY OF COLLEGE STATION TO REPLACE REMAINING SUPPLEMENTAL PLAQUES ON SURROUNDING "NO PARKING, STANDING, STOPPING" SIGNS TO REFLECT REVISED SCHOOL ZONE TIMES.
3. CITY OF COLLEGE STATION TO MOUNT PROPOSED "NO PARKING STANDING STOPPING SIGNS".
4. ALL PAVEMENT MARKINGS SHALL MEET THE LATEST VERSION OF TXDOT STANDARD SPECIFICATIONS ITEM 666 FOR TYPE I MARKINGS.
5. "NO PARKING STANDING STOPPING" SIGNS SHALL BE MOUNTED ON U-CHANNEL POSTS.
6. SEE CITY OF COLLEGE STATION STANDARD SIGN DETAIL.




"NO PARKING STANDING STOPPING" TYPICAL DETAIL

**August 13, 2026**
**Item No. 6.12.**
**Ordinance Amending School Zone Times at Various CSISD**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1005 "Traffic Schedule V, School Zones" of the Code of Ordinances of the City of College Station, Texas, by amending the operational time of multiple locations; and by combining the Cypress Grove Intermediate School and Creek View Elementary School Zones into a single school zone.

**Relationship to Strategic Goals:**
1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approval of the ordinance.

**Summary:** Staff coordinated with CSISD (Assistant Superintendent of Operations) and the College Station Police Department (Traffic Unit) to compare current posted school zone times against actual bell, bus, and crossing guard schedules. This review identified 8 school zones where the posted times no longer reflect actual school operations, resulting in periods when buses, pedestrians, or crossing guards are present outside the posted and enforceable school zone window. Rather than making minimal corrections that would need to be revisited during a planned future citywide standardization of school zone hours (7:00-9:00 a.m. and 3:00-5:00 p.m.), staff are proposing to bring these 8 zones up to that future standard now, since the affected signs and flashers are already being updated. Of the 65 locations affected, 30 require physical sign replacement in the field and 35 are flasher-controlled locations that can be reprogrammed remotely. This amendment also combines the Cypress Grove Intermediate and Creek View Elementary school zones, which are in proximity, into a single school zone. No other school zones are affected by this amendment; a citywide review of the remaining zones is planned for a future phase.

**Budget & Financial Summary:** Funds are available in the Traffic Operations and Maintenance budget.

**Attachments:**
1. Ordinance - School Zone Traffic Schedule V (2026) v2

**ORDINANCE NO._____**

**AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES", SECTION 38-1005 "TRAFFIC SCHEDULE V, SCHOOL ZONES," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE OPERATIONAL TIME OF MULTIPLE LOCATIONS; AND BY COMBINING THE CYPRESS GROVE INTERMEDIATE SCHOOL AND CREEK VIEW ELEMENTARY SCHOOL ZONES INTO A SINGLE SCHOOL ZONE; AND AMENDING CERTAIN SECTIONS AS SET FORTH BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

**PART 1:** That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1005 "Traffic Schedule V, School Zones," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

**PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

**PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

**PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

**PASSED, ADOPTED and APPROVED this 13th day of August, 2026.**

**ATTEST:** **APPROVED:**

_____ _____

**City Secretary** **Mayor**

**APPROVED:**

_____

**City Attorney**

## Exhibit A

That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1005 "Traffic Schedule V, School Zones," of the Code of Ordinances of the City of College Station, Texas, be amended to read as follows:

### Sec. 38-1005. Traffic Schedule V, School Zones.

| Schedule V—School Zones [Revised August 13, 2026] [Effective August 23, 2026] | | | | | |
|---|---|---|---|---|---|
| **Location** | **Posted Hours** | **Posted Speed Limit** | **Operational Time (School Days)** | **Ord. No./Date Adopted** | **BASE MAP NO.** |
| **College Hills Elementary** | | | | | |
| Francis Drive, West of Ashburn Avenue—East of Williams Street. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1986 Nov. 12, 1992 | 1998-01 |
| Francis Drive, West of Walton Drive—East of James Parkway. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1986 Nov. 12, 1992 | 1998-01 |
| Gilchrist Avenue, West of Ashburn Avenue—East of Williams Street. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1441 Aug. 11, 1983 | 1998-01 |
| Gilchrist Avenue, West of Williams Street—East of Walton Drive. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1441 Aug. 11, 1983 | 1998-01 |
| Walton Drive, South of Nunn Street—North of Francis Drive. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1986 Nov. 12, 1992 | 1998-01 |
| Walton Drive, South of Francis Drive—North of Bolton Avenue. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1986 Nov. 12, 1992 | 1998-01 |
| Francis Drive, at intersection with Williams Street. | 7:00—8:00 a.m. 2:55—3:55 p.m. | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #4611 Aug. 28, 2025 | |
| **South Knoll Elementary** | | | | | |
| Southwest Parkway, East of Langford Street—West of Laura Lane. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1441 Aug. 11, 1983 | 1998-02 |
| Southwest Parkway, East of Lawyer Place—West of Sabine Court. | When Flashing | 20 mph | 7:00—8:00 a.m. | #1441 Aug. 11, 1983 | 1998-02 |

| | | | | | |
|---|---|---|---|---|---|
| | | | 2:55—3:55 p.m. | | |
| Langford Street, South of S. Ridgefield Court—North of Boswell Street. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1441 Aug. 11, 1983 | 1998-02 |
| Langford Street, South of Boswell Street—North of Southwest Parkway. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1441 Aug. 11, 1983 | 1998-02 |
| Boswell Street, East of Lawyer Street—West of Langford Street. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1441 Aug. 11, 1983 | 1998-02 |
| Langford Street, South of Southwest Parkway. | 7:00—8:00 a.m. 2:55—3:55 p.m. | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #4611 Aug. 28, 2025 | |
| **Southwood Valley Elementary** | | | | | |
| Deacon Drive, East of San Felipe Drive—West of Brothers Boulevard. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1441 Aug. 11, 1983 | 1998-02 |
| Deacon Drive, East of Pierre Place—West of Celinda Circle. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1441 Aug. 11, 1983 | 1998-02 |
| Brothers Boulevard, South of Todd Trail—North of Deacon Drive (intersection of Deacon and Brothers). | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1441 Aug. 11, 1983 | 1998-02 |
| Brothers Boulevard, South of Todd Trail—North of Deacon Drive (intersection of Todd Trail and Brothers). | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #1441 Aug. 11, 1983 | 1998-02 |
| Pierre Place, South of Deacon Drive. | 7:00—8:00 a.m. 2:55—3:55 p.m. | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #4611 Aug. 28, 2025 | |
| Brothers Boulevard, South of Deacon Drive. | 7:00—8:00 a.m. 2:55—3:55 p.m. | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #4611 Aug. 28, 2025 | |
| **Oakwood Intermediate School/A&M Consolidated Middle School** | | | | | |
| Holik Street, South of George Bush Drive—North of Anna Street (intersection of George Bush and Holik). | When Flashing | 20 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #1441 Aug. 11, 1983 | 1998-03 |
| Holik Street, North of Anna Street—South of George Bush Drive (intersection of Anna and Holik). | When Flashing | 20 mph | 7:00—9:00 a.m. | #1441 Aug. 11, 1983 | 1998-03 |

| | | | | | |
|---|---|---|---|---|---|
| | | | 3:00—5:00 p.m. | | |
| Anderson Street, South of George Bush Drive—North of Wolf Run. | When Flashing | 20 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #1441 Aug. 11, 1983 | 1998-03 |
| Anderson Street, South of Wolf Run—North of Park Place. | When Flashing | 20 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #1441 Aug. 11, 1983 | 1998-03 |
| Timber Street, South of George Bush Drive and North of Anna Street (intersection of George Bush Drive and Timber Street). | When Flashing | 20 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #2210 Sept. 26, 1996 | 1998-03 |
| Timber Street, North of Anna Street—South of George Bush Drive. | When Flashing | 20 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #2210 Sept. 26, 1996 | 1998-03 |
| **Rock Prairie Elementary/College Station Middle School** | | | | | |
| Welsh Avenue, North of Edelweiss Avenue—South of Willow Loop. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #1941 Feb. 13, 1992 | 1998-04 |
| Honeysuckle Lane, East of Welsh Avenue—West of Westchester Avenue. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #1941 Feb. 13, 1992 | 1998-04 |
| Canterbury Drive, East of Welsh Avenue—West of Westchester Avenue. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #1941 Feb. 13, 1992 | 1998-04 |
| Dover Drive, East of Welsh Avenue—West of Westchester Avenue. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #1941 Feb. 13, 1992 | 1998-04 |
| Abbey Lane, East of Victoria Avenue—West of Nottingham Drive. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #1989 April 11, 1989 | 1998-04 |
| Yorkshire Drive, East of Victoria Avenue—West of Nottingham Drive. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #1989 April 11, 1989 | 1998-04 |
| Victoria Avenue, South of Yorkshire Drive—North of Shire Drive. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #1821 Sept. 14, 1989 | 1998-04 |
| Rock Prairie Road, West of Rio Grande Boulevard—East of Westchester Avenue. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #1987 Nov. 12, 1987 | 1998-04 |

| | | | | | |
|---|---|---|---|---|---|
| Westchester Avenue, South of Dover Street—North of Rock Prairie Road. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #1874 Dec. 13, 1990 | 1998-04 |
| Rock Prairie Road, East of Shire Drive—West of Victoria Avenue. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #2259 Aug. 28, 1997 | 1998-04 |
| Edelweiss Avenue, East of Caterina Lane—West of Innsbruck Circle. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #2703 Mar. 11, 2004 | N/A |
| Innsbruck Circle, North of western intersection of Edelweiss Avenue and Innsbruck Circle. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #2703 Mar. 11, 2004 | N/A |
| Innsbruck Circle, North of eastern intersection of Edelweiss Avenue and Innsbruck Circle. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #2703 Mar. 11, 2004 | N/A |
| Edelweiss Avenue, at intersection with Sunflower Trail. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #2703 Mar. 11, 2004 | N/A |
| Edelweiss Avenue, East of Innsbruck Circle—West of Sunflower Trail. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Rock Prairie Road, approximately 200 feet East of Welsh Avenue (facing Eastbound traffic). | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Rock Prairie Road, approximately 200 feet East of Welsh Avenue (facing Westbound traffic). | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Rock Prairie Road, approximately 125 feet East of Victoria Avenue. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| **A&M Consolidated High School** | | | | | |
| Welsh Avenue, South of Nueces Drive—North of FM 2818 (intersection of Welsh and Nueces). | 7:00 a.m.—5:00 p.m. | 25 mph | 7:00 a.m.—5:00 p.m. | #1889 April 11, 1991 | 1998-02 |
| Welsh Avenue, North of FM 2818—South of Nueces Drive (intersection of Welsh and FM 2818). | 7:00 a.m.—5:00 p.m. | 25 mph | 7:00 a.m.—5:00 p.m. | #1889 April 11, 1991 | 1998-02 |
| Nueces Drive, South of Hondo Drive—North of Arboles Circle. | 7:00 a.m.—5:00 p.m. | 25 mph | 7:00 a.m.—5:00 p.m. | #2403 Aug. 12, 1999 | 1999-01 |

| | | | | | |
|---|---|---|---|---|---|
| Nueces Drive, North of FM 2818—South of Guadelupe Drive. | 7:00 a.m.—5:00 p.m. | 25 mph | 7:00 a.m.—5:00 p.m. | #2403 Aug. 12, 1999 | 1999-01 |
| Guadalupe Drive, West of Langford Street—East of Nueces Drive. | 7:00 a.m.—5:00 p.m. | 25 mph | 7:00 a.m.—5:00 p.m. | #2403 Aug. 12, 1999 | 1999-01 |
| Arboles Circle | 7:00 a.m.—5:00 p.m. | 25 mph | 7:00 a.m.—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Madera Circle | 7:00 a.m.—5:00 p.m. | 25 mph | 7:00 a.m.—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Welsh Avenue, North of FM 2818 (at the south end of the limit identified in Welsh Avenue/FM 2818). | When Flashing | 35 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | Sept. 26, 2013 | N/A |
| Welsh Avenue, South of FM 2818 (345 feet south of the FM 2818 and Welsh intersection) | When Flashing | 35 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | Sept. 26, 2013 | N/A |
| Nueces Drive, North of FM 2818 (at the south end of the limit identified in Nueces Drive/FM 2818). | When Flashing | 35 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | Sept. 26, 2013 | N/A |
| FM 2818, West of Welsh (650 feet west of FM 2818 and Welsh intersection) | When Flashing | 35 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | Sept. 26, 2013 | N/A |
| FM 2818, East of Nueces (220 feet east of FM 2818 and Nueces intersection) | When Flashing | 35 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | Sept. 26, 2013 | N/A |
| **Pebble Creek Elementary** | | | | | |
| Parkview Drive, West of Bogey Court—East of Birdie Court. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #2198 Aug. 29, 1996 | 1998-05 |
| Venture Drive, West of Lakeway Drive—East of S.H. 6 East Frontage Road. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #2198 Aug. 29, 1996 | 1998-05 |
| Lakeway Drive, South of Greens Prairie Road—North of Parkview Drive. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #2198 Aug. 29, 1996 | 1998-05 |
| Lakeway Drive, North of Quality Circle—South of Venture Drive. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #2198 Aug. 29, 1996 | 1998-05 |
| **Forest Ridge Elementary** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Greens Prairie Road, West of Arrington—East of Castlegate Drive. | When Flashing | 25 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #2868 Feb. 9, 2006 | N/A |
| **Cypress Grove Intermediate/Creek View Elementary** | | | | | |
| Graham Road, West of Schaffer Road—East of Victoria Avenue. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #2403 Aug. 12, 1999 | 1999-02 |
| Graham Road, West of S.H. 6 West Frontage Road—East of Schaffer Road. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #2403 Aug. 12, 1999 | 1999-02 |
| Schaffer Road, North of Graham Road—South of Hasselt Street. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #2403 Aug. 12, 1999 | 1999-02 |
| Schaffer Road, North of Graham Road—South of Sun Meadow Court. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Alexandria Avenue, South of Graham Road—North of Whitewig Lane. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Westfield Drive, South of Graham Road—North of Harvest Drive. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Eagle Avenue, West of Newport Lane. | When Flashing | 20 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | Aug 17, 2009 | N/A |
| Newport Lane, South of Eagle Avenue. | When Flashing | 20 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Dove Hollow Lane, at intersection with Dove Chase Lane. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 20 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Eagle Avenue, loop South of Eagle Avenue (across Creek View ES). | 7:00—9:00 a.m. 3:00—5:00 p.m. | 20 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| **Greens Prairie Elementary School & Pecan Trail Intermediate School** | | | | | |
| Greens Prairie Road, 210 feet East of Royder Road. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | Aug. 10, 2017 | N/A |

| | | | | | |
|---|---|---|---|---|---|
| Greens Prairie Road, 200 feet West of Flagstone Court. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | >#4611 Aug. 28, 2025 | |
| Royder Road, 400 feet North of Greens Prairie Road. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | Aug. 10, 2017 | N/A |
| Royder Road, South of Greens Prairie Road. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Flagstone Court, South of Greens Prairie Road. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Ledgestone Trail, North of Greens Prairie Road. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| **College Station High School** | | | | | |
| Barron Road—220 feet East of Victoria Avenue. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | July 12, 2012 | N/A |
| Victoria Avenue—250 feet North of Barron Road. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | July 12, 2012 | N/A |
| Renee Lane, North of Barron Road. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Leyla Lane | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| **Spring Creek Elementary** | | | | | |
| WS Phillips Parkway, South of Chinook Way. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | July 23, 2015 | N/A |
| WS Phillips Parkway, South of Brewster Drive—North of Hailes Lane. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #4611 Aug. 28, 2025 | |
| Brewster Drive, West of Brewster Drive—East of Houberry Loop. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | July 23, 2015 | N/A |

| | | | | | |
|---|---|---|---|---|---|
| Brewster Drive, East of WS Phillips Parkway—West of Brookland Court. | When Flashing | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #4611 Aug. 28, 2025 | |
| Dunlap Loop, North of West intersection with Brewster Drive. | 7:00—8:00 a.m. 2:55—3:55 p.m. | 20 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | July 23, 2015 | N/A |
| **College View High School** | | | | | |
| George Bush Drive (FM 2347), 200 feet East of Holik Street. | When Flashing | 30 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | Oct 13, 2016 | N/A |
| George Bush Drive (FM 2347), 175 feet West of Timber Street. | When Flashing | 30 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | Oct 13, 2016 | N/A |
| Timber Street, 160 feet South of George Bush Drive. | When Flashing | 30 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | Oct 13, 2016 | N/A |
| Holik Street, 375 feet South of George Bush Drive. | When Flashing | 30 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | Oct 13, 2016 | N/A |
| **International Leadership of Texas** | | | | | |
| Graham Road, East of Dove Crossing Lane. | When Flashing | 25 mph | 7:00—8:15 a.m. 3:25—4:50 p.m. | March 28, 2019 | |
| Graham Road, East of Longmire Drive. | When Flashing | 25 mph | 7:00—8:15 a.m. 3:25—4:50 p.m. | March 28, 2019 | |
| Longmire Drive, North of Graham Road. | When Flashing | 25 mph | 7:00—8:15 a.m. 3:25—4:50 p.m. | #4611 Aug. 28, 2025 | |
| Longmire Drive, South of Lakeshore Circle. | When Flashing | 25 mph | 7:00—8:15 a.m. 3:25—4:50 p.m. | March 28, 2019 | |
| Bridle Gate Drive, East of Longmire Drive. | When Flashing | 25 mph | 7:00—8:15 a.m. 3:25—4:50 p.m. | #4611 Aug. 28, 2025 | |
| Birmingham Road, 200 feet North of Graham Road. | 7:00—8:15 a.m. 3:25—4:50 p.m. | 25 mph | 7:00—8:15 a.m. 3:25—4:50 p.m. | March 28, 2019 | |
| **River Bend Elementary** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Rock Prairie Road, 640 feet West of Holleman Drive. | When Flashing | 25 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | September 26, 2019 | N/A |
| Rock Prairie Road, 265 feet East of Holleman Drive. | When Flashing | 25 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | September 26, 2019 | N/A |
| Holleman Drive, 475 feet South of Rock Prairie Road. | When Flashing | 25 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | September 26, 2019 | N/A |
| Holleman Drive, 460 feet South of Deacon W Drive. | When Flashing | 25 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | September 26, 2019 | N/A |
| Oak Leaf, East of Holleman Drive South. | 7:00—8:00 a.m. 2:55—3:55 p.m. | 25 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #4611 Aug. 28, 2025 | |
| Momma Bear Drive, East of Holleman Drive South. | 7:00—8:00 a.m. 2:55—3:55 p.m. | 25 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #4611 Aug. 28, 2025 | |
| Ridge Cove, East of Holleman Drive South. | 7:00—8:00 a.m. 2:55—3:55 p.m. | 25 mph | 7:00—8:00 a.m. 2:55—3:55 p.m. | #4611 Aug. 28, 2025 | |
| **Wellborn Middle School** | | | | | |
| Royder Road, North of Sklar Drive. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Royder Road, North of Skylar Drive. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Backwater Lane, East of Royder Road. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Royder Road, North of Ledgestone Trail. | When Flashing | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |
| Skylar Drive, West of Royder Road. | 7:00—9:00 a.m. 3:00—5:00 p.m. | 25 mph | 7:00—9:00 a.m. 3:00—5:00 p.m. | #4611 Aug. 28, 2025 | |

**August 13, 2026**
**Item No. 6.13.**
**Electric Right of Way Tree Trimming Services**

**Sponsor:** Glenn Gavit

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the award of an three-year contract for Electric Right-of-Way Tree Trimming Services to Pannell Contracting, LLC, dba Pannell Co. for an amount not to exceed $3,661,308.29.

**Relationship to Strategic Goals:**
Core Services and Infrastructure
Financially Sustainable City

**Recommendation(s):** Staff recommends awarding the Agreement for Electric System Right-of-Way Tree Trimming Services to Pannell Contracting, LLC dba Pannell Co. for an amount not to exceed $3,661,308.29, for a three-year contract.

**Summary:** This three-year contract is for labor and equipment necessary to provide electric right-of-way tree trimming of overhead power lines and the clearing of easements and rights-of-way for construction of new power lines. The RFP requested firm pricing for three years, with each year specifying certain areas of the electric system to be trimmed. Standard Electric utility practices have recommended a three-year system trimming cycle.

Staff issued Request for Proposal (RFP) #26-074 on May 28, 2026, for the “Annual Price Agreement for Electric Right-of-Way Tree Trimming and Clearing”, and the Request for Proposal was opened on June 16, 2026. Eight (8) sealed proposals were received and were reviewed by Electric Staff to ensure the compliance with the required specifications. Pannell Contracting, LLC dba Pannell Co. is recommended for the award because Pannell's proposal provided the strongest overall combination of qualifications, pricing, utility-specific experience, and documented performance outcomes. The evaluation determined that Pannell's proposal represented the best overall value to the City when all evaluation criteria were considered.

Upon Council approval, staff will issue a contract to Pannell Contracting, LLC dba Pannell Co.

**Budget & Financial Summary:** Funds are budgeted within the Electrical Fund.

**Attachments:**
1. 26300671--LKP (CC 08.13.26)
2. 26-074 Intent To Award Summary Tabulation

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300671 PROJECT #: N/A BID/RFP/RFQ#: 26-074

**Project Name / Contract Description:** Right-of-Way Tree Trimming and Clearing for College Station Utilities

**Name of Contractor:** Pannell Contracting, LLC d/b/a Pannell Co.

**CONTRACT TOTAL VALUE:** $ 3,661,308.29 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

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

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

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

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

RFP No. 26-074 was posted on May 28, 2026, and opened on June 16, 2026, with a total of eight (8) responses received. Following a thorough review and evaluation of all submitted proposals, the Electric Department recommends award to the highest-scoring respondent, Pannell Contracting, LLC, in an amount not to exceed $3,661,308.29, with a total score of 91. Please refer to the proposal tabulation for scoring of all respondents.

Funds are budgeted within the FY26 Electrical Fund

*(If required)**

**CRC Approval Date*:** N/A **Council Approval Date*:** 08/13/26 **Agenda Item No*:** _____

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

**Insurance Certificates:** _____ **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 **Pannell Contracting, LLC d/b/a Pannell Co. a Texas limited liability company** ("Contractor"), collectively referred as the Parties, for the following project, **Right-of-Way Tree Trimming and Clearing for College Station Utilities as described in RFP # 26-074**, 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 **Three million six hundred sixty-one thousand three hundred eight dollars and 29/100 Dollars ($3,661,308.29).**

**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 Time is of the essence.** The Contractor must complete all the services described in the Scope of Services/Work by the following dates: **August 13, 2026 – August 12, 2029.**

**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: Nathan McCray
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
nmcray@cstx.gov

**Pannell Contracting, LLC; DBA Pannell Co.**
Attn: Tanner Pannell
4 Green Cedar Rd.
Boerne, TX 78006
tanner@pannellco.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

**PANNELL CONTRACTING, LLC d/b/a Pannell Co.**

By: Jacy Pannell
Title: CFO

Printed Name: Jacy Pannell
Date: July 14th, 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.

The City of College Station is requesting proposals from qualified contractors for trimming, pruning, removal of vegetation, right of way clearing, spraying within the electric service of the City of College Station, TX.

The work to be performed under the contract agreement shall consist of the services defined in this scope of work and shall include all supervision, supplies, equipment, labor, insurance, and all other items necessary to complete said work in accordance with contract document.

Should the City develop other services or programs resulting in additional vegetation management, the City shall have the option to market these operations or negotiate for services through the chosen contractor by addendum to the agreement, but it is no obligated to do so.

## I. DESCRIPTION OF PROJECT

### 1. Scope of Work

a. The following is a description of the right-of-way clearing work included in this Contract. All right-of-way clearing is to be performed on existing line sections or future line additions of the Electric Distribution or Transmission System of the City of College Station. Exhibit C provides Electric System Circuit maps that illustrate the feeder circuit line routings desired to be cleared under this Contract. Electronic copies of Exhibit C are available for download on the City's online bidding system, https://brazosbid.ionwave.net/Login.aspx. **The Contractor is urged to take careful note of the work which must be performed immediately adjacent to energized electric lines and familiarize himself by field inspection of the nature and work requirements hereunder.**

b. These specifications were prepared to provide the full requirements for right-of-way clearing as desired by the City of College Station Electric System for a three (3) year period, with said contract period to be 3 years. The contract will commence at the time of contract execution, but not later than thirty (30) days after Contract award. **The City of College Station has identified feeders that need to be completed annually. The Proposal hereunder is prepared to establish firm, fixed prices with a successful Contractor to perform the desired Electric System right-of-way clearing to be accomplished over the subject three-year period**.

c. The scope of clearing work to be included under this Contract shall include the following:
- Complete annual clearing and trimming maintenance of circuit line sections of the Electric System distribution feeder circuits.
- Clearing of new line rights-of-way and spot clearing or trimming of existing Electric System line sections not included on the above referenced distribution feeder circuits.
- Transmission right-of-way clearing shall begin **Oct.1, 2027 be completed no-later than Dec.31, 2027.**

- The successful Contractor shall provide sufficient resources to accomplish the above designated feeder circuits and supplemental Electric System clearing and trimming within the time period specified. Each crew must have at least one liaison on each site who will be required to speak clear and concise English. This is important for crew's safety, communications with city representatives, and dispatch for crew location. There are often times that customers have concerns they need clarification on if we have an operation on a feeder due to tree trimming. It is not necessary that the entire crew speak English but at no time shall there be any work site without one person who speaks English. The contractor's crews shall notify the City of College Station System Representative (by phone or text) of their current work location on an ongoing basis. This is important to ensure crew and public safety.

d. Proposals are requested herein both on a circuit feeder basis and on an hourly basis for workers and equipment. The Proposal hourly prices included herein are to be utilized for supplemental clearing.

e. The quantities may vary depending upon the actual needs of the City. The quantities specified +liable for any contractual agreements/obligations the Contractor enters into based on the quantities specified herein. Potential Contractors are urged to visit the City to view the character and nature of the right-of-way clearing proposed hereunder. Electronic copies of detailed drawings to illustrate the feeder circuit line routings desired to be cleared under this Contract are available for download on the City's online bidding system, https://brazosbid.ionwave.net/Login.aspx.

f. The major portion of right-of-way clearing work to be performed hereunder shall be distribution right-of-way clearing. **The clearing of the City's 138 kV transmission line rights-of-way shall be completed between October 1st, 2027, and December 31st, 2027. This time frame is critical in meeting our NERC compliance obligations.**

**2. Regulations Relating to Work**

a. All work shall be done in a thorough and professional manner in accordance with the Contract Documents, Specifications and acknowledged Industry Standards (latest revision). Deviations from the Contract Documents, and Specifications or Industry Standards shall not be permitted without the prior written consent of the City. These standards include but are not limited to:

- OSHA 29CFR 1910.269 Electric Power Generation, Transmission, & Distribution
- ANSI A300, "Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance"
- ANSI Z133.1, "Pruning, Trimming, Repairing, Maintaining and Removing Trees, and Cutting Brush - Safety Requirements"
- Applicable federal, state, and local ordinances and laws

b. Any material, method, or procedure specified by reference to a specific standard or specification, such as a commercial standard, federal or state specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto in effect on the date of this Contract.

c. The code, specification, or standard referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. Such specifications and standards are not furnished to Contractors, since manufacturers and trades involved are assumed to be familiar with their requirements. The City can furnish, upon request, information as to how copies of the

specifications and standards referred to may be obtained.

3. **Execution of Work**
   a. **The City of College Station has identified feeders that need to be completed annually. The proposal hereunder is prepared to establish firm, fixed prices with a successful Contractor to perform the desired Electric System right-of-way clearing to be accomplished over the three-year period**. Contractor shall perform all work issued and scheduled by the City in a timely and efficient manner, meeting all required schedules, deadlines and performance measures as established. Contractor shall comply with the requirements and/or instructions of the City in the performance of all work.

   b. Prior to commencing any work, Contractor shall become familiar with the location and nature of any electrical facilities involved and shall always carefully guard against any interference with the normal operation of such facilities. Contractor shall notify, and if required, secure the consent or permission of proper public authorities or property owner before tree pruning or removing any trees or brush. The contractor shall notify the City of College Station System Representative via phone or text of their current work location on an ongoing basis. This is important to ensure crew and public safety. All work shall be performed in accordance with the Tree trimming and Line Clearance Specifications and Requirements.

   c. Contractor shall avoid unnecessary interference with concurrent activities of other Contractors and City forces at the work site. Contractor shall not interfere with the use of public and private roads, and shall provide and maintain suitable detours or other temporary expedients if necessary. Contractor shall conduct the work in a manner to avoid unnecessary noise and other disturbance, and shall cooperate with other occupants of the premises.

   d. Contractor and/or its employees shall not solicit work under this Contract at the request of any party other than City, including, but not limited to, any utility customer or property owner without the prior consent of City. Any solicitation of work, or any vegetation management for entities other than the City must occur outside of the regular working hours specified under this Contract and may not occur where there may be a conflict of interest with this Contract shall not occur within the working hours specified under this Contract. Work shall be done Monday- Friday 7:00am-5:30pm (except for City Holidays there should be no work).

   e. Prompt response and timely execution of work both routine and during periods of emergency or interruptions of electric service, are the most important requirements of this Contract.
      - The City and Contractor agree that from time-to-time circumstances may require City to issue a Work Assignment in time of emergency. Time of Emergency is defined as a disaster or other event, or circumstance causing the City to declare an Emergency and requiring the City to invoke its Emergency status
      - The City's Emergency status is generally implemented when outside help may be needed to perform tree trimming and debris removal activities during emergency circumstances.
      - Emergency Work Assignments are issued in emergency situations and requiring immediate and continuous response to resolve the emergency. Consequently, Emergency Work Assignments will be governed by the general provisions of this Agreement as modified as follows:
        - All work will be performed on an Hourly Basis.
        - Hourly Rates for equipment usage will not change.

- A Work Assignment Sheet issued for emergency work will clearly note that it is issued as an EMERGENCY WORK ASSIGNMENT and will include provisions for debris removal as well as other matters appropriate to be dealt with under Emergency circumstances.
- Contractor agrees to give such Emergency Work Assignment priority over all other work of a non-emergency status.
- The Emergency Work Assignment provisions of this Agreement constitute a Pre-Disaster Agreement between the City and Contractor requiring Contractor to perform as specified herein upon declaration of Emergency by the City.
- Failure by the Contractor to respond to the needs of the City as herein described shall be a material breach of contract and may cause the Contractor and/or Contractor's sureties to be liable to City.

f. The Utility easements and rights of way may be adjacent to public streets and roads or may be situated along the rear or side lot lines of individual property owners. Access to easements may be limited due to the construction of property owner fences and other obstructions.

**4. Additional Tree Trimming Assignments**

The City may designate to Contractor the specific tree trimming aspects of Individual Customer requests, and Capital Improvements Projects work as needed to meet construction needs.

**5. City's Right of Inspection**

a. The City's representatives shall have the continuing right to enter the work site at any time to inspect and observe any aspect of the work. The City's exercise of its rights of access and inspection shall not relieve Contractor of its duty, as an independent Contractor, to properly perform and functionally complete the work in accordance with Specifications, timelines and the terms of this Contract, nor shall it render the City responsible or liable for any acts, errors, omissions or negligence of Contractor or its subcontractors, employees or agents.

b. Contractor shall provide the City's representatives with every reasonable accommodation to enable them to determine if the work is being performed in accordance with specifications and the terms of this Contract. If such inspection shows that any portion of the work to be substandard or incomplete or not meeting the City's specifications, all additional costs to correct the work shall be borne by Contractor.

WORK ZONE SAFETY - CONTRACTOR SHALL PROVIDE AT CONTRACTOR'S COST ALL BARRICADES, TRAFFIC AND SAFETY DEVICES AND SIGNAGE NECESSARY TO PROTECT THE WORK, THE WORKERS AND GENERAL PUBLIC IN THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL BE ULTIMATELY RESPONSIBLE FOR WORKING WITH THE APPROPRIATE CITY, COUNTY, STATE, OR FEDERAL AUTHORITIES TO SCHEDULE ANY NECESSARY LANE CLOSURES. NO COMPENSATION WILL BE MADE TO THE CONTRACTOR FOR WORK AND MATERIALS INVOLVED IN MAINTAINING BARRICADES, SIGNS, PAVEMENT MARKINGS, WARNING DEVICES AND LIGHTS, OR FOR PROVIDING ANY OTHER INCIDENTAL ITEMS NECESSARY FOR TRAFFIC CONTROL.

c. The City requires the Successful Contractor to provide properly trained tree trimming crews to perform tree trimming, debris removal and disposal activities to meet the tree trimming specifications and schedule identified by the city. In addition to above, the City may require the contractor to perform supplemental spot clearing and the clearing of new rights-of-way. The City will coordinate the scheduling of a supplemental crew with the successful Contractor.

d. The City requires the Successful Contractor to provide appropriate equipment capable of meeting the tree trimming and disposal requirements of the City. Equipment used shall be free from damage or defects that might impair their proper function. Contractor shall maintain all equipment in a professional manner. Vehicles shall be clearly marked with your company name or logo. No exceptions will be made on the condition.

**6. Contractor's Work Force and Equipment**

**Each tree trimming crew shall have a crew foreman who speaks English and able to read and write in English and able to fluently communicate with customers and CSU personnel concerning work.**

a. The contractor's workforce shall have personnel who will meet the following minimum requirements.

1) Tree Trimmer Class C

- Qualified Line Clearance Tree Trimmer Trainee.
- Basic knowledge of equipment used on the job site.
- Capable of operating chippers and chain saws safely.
- Basic knots necessary for groundwork.
- Knowledge of the basics of electricity.
- Ability to climb and prune small trees.
- Ability to learn proper pruning procedures and practices.
- Drug free and able to pass the Contractor's drug screening test.
- Physical fitness capabilities to endure the demands of strenuous activities.

2) Tree Trimmer Class B

Includes requirements of Tree Trimmer Class C and:

- Qualified line clearance trimmer.
- 12 months of experience as a tree trimmer.
- Demonstrates possession of knowledge and experience required in subordinate positions.
- Thorough knowledge of proper pruning techniques (natural and directional pruning).
- Ability to safely ascend trees by use of the 3-point contact method and "hooking" method as appropriate.
- Thorough knowledge of climbing skills, familiar with all uses of the ropes and knows how to tie the necessary knots for use in climbing and roping.
- Able to perform pruning and removal functions.
- Able to identify the majority of the predominant tree species in the geographic area and knows the basic characteristics of these trees
- Safely and efficiently operates the equipment essential for this position, including a chain saw and the chipper.

3) Tree Trimmer Class A

Includes requirements of Tree Trimmer Class B and:

- 18 months of experience as a tree trimmer.
- Assists in job training of less experienced climbers.
- Ability to effectively work portions of the tree that are overhanging the conductors.
- Good working knowledge of the chipper, split dump, chain saws, and other equipment essential to this position.

4) Grappler Operator

- Good working knowledge of grappler and other equipment essential to this position.
- Demonstrates possession of knowledge and experience required in subordinate positions.

5) Foreman

- 6 months of experience as a Foreman and/or CSU and Contractor written approval.
- All Crew Foremen are required to climb and prune on a daily basis unless otherwise approved by CSU.
- Aerial Tower Crew Foremen are required to operate and prune out of the Aerial Tower Truck on a daily basis unless otherwise approved by CSU.
- Demonstrates possession of knowledge and experience required in subordinate positions.
- Speaks English and able to read and write in English and able to fluently communicate with customers and CSU personnel concerning work
- Possesses sufficient communication skills to ensure that crew members have proper understanding of work directives, and to effectively communicate with our customers regarding our work practices in order to obtain their concurrence with the necessary work.
- Good working knowledge of all equipment and tools utilized on his/her crew and knows how to operate the equipment in the most efficient manner.

b. **The contractor shall have a general foreman to oversee all the Contractor's crews and to coordinate work with the City's Representative(s).**

c. **Appearance of Equipment/Personnel**

- The appearance of all vehicles, trailers, maintenance equipment and personnel is important to the City. Contractor(s) are seen on a regular basis as agents of the City by citizens.
- Equipment must be attractively painted and shall be washed on a regular basis.
- Any and all equipment used must be clearly marked on each side of the vehicle with the Contractor's name and/or logo.
- The Contractor shall ensure that all equipment is operated in a safe manner so as not to create a public and/or safety hazard.
- Contractor personnel shall work in a City approved uniform to include, at a minimum, matching shirts with blue jeans or another standard. The City reserves the right to inspect and approve appearance.
- The City shall perform periodic inspections of maintenance equipment and personnel.

**7. Safety**

a. Contractor shall take all necessary precautions for the safety of the general public and shall provide the necessary protection to prevent damage to public and personal property.

b. Contractor shall comply with all applicable Federal, State and local laws and regulations intended to protect the safety of persons or property, including but not limited to all applicable OSHA, and ANSI 133 standards, rules and regulations. All safety equipment required by OSHA, Federal, state, or local guidelines shall be in place and in proper operating condition at all times. OSHA must approve all safety equipment for the purpose for which it is being used. OSHA-approved hard hats and any other OSHA required equipment or clothing must be worn at all times at the worksite.

c. Contractor shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by

Contractor, Contractor's subcontractor, Contractor's supplier, or any person or organization directly or indirectly employed by any of them, to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor.

d. Contractor shall report to the City, within two (2) hours of occurrence, any damage done by Contractor's employees to City or private property. Damage to property or loss of vegetation, shall be repaired or replaced by the Contractor at no cost to the City, and within a period of time that is satisfactory to the City.

e. Since any work performed in the vicinity of energized electric systems has inherent risks, and because safety for employees and the general public is of the highest concern of the City, the City has set forth certain safety guidelines within the City's Safety Manual. The intention of this manual is to provide workers a set of "minimum" guidelines for the protection of the City's employees, Contractor's employees, electric utility customers and the general public. Whenever working on or near the City's energized system and whenever working with or in the close proximity of the City crews, Contractor shall adhere to all pertinent rules and regulations provided in the City's Safety Manual and all safety policies and procedures set forth by the City. In the event of a conflict between the City's Safety Manual and any applicable Federal, State or local safety laws, rules, regulations or standards, the more stringent standard shall apply. The City encourages additional safety measures whenever conditions warrant.

f. In emergencies affecting the safety or protection of persons or the work at the site or adjacent thereto, Contractor, without special instruction or authorization from the City, shall promptly and reasonably act to prevent threatened damage, injury or loss and to mitigate damage or loss to the work.

g. If there is an accident involving injury to any individual on or near the work, Contractor shall notify City within two (2) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. Copies of such documentation shall be provided to City within forty-eight (48) hours of the event.

## II. SPECIAL CONDITIONS

1. Contractor agrees to trim or remove trees and brush and to perform other services as set forth herein to provide clearance for the poles, equipment, conductors and other utility facilities of the City, at such time and place as may be designated by authorized City Representative(s)

2. All labor, tools, equipment, transportation, and materials shall be furnished by the Contractor, which shall be of high standard or quality in every material respect.

3. Contractors shall submit with their Proposal a list of similar work done in the past five years with current telephone numbers and address for references. Contractor shall submit a list of any parties with whom they have had a payment or performance dispute in the last two years.

4. This contract provides for the clearing of vegetation, plant matter, and other materials from the proximity of electrical equipment. The Contractor shall determine in advance the nature of all circuits involved. Circuit *lengths shown in the Electric System Circuit Maps (Exhibit C) are as of March 2023.* It is mutually understood that electric circuits of the City are intended to continue in normal energized operation at all times and the Contractor shall carefully guard against interfering with the normal operation of such circuits.

**CONTRACTORS MAY NOT DISTRIBUTE, REPRODUCE, OR TRANSMIT ELECTRIC CIRCUIT MAPS TO OUTSIDE PARTY WITHOUT THE WRITTEN PERMISSION OF AUTHORIZED COLLEGE STATION UTILITIES PERSONNEL.**

5. The Contractor shall promptly remove all equipment upon completion of work at each location and shall dispose of all brush and debris in conformity with ordinances and regulations to the reasonable satisfaction of the property owners adjoining the easements of the City.

6. The Contractor shall obtain and be responsible for securing the necessary consent or permission of the proper public authorities and/or property owners or their authorized agents before trimming or removing any trees or brush or performing any other work unless such consent has been obtained by the City and furnished to the Contractor in writing. Should permission be refused, the Contractor shall exert all reasonable efforts to overcome the objections posed and shall conduct itself at all times in a manner consistent with public relations on behalf of the City. If permission is still refused, a report shall be submitted to the City showing the name and address of the property owner and the amount and character of work needed to provide appropriate clearance. For customer notification, the City will provide customer notification for use by Contract crew(s).

7. The Contractor shall not obligate the City for any payments to third parties. Complaints received from property owners or others shall be promptly reported by the Contractor to the City, together with a report of the actions taken by the Contractor to settle such complaint.

8. All irregular plant conditions affecting the property of the City shall be reported as soon as possible when recognized as such. The Contractor shall furnish the City with suitable written weekly reports indicating the number of trees trimmed and/or removed, the amount of brush cut, the location or such work shown by road or street name or by pole numbers, the dates of performance of such work, together with any pertinent information needed to properly describe or measure the work performed.

9. **The Contractor will be fully responsible for providing areas for storage of the Contractor's equipment**.

10. Contractor will schedule monthly progress meetings for the first quarter, then quarterly meetings thereafter with the City to ensure timely completion of trimming, as well as maintain communication concerning trimming, crews, and equipment.

11. From time-to-time Contractor will be given miscellaneous hourly work. This work may need immediate attention. Contractor will be provided with work order information that will show job location, contact information, and any special notes per the customer. Upon completion of the work, contractor shall turn in the completed dated and signed work orders to the City's Representative(s) within 24 hours.

12. In order to facilitate a timely payment, all invoices must have the work order number, feeder number, and address or location.

13. The Contractor shall advise CSU Electric Representative (by phone or text) each morning at or before 8:00 a.m. as to the work location. The contractor shall also contact the City's representative and update the progress of the work. In the event of a power outage or operation on a distribution feeder, it is imperative that dispatch be able to contact you.

14. Vehicles shall be clearly marked with Contractor's company name and/or logo. No exceptions will be made on the condition.

15. Contractor crews shall use appropriate Personal Protective Equipment (PPE) as required by all applicable Federal, State and local laws and regulations including but not limited to all applicable OSHA, and ANSI 133 standards, rules and regulations.

16. Contract crews shall be in clothing (shirts) identifying the company they represent. This is critical due to being in customer's back yards on a frequent basis.

## III. RIGHT-OF-WAY CLEARING SPECIFICATIONS

### 1. Tree Trimming Specifications

a. All trimming, both initial and re-trimming, shall be done in accordance with the latest revision of American National Standards (ANSI) A300 (Part 1) Pruning, with balanced emphasis on current tree health, symmetry and clearance. Proper line clearance tree pruning shall direct tree growth away from electrical conductors and facilities, extend pruning cycles, and reduce the overall amount of future pruning work required. The City reserves the right to assess, on a case-by-case basis, any special situations where the strict application of these specifications and requirements might be impractical or inappropriate.

b. All branches or limbs shall be cut flush with the supporting trunk or limb without cutting into the bark ridge or collar, so that no stub is left. When a limb is to be partially removed it shall, if possible, be cut back flush to a limb at least one-third of the diameter of the portion removed.

c. All saw or pruner cuts one inch or more in diameter shall be treated with an approved non-phytotoxic tree wound dressing to be furnished by the Contractor without cost to the City at City's Request Large cuts from previous trimming shall be repainted if necessary.

d. The Contractor shall use linemen's climbers only in trees being removed.

e. The amount of clearance to be obtained shall be determined on the job after position occupied by the wires in reference to the trees, the varied rate of growth of different trees, and the desires of the property owners have been given proper consideration. The Contractor shall secure maximum clearance consistent with good economy and with due regard to the rights and interests of property owners and the public. When adequate clearance cannot be obtained because of property owner objections or other factors, special effort shall be made to secure a reasonable amount of temporary clearance.

f. Effort shall be made wherever possible to regain and improve the quality of the clearance secured at the last trimming.

g. Effort shall be made wherever possible to eliminate all tree parts and growth points beneath the wires, and all weak, diseased, and dead limbs above the wires which may fall or blow on them.

h. All hanging and severed limbs shall be removed from the trees. The branches, brush, and debris resulting from the trimming shall be collected and disposed of in suitable disposal areas. The premises of the property owner shall be left as neat as they were before the work was started.

i. Vines growing on a pole or wire shall be pulled down and laid on the ground in a direction that will allow the vine to grow away from the pole or wire. Only when such procedure is impractical

shall they be cut at the ground line. The clearing of vines shall be considered a part of the designated circuit feeder and shall always be cleared to ground level.

**2. Tree Removal Specifications**

a. Unless otherwise specified by the City, the Contractor, while trimming, shall make special effort to secure permission to remove trees, especially those described in the following categories:
- Small trees which the property owner does not value but will require trimming in future years.
- Dead or defective trees which constitute a definite hazard to the wires.
- Trees that are unsightly as a result of the necessary trimming and that have no chance for future development.
- Fast growing, soft wooded or weed trees that have no aesthetic or utilitarian value that are located under or dangerously close to the wires.

b. All trees removed shall be cut even with the ground line except where other treatment is designed by property owner or public authority.

c. The Contractor shall not remove or trim fruit or ornamental trees without permission of property owner or directed by the City.

**3. Right-Of-Way (ROW) Clearing Specifications**

a. Existing ROW shall be cleared to the specifications designated, unless otherwise specified by the City.

b. On new construction, the ROW shall be cleared to the width stated on the ROW permits or construction staking sheets furnished by the City.

c. Unless otherwise specified by the City, all cutting for existing and new ROW clearing shall be as close to the ground as the topography and type of soil will allow, with a maximum remaining height of four inches for brush stubs and six inches for tree stumps.

d. Hazard trees adjacent to cleared ROW that constitute a hazard to the wire shall be removed.

e. Brush and debris shall be handled and disposed in such a manner as to avoid obstructing roads, paths, or waterways.

f. The Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking or wrapping the wires together or otherwise interrupting service. If any such trouble should result, the City shall be notified of the location of such trouble as quickly as possible.

g. Individual requests by property owners for special handling of brush shall be granted where reasonable. If any doubt exists as to the action to be taken, the requests shall be referred to the City for instruction.

h. **CHEMICAL SPRAYING WILL BE PERMITTED UNDER THIS CONTRACT ONLY TO PREVENT VINES, SMALL TREES AND BRUSH FROM GROWING AROUND POLES AND GUY WIRE. Application of herbicides by the Contractor shall conform to all Local, State, and Federal Regulations, laws or rules that apply to herbicide in use by Contractor. Methods used to control vegetation growth using chemical spraying shall be approved by the City Representative in advance. Contractor must provide list of the**

**herbicides to be used and products Material Safety Data Sheet. Contractor is solely responsible for acquiring applicable local, state and federal permits required for using the herbicides.**

i. SITE CLEAN UP

At the end of each workday, the Contractor shall be responsible for cleaning the site and all grounds that it has occupied, of all rubbish, debris, downed tree limbs, and branches. All parts of the work shall be left in a neat, orderly, and presentable condition. The removal of all rubbish and debris generated as a result of the Contractor's work under this contract will be the responsibility of the Contractor. No debris will be allowed to remain in or on any roadways at any time.

- Once the tree(s) are removed, all wood chips, brush, limbs, and logs, unless otherwise specified in this Contract, shall be disposed of at the landfill and compost facilities operated by **The Brazos Valley Solid Waste Management Agency,** (at contractor's expense).

- No part of any tree shall remain at the site, except as detailed in j. below. The Contractor shall not permit any third party to claim the wood.

- In all industrial, residential, commercial, park, and similarly maintained areas, all grass, gravel, and garden areas shall be left "fan-rake-clean."

- All driveways, walkways, roads, curbs, patios, and other asphalt, concrete, stone, and similar surfaces, shall be "broom-clean" when the site is vacated at the end of each shift and at the end of each day.

- Once the work order is complete and the worksite is ready for inspection, the Contractor shall notify the City Representative(s) by phone or in writing. The City will make the necessary inspection to ensure that the services were completed to the City's satisfaction, and if it is found the work has been properly performed and completed in accordance with all terms of this Contract, the work shall be accepted, and the invoice approved.

- The City shall have the right to perform, or have performed, inspections of all places where work is undertaken in connection with this Contract.

- Any damage to property, whether public or private, incurred during the operation of services shall be the sole responsibility of the Contractor. This repair/replacement of items includes, but not limited to, streets, fences, mailboxes, curb, lawn or yard damage, and gas or water meters.

j. Tree, limb, and brush disposal for this Contract shall be as follows:

Trees:

- With landowner's written consent, trees that are felled shall be cut to standard firewood lengths, stacked neatly, and left on the ROW for the landowner. Copy of written consent shall be provided to the City.
- In the absence of landowner's consent, trees that are felled shall be hauled from the site and disposed of properly.

Brush, Branches, Limbs, Tree Refuse:

- Roller chipped and disposed of properly.

- With landowner's written consent, roller chipped and left on the ROW in such a fashion to fully satisfy the landowner and not obstruct any roads, ditches, drains, etc. Copy of written consent shall be provided to the City.

**4. Line Clearing Work**

a. To be utilized for the clearing of electric distribution feeder circuits and for supplemental clearing which may arise during the course of construction. **Reference also Exhibit A "Right-of-Way Clearing Guide Drawings," for further clarification of the right-of-way clearing specifications.**

b. Line clearance distances attained during tree pruning operations shall vary depending on the power line voltage and the type of trees encountered. Higher voltage power lines require greater clearances. Fast growing trees shall be pruned to provide more clearance from electrical facilities than slow growing trees. The tree pruning operation shall provide clearance as appropriate for the line voltage and average growth rate of the affected trees, with the overall objective of achieving a minimum three (3) year tree trimming cycle.

c. Line clearing shall begin only after careful consideration of the position occupied by the electric facility relative to the adjacent trees, and the growth rate of the affected trees.

d. The clearances specified shall be consistently achieved. Special efforts shall be undertaken for reasonable resolution of any property owner objections or disputes.

e. Clearance standards shall be as follows:

| Secondary Voltage/Service Drops | Primary Voltage | Transmission Voltage |
|---|---|---|
| 120 to 480V | 7.2/12.47kV gndY | 138kV Δ |
| 3 ft. | 8 ft. | 20 ft. |

**5. Distribution Facilities**

If the tree trimming required to obtain adequate clearance from an electric facility (i.e., leaning pole, low pole height, sagging wire) would significantly affect the shape of the tree, the Contractor shall consult with the City to determine if the electric facilities can be adjusted to reduce the pruning required.

Telephone or TV Cable facilities shall not be considered in determining line clearances.
**Reference "Right-of-Way Clearing Guide" for further clarification of the right-of-way clearing specifications.**

a. Primary conductors 7,200/12,470 volts - clearance shall be a minimum of 8 feet. Additional line clearance may be required to allow for the annual growth of the vegetation to maintain a 3–4-year right-of-way maintenance cycle. The Contractor shall remove all overhangs above the top of the pole or primary conductor, or as directed by the City.

b. Secondary conductors, service drops, and streetlight conductors less than 600 volts - clearance shall be 3 feet. Additional line clearance may be required to allow for the annual growth of the vegetation to maintain a 3-4-year right-of-way maintenance cycle. The cost effectiveness of re-routing the wires will be considered before any line clearance work is completed. Tree removals will not be done on these wire types.

c. Poles, Guy Wires, Down Guys - The Contractor shall free guy wires and down guys of weight, strain or altered position caused by contact with tree limbs or branches. Guy wires, down guys and poles shall be free of vines. All vines or plant growth obstructing or limiting accesses, at the base of or on the affected electric facility shall be cut and/or removed. Poles must be cleared 10' around pole (when possible) to allow access by pole climbers and equipment.

d. Disconnect Switches, Fused Cutouts, Transformers, and Other Electric Facilities - Contractor shall clear vines, limbs, or trees obstructing telescoping hot stick access to pole mounted switches and fused cutouts. Pole perimeters must be cleared enough to allow access for climbers to perform the installation and/or removal of pole mounted equipment such as transformers, capacitors, etc.

**6. Transmission Facilities – 138,000 Volts**

a. The clearing of the City's 138 kV transmission line rights-of-way shall begin **October 1, 2027, and be completed no-later than December 31st, 2027**. **The timeframe is critical in meeting our NERC compliance obligations.**

**7. Topping for Removal**

Property owners will often request City assistance with tree removals near the electrical facilities. The City will evaluate the removal and determine if its removal by the property owner would constitute a threat to the electrical facilities. In cases where a threat is perceived, the City will work with the property owner to remove any parts of the tree that are in danger of contacting the electrical facilities. It is the property owner's responsibility to remove the rest of the tree. Listed below are the City procedures.

a. At the request of a property owner, with notification and approval of appropriate City authorities, the City will direct the Contractor to remove only those branches which could come into contact with the electrical facilities for the property owner to safely complete the tree removal.

b. If necessary, City's Electric facilities shall be temporarily removed or de-energized by the City to permit safe removal of the tree by the property owner.

**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.

ACCORDING TO THE PROPOSAL PRICING SHEET BELOW IN RESPONSE TO

RFP #26-074.

**Year 1 -2026**

| Substation | Feeder Number | Length 3phase | Length 2phase | Length 1phase | Cost 3 Phase | Cost 2 Phase | Cost 1 Phase | Total Circuit Cost |
|---|---|---|---|---|---|---|---|---|
| **Sping Creek** | **5101** | 9,805.00 | 114.00 | 8,601.00 | $ 43,189.25 | $ 502.15 | $ 37,885.85 | $ 81,577.25 |
| | **5312** | 2,585.00 | 0.00 | 124.00 | $ 11,067.74 | $ - | $ 530.91 | $ 11,598.65 |
| | **5311** | 1,458.56 | 0.00 | 0.00 | $ 5,663.95 | $ - | $ - | $ 5,663.95 |
| | **5208** | 4,419.00 | 0.00 | 0.00 | $ 5,990.67 | $ - | $ - | $ 5,990.67 |
| | **5103** | 3,842.00 | 0.00 | 6,512.00 | $ 7,964.93 | $ - | $ 13,500.17 | $ 21,465.10 |
| | **5104** | 1,409.00 | 0.00 | 808.00 | $ 5,240.27 | $ - | $ 3,005.07 | $ 8,245.34 |
| | **5310** | 1,177.00 | 0.00 | 0.00 | $ 5,484.39 | $ - | $ - | $ 5,484.39 |
| | **5207** | 2,799.00 | 0.00 | 0.00 | $ 9,678.09 | $ - | $ - | $ 9,678.09 |
| | | | | | | | | |
| **Southwood** | **3101** | 15,817.57 | 0.00 | 24,856.58 | $ 58,345.72 | $ - | $ 91,687.61 | $ 150,033.33 |
| | **3102** | 9,336.00 | 157.00 | 8,649.00 | $ 48,966.11 | $ 823.44 | $ 45,362.88 | $ 95,152.43 |
| | **3206** | 12,034.46 | 1,451.35 | 8,546.37 | $ 79,117.64 | $ 9,541.55 | $ 56,186.04 | $ 144,845.23 |
| | **3205** | 19,334.07 | 6,161.14 | 14,682.36 | $ 61,233.02 | $ 19,512.97 | $ 46,500.57 | $ 127,246.56 |
| | **3104** | 646.00 | 0.00 | 6,384.00 | $ 2,066.53 | $ - | $ 20,422.21 | $ 22,488.74 |
| | **3103** | 7,903.00 | 0.00 | 6,512.00 | $ 52,884.44 | $ - | $ 43,576.30 | $ 96,460.74 |
| | **3207** | 11,591.77 | 0.00 | 15,224.44 | $ 59,172.07 | $ - | $ 77,715.63 | $ 136,887.70 |
| | **3208** | 3,904.48 | 0.00 | 4,670.22 | $ 11,195.86 | $ - | $ 13,391.58 | $ 24,587.44 |
| | | | | | | | | |
| **Dowling** | **6103** | 22,238.65 | 0.00 | 10,286.00 | $ 63,586.40 | $ - | $ 29,410.49 | $ 92,996.89 |
| | **6205** | 9,382.60 | 2,265.00 | 18,683.37 | $ 31,914.29 | $ 7,704.25 | $ 63,550.23 | $ 103,168.77 |
| | **6101** | 11,635.04 | 0.00 | 9,012.47 | $ 87,116.80 | $ - | $ 67,480.43 | $ 154,597.23 |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |

| **Total year 1** | $ 1,298,168.50 |
|---|---|

**Year 2 - 2027**

| Substation | Feeder Number | Length 3phase | Length 2phase | Length 1phase | Cost 3 Phase | Cost 2 Phase | Cost 1 Phase | Total Circuit Cost |
|---|---|---|---|---|---|---|---|---|
| Dowling | **6206** | 7,624.37 | 0.00 | 1,550.63 | $ 14,355.50 | $ - | $ 2,919.60 | $ 17,275.10 |
| | **6104** | 6,276.47 | 0.00 | 2,006.47 | $ 6,808.36 | $ - | $ 2,176.51 | $ 8,984.87 |
| | **6102** | 12,502.72 | 0.00 | 0.00 | $ 6,260.01 | $ - | $ - | $ 6,260.01 |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| Switch Station | **1101** | 12,681.43 | 690.53 | 10,700.49 | $ 49,523.39 | $ 2,696.65 | $ 41,787.45 | $ 94,007.49 |
| | **1102** | 26,061.76 | 0.00 | 8,937.00 | $ 62,384.65 | $ - | $ 21,392.71 | $ 83,777.36 |
| | **1205** | 19,460.03 | 406.08 | 15,243.02 | $ 109,183.13 | $ 2,278.37 | $ 85,523.03 | $ 196,984.53 |
| | **1206** | 13,785.30 | 0.00 | 0.00 | $ 24,328.33 | $ - | $ - | $ 24,328.33 |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| Graham | **8102** | 7,954.00 | 0.00 | 6,102.00 | $ 36,395.44 | $ - | $ 27,921.17 | $ 64,316.61 |
| | **8101** | 9,086.00 | 0.00 | 93.00 | $ 36,629.39 | $ - | $ 374.92 | $ 37,004.31 |
| | **8103** | 1,003.00 | 0.00 | 7,882.00 | $ 6,563.74 | $ - | $ 51,580.68 | $ 58,144.42 |
| | **8104** | 2,977.00 | 0.00 | 0.00 | $ 37,572.54 | $ - | $ - | $ 37,572.54 |
| | **8206** | 5,333.00 | 0.00 | 542.00 | $ 12,919.31 | $ - | $ 1,313.01 | $ 14,232.32 |
| | **8208** | 140.00 | 0.00 | 0.00 | $ 2,421.72 | $ - | $ - | $ 2,421.72 |
| | **8205** | 500.00 | 0.00 | 28.00 | $ 773.49 | $ - | $ 43.32 | $ 816.81 |
| | **8207** | 4,712.00 | 0.00 | 2,033.00 | $ 15,166.03 | $ - | $ 6,543.41 | $ 21,709.44 |

**Year 2 - 2027**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Northgate | **7207** | 4,969.21 | 0.00 | 0.00 | $ 4,574.12 | $ - | $ - | $ 4,574.12 |
| | **7104** | 10,486.08 | 142.20 | 8,500.00 | $ 14,397.68 | $ 195.24 | $ 11,670.74 | $ 26,263.66 |
| | **7101** | 3,669.67 | 0.00 | 1,898.02 | $ 13,258.22 | $ - | $ 6,857.39 | $ 20,115.61 |
| | **7103** | 238.50 | 0.00 | 0.00 | $ 371.61 | $ - | $ - | $ 371.61 |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |

| **Transmission System Right of Way clearing to be done between Ocober 1st and December 31 2027 (90,763.2ft)** | Cost Trans ROW | $ 103,519.25 |
|---|---|---|

| **Total year 2** | $ 822,680.11 |
|---|---|

**Year 3 - 2028**

| Substation | Feeder number | Length 3phase | Length 2phase | Length 1phase | Cost 3 Phase | Cost 2 Phase | Cost 1 Phase | Total Circuit Cost |
|---|---|---|---|---|---|---|---|---|
| Greens Praire | **4102** | 3,696.54 | 0.00 | 0.00 | $ 6,534.45 | $ - | $ - | $ 6,534.45 |
| | **4101** | 8,889.26 | 0.00 | 1,156.35 | $ 14,096.93 | $ - | $ 1,833.78 | $ 15,930.71 |
| | **4206** | 6,721.30 | 0.00 | 3,742.49 | $ 7,633.67 | $ - | $ 4,250.51 | $ 11,884.18 |
| | **4208** | 29,266.67 | 0.00 | 491.08 | $ 27,858.82 | $ - | $ 467.46 | $ 28,326.28 |
| | **4207** | 3,919.08 | 0.00 | 0.00 | $ 2,940.50 | $ - | $ - | $ 2,940.50 |
| | **4104** | 5,567.00 | 0.00 | 0.00 | $ 23,748.47 | $ - | $ - | $ 23,748.47 |
| | **4103** | 2,559.00 | 0.00 | 0.00 | $ 8,257.84 | $ - | $ - | $ 8,257.84 |
| | | | | | | | | $ - |
| Post Oak | **2207** | 1,937.39 | 0.00 | 0.00 | $ 6,195.23 | $ - | $ - | $ 6,195.23 |
| | **2208** | 2,043.26 | 0.00 | 2,123.18 | $ 7,864.53 | $ - | $ 8,172.15 | $ 16,036.68 |
| | **2103** | 14,228.00 | 0.00 | 12,230.16 | $ 56,235.46 | $ - | $ 48,339.10 | $ 104,574.56 |
| | **2104** | 10,517.10 | 754.14 | 15,946.63 | $ 34,940.12 | $ 2,505.42 | $ 52,978.22 | $ 90,423.76 |
| | **2309** | 11,819.41 | 132.68 | 5,985.81 | $ 36,211.19 | $ 406.49 | $ 18,338.76 | $ 54,956.44 |
| | **2101** | 5,168.35 | 0.00 | 461.84 | $ 47,805.98 | $ - | $ 4,271.91 | $ 52,077.89 |
| | **2205** | 122.00 | 0.00 | 0.00 | $ 2,123.70 | $ - | $ - | $ 2,123.70 |
| | **2102** | 17,126.00 | 5,600.00 | 24,247.95 | $ 56,750.91 | $ 18,556.88 | $ 80,351.12 | $ 155,658.91 |
| | **2310** | 75.00 | 0.00 | 1,436.00 | $ 507.12 | $ - | $ 9,709.64 | $ 10,216.76 |
| | **2206** | 4,882.86 | 0.00 | 3,968.82 | $ 24,327.96 | $ - | $ 19,773.92 | $ 44,101.88 |
| | **2312** | 3,448.50 | 102.24 | 3,218.04 | $ 8,447.27 | $ 250.44 | $ 7,882.75 | $ 16,580.46 |
| | **2311** | 11,843.07 | 2,611.68 | 10,724.89 | $ 42,452.69 | $ 9,361.83 | $ 38,444.46 | $ 90,258.98 |

| | |
|---|---|
| **Total year 3** | $ 740,827.68 |

| | | | |
|---|---|---|---|
| **Misc. Hourly** | 30 weeks X 40 hours X Crew & Equipment Hourly Rate | Misc. cost | $ 799,632.00 |

| | |
|---|---|
| **Grand Total** | $ 3,661,308.29 |

| **Labor (per man Hour)** | Cost |
|---|---|
| Class C Trimmer | 42.62 |
| Class B Trimmer | 45.39 |
| Class A Trimmer | 48.97 |
| Grapple Operator | 50.96 |
| Foreman | 51.48 |
| **Equipment (per crew hour)** | |
| Hydraulic Dump Truck | 25.00 |
| Power Saw | 1.05 |
| Bucket Truck or Arial Lift | 32.19 |
| Brush Chipper | 9.20 |
| Grappler Truck | 33.00 |
| Stump Grinder | 21.50 |
| Haul Trailer | 7.50 |
| Stump Chemical | 50.25 |
| Chemical Spray | 50.25 |
| Tractor/Mower (per hour) | 85.00 |
| Mulcher | 112.00 |
| | |
| Hourly Sum | 666.36 |

**EXHIBIT C**
**CERTIFICATES OF INSURANCE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/7/2026

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

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

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services Inc.<br>PO Box 3310<br>Santa Barbara, CA 93130-3310 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (805) 682-2571 FAX (A/C, No):<br>E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Arch Insurance Company — 11150 |
| INSURED<br>Pannell Contracting, LLC<br>4 Green Cedar Road<br>Boerne, TX 78006 | INSURER B : Admiral Insurance Company — 24856 |
| | INSURER C : Endurance American Specialty Insurance Company — 41718 |
| | INSURER D : Upland Specialty Insurance Company — 16988 |
| | INSURER E : |
| | INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | | ZAGLB9257203 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | X | | ZACAT9292403 | 1/1/2026 | 1/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | UX00000149102 | 1/30/2026 | 1/30/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | ZAWCI9997703 | 1/1/2026 | 1/1/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Commercial Umbrella | | | ELD30078518801 | 1/30/2026 | 1/30/2027 | Agg/Occ | 3,000,000 |
| D | Commercial Umbrella | | | USXSL0200426 | 1/30/2026 | 1/30/2027 | Agg/Occ | 5,000,000 |

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

**City of College Station, its officers, agents, volunteers, and employees are Additional Insured with regard to General Liability when required by written contract per the attached endorsement form CG2010 12/19. Coverage is Primary & Non-Contributory wording applies with regard to General Liability when required by written contract per the attached endorsement form CG2001 12/19. Additional Insured with regard to Auto Liability when required by written contract per the attached endorsement form CA007000 10/13. Primary & Non - Contributory wording applies to the Auto Liability policy, when required by written contract, per the attached endorsement form CA0449 11/16. Waiver of Subrogation with regard to Workers Compensation applies when required by written contract per the attached endorsement form WC420304B 06/14.**

**SEE ATTACHED ACORD 101**

**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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AGENCY CUSTOMER ID: PANNCON-02 CMCCARTHY

LOC #: 0

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | License # 0757776 | NAMED INSURED |
|---|---|---|
| HUB International Insurance Services Inc. | | Pannell Contracting, LLC<br>4 Green Cedar Road<br>Boerne, TX 78006 |
| POLICY NUMBER | | |
| SEE PAGE 1 | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: SEE PAGE 1 |
| SEE PAGE 1 | SEE P 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:**
**Pollution Liability/Professional Liability**
**Carrier: Evanston Insurance Company**
**Policy Number: CPLMOL136573**
**Policy Limits: Aggregate $5,000,000 / Occ $10,000,000**
**Deductible: $2,500**



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

**1.** Such "insured" is a Named Insured under such other insurance; and

**2.** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

**1.** Such "insured" is a Named Insured under such other insurance; and

**2.** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

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

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


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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

| **Name of Person(s) or Organization(s):** |
| --- |
| AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT |

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9292403

Named Insured: PANNELL CONTRACTING, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 01-01-2026

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT | |

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

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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POLICY NUMBER: ZAWCI9997703

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. (☐) Specific Waiver
   Name of person or organization

   (☒) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   **ALL TEXAS LOCATIONS**

3. Premium:
   The premium charge for this endorsement shall be **2** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **INCLUDED**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 01/01/2026 Policy No. ZAWCI9997703 Endorsement No.
Insured Pannell Contracting, LLC DBA Pannell Co. Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____


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**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**
**COLLEGE STATION UTILITY INFORMATION**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement"), effective as of this 13 day of August ( "Effective Date"), is made by and between City of College Station, Texas, a municipal corporation of the State of Texas ("City"), engaged in operating various public utility systems, including, but not limited to electrical distribution systems, water and waste water distribution systems, stormwater collection systems, and communication infrastructure, and Pannell Contracting LLC, d/b/a Pannell Co., ("Vendor" or "Contractor") hereinafter both collectively referred to as the "Parties".

**Definitions:**

The following term(s) shall have the definitions listed below in this Agreement.

**Disclosing Party** means a party or its representatives who provide confidential and proprietary information to another party or that party's representatives.

**Receiving Party** means a party or its representatives who receive confidential and proprietary information from another party or that party's representatives.

**Information** (see Paragraph 6 in the Agreement for a full description of what is Information and what is excluded for purposes of this Agreement).

**Purpose** means the purpose for which any confidential and proprietary information is disclosed to another party. For this Agreement, the Purpose is to help provide City infrastructure information to Vendor, who is conducting operations in City ROW, various other easement areas and private property (Vendor's "Project").

**Representative** means any officer, director, employee, agent or consultant of a party.

**Terms and Conditions:**

A. The Parties agree it would be to their mutual benefit to exchange certain utility infrastructure information for the Vendor's Project that is being performed in City ROW and various other easement areas and private property.

B. Either party may find it necessary to reveal to the other party certain information whether in oral, written, printed or electronic form, which is proprietary and/or confidential to such party; and

C. The party receiving such information shall hold in confidence the information it may receive as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in other agreements of the parties, the parties, intending to be legally bound, agree as follows:

1. Information Deemed Confidential and Proprietary. Any Information that the Disclosing Party provides to the Receiving Party shall be considered confidential and proprietary Information of the Disclosing Party except to the extent otherwise provided in this Agreement.

2. Receiving Party Disclosure. The Receiving Party shall disclose Information only to its Representatives who reasonably have a need to know it for the Purpose and who are advised by the Receiving Party that the Information is confidential and is not to be revealed to third parties or used for any purpose other than the Purpose.

3. No Other Use Authorized. Information received hereunder shall not be used or exploited by the Receiving Party for any purpose other than the Purpose.

4. Prevention of Disclosure. The Receiving Party agrees to hold in confidence Information received from the Disclosing Party and to use the same degree of care as it uses with respect to its own proprietary and/or confidential Information to prevent the disclosure of such Information unless the Receiving Party has obtained prior written approval signed by an authorized representative of the Disclosing Party.

5. Vendor and Vendor's Personnel Responsibilities. Vendor and Vendor's Personnel agree that it and its employees, representatives, and agents must:

a. Preserve and maintain Confidential Information in strict confidence;

b. Not disclose or use the Confidential Information for any purpose other than purposes contemplated under this Agreement;

c. Not disclose Confidential Information to any third party other than the employees, representatives, or agents of the Vendor who have a direct need to know the information in connection with a purpose permitted under this Agreement;

d. Not disclose Confidential Information to any third party, except as expressly authorized in writing by the City and that such disclosure is necessary for the performance of an agreement or understanding with the City. Any disclosure to a third party will require the undersigned Vendor to obtain written assurances from any third party that such third party will preserve the confidentiality of such confidential information, matter, or property. The City shall be provided a copy of all written assurances obtained by Vendor from third parties within five (5) business days of receipt.

e. Not copy or make public Confidential Information without the prior expressed written consent of the City;

f. Notify the City immediately upon discovery of any unauthorized use or disclosure of Confidential Information and to cooperate in any reasonable way to help the City regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

6. Information. As used anywhere in this Agreement, the term "Information" means in its broadest form any information or data relating to the Project whether oral, written, electronic or otherwise which is received by the Receiving Party from the Disclosing Party, including but not limited to, technical, financial or business data, analyses, models and designs in any form, all technical, economic, financial, pricing, marketing or other information in whatever form transmitted, patents, customer lists, scientific, technical and business studies, analyses, processes, plans, methods, procedures, policies, information, designs, work product, reports, drawings, models, configurations, formulas, data, know-how, software programs, improvements, inventions, techniques, plans, strategies, forecasts, and computer programs. Notwithstanding anything to the contrary contained herein, the term "Information" does not include any information or data which:

a. is or becomes a part of the public domain without any breach of this Agreement;

b. was already lawfully in the Receiving Party's possession prior to any disclosure hereunder, and that is not subject to any pre-existing contractual, legal, or fiduciary obligations with respect to confidentiality owed to the Disclosing Party by the Receiving Party;

c. is obtained by the Receiving Party from a third party (other than a person or entity acting on behalf of or who is an affiliated entity of the Disclosing Party) who the Receiving Party has no reason to believe is not lawfully in possession of the Information and who the Receiving Party has no reason to believe is in violation of any contractual, legal or fiduciary obligation to the Disclosing Party with respect to the Information;

d. is independently developed by the Receiving Party without the benefit or use of any Information received hereunder;

e. is agreed to by the Disclosing Party to be made public; or

f. is required by the appropriate regulatory or judicial authority to be disclosed by law in accordance with a fully adjudicated order and is not subject, pursuant to that fully adjudicated order, to further protection or ongoing confidential treatment.

If only a portion of the Information falls under one of the above Subsections 6(a) - 6(f), then only that portion shall be excluded from the terms and conditions of this Agreement. If the Receiving Party is required by any statute, regulation, rule, ordinance or request of a governmental body or a request of an opposing party in any action before any governmental body to disclose Information received under this Agreement, the Receiving Party shall promptly notify the Disclosing Party, so that it may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order, Receiving Party is nonetheless legally compelled to disclose any portion of the Information, it may do so without liability if such disclosure is limited to the information that is legally required to be disclosed.

7. Retainage of Rights and Return of Information. The Disclosing Party retains all rights, title and interest in and to the Information transmitted under this Agreement. Upon the Disclosing Party's request, the Receiving Party shall return the Information to the Disclosing Party or destroy the Information upon completion of the Purpose or upon the termination of this Agreement.

8. Unauthorized Disclosure. The Receiving Party shall, at its own expense, use reasonable efforts to prevent the unauthorized use or disclosure of any Information by any representative of the Receiving Party or by any other party who gained the Information from the Receiving Party in accordance with or in violation of the terms of this Agreement.

9. No Warranty in Provided Information.

ANY MAPS, DIAGRAMS, GIS DATA, PLANS, OR ANY OTHER INFORMATION OR PRODUCTS PROVIDED BY CITY IS FOR INFORMATIONAL PURPOSES ONLY AND HAS NOT BEEN PREPARED FOR AND IS NOT SUITABLE FOR LEGAL, ENGINEERING, CONSTRUCTION, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF CERTAIN GEOGRAPHIC FEATURES. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE BY THE CITY OF COLLEGE STATION AS TO THE ACCURACY, COMPLETENESS, SUITABILITY, OR TIMELINESS OF THE INFORMATION CONTAINED HEREIN. THE CITY OF COLLEGE STATION ASSUMES NO RESPONSIBILITY FOR ANY PRIVATE OR COMMERCIAL USE, MISUSE, RELIANCE, OR INTERPRETATION OF THE INFORMATION PROVIDED HEREIN, OR ANY LOSS RESULTING THEREFROM.

10. Indemnification and Release.

a. **INDEMNIFICATION. THE VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, PENALTIES, JUDGMENTS, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES ARISING OUT OF OR IN CONNECTION WITH THE VENDOR'S WORK, RESPONSIBILITIES, OR BREACH OF THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, PENALTIES, JUDGMENTS, 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 VENDOR, OR ANY THIRD PARTY.**

b. **RELEASE. THE VENDOR ASSUMES FULL RESPONSIBILITY FOR ITS WORK AND RESPONSIBILITIES TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE VENDOR 'S WORK AND RESPONSIBILITIES 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 VENDOR, OR ANY THIRD PARTY.**

11. Injunctive Relief.
Vendor acknowledges and agrees that a breach of this Agreement may result in irreparable and continuing damage to the City, for which there may be no adequate remedy at law, and that, in the event of such breach, the City will be entitled to seek injunctive relief and/or a decree for specific performance, in addition to all such other and further relief, damages, and reasonable attorneys' fees as may be available at law, in equity, or otherwise.

12. Assignment. Neither party shall assign or in any manner transfer its interest in or obligations under this Agreement without the written consent of the other party.

13. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to any conflicts or choice of law principles that might otherwise apply.

14. Patents and Copyrights. All rights heretofore or hereafter acquired under the patent or copyright laws of the United States or of a foreign country with respect to Information are hereby expressly reserved to the owner of such Information. Nothing in this Agreement shall be construed as granting a license, expressly, impliedly, or otherwise for any invention, discovery, or improvement made, conceived or acquired prior to, on, or after the Effective Date of this Agreement. The disclosure of Information shall likewise not be construed as any representation, warranty, assurance, guaranty, or inducement by the Disclosing Party with respect to infringement of any patent or other proprietary right.

15. Term. This Agreement shall commence as of the date first set forth above and shall continue in effect until the earlier of (i) three (3) years from the date hereof, or (ii) termination by written notice by either Party. In the event of termination pursuant to clause (ii) of the preceding sentence, the obligations of confidentiality contained herein shall survive and continue for a period of three (3) years from the date of this Agreement.

16. Binding. This Agreement shall be binding upon and inure to the benefit of both parties, their heirs, legal representatives, successors and assigns.

17. No Required Disclosure. Nothing in this Agreement shall obligate either Party to disclose any Information about itself to the other Party, and any disclosure of Information shall be at the Disclosing Party's sole discretion. This Agreement does not constitute a commitment or promise by either Party to proceed with any transaction. If the Parties do elect to proceed with a transaction, all agreements, representations, warranties, covenants and conditions with respect thereto will be set forth in a separate written agreement to be negotiated, and if agreement can be reached, executed by the Parties.

18. Disclaimer. Both parties acknowledge and agree that the Information is provided on an "AS IS" basis. THE DISCLOSING PARTY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE DISCLOSING PARTY HAVE ANY LIABILITY RELATING TO OR ARISING FROM ANY USE OF OR RELIANCE UPON SUCH INFORMATION OR BE LIABLE TO THE RECEIVING PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE INFORMATION.

19. Breach. In the event of a breach of this Agreement, the non-breaching party, in addition to all other available remedies in law or equity, will be entitled to an injunction restraining the breaching party from disclosing or making unauthorized use of any Information. The Receiving Party further waives any requirement that the Disclosing Party post a bond in connection with obtaining any such equitable relief, and agrees that any violation of this Agreement may cause irreparable injury or harm to the Disclosing Party.

20. Notice. Any notice required or permitted hereunder shall be given in writing by United States certified mail with postage and fees pre-paid or reputable overnight courier (e.g., Federal Express) deemed to be given upon receipt or by the Receiving Party, and addressed as follows:

| | |
|---|---|
| **City of College Station** | Pannell Contracting LLC, d/b/a Pannell Co. |
| 1101 Texas Ave. South | 4 Green Cedar Rd. |
| PO Box 9960 | Boerne, TX 78006 |
| College Station, TX 77842 | |
| Attn: City Engineer | Attn: Tanner Pannell |
| Tel: (979) 764-3570 | Tel: 830-591-8221 |

21. Invalid Provisions. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

22. Entire Agreement. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by all parties. This Agreement shall not be assignable by any party, and no party may delegate its duties under this Agreement, without the prior written consent of the other party. In no event will the failure of either Party to object to any unauthorized disclosure or use of Information, or to enforce any provision of this Agreement, operate as a modification of this Agreement or as a waiver of its provisions with respect to any then past, present, or future unauthorized disclosure or use.

23. Signature Authority. Each Party warrants and represents that the person signing below on its behalf has the necessary right, power, representative capacity, and full authority to execute this Agreement and bind it to the provisions hereof. This Agreement contains the entire understanding of the Parties with respect to this subject matter. This Agreement may be executed electronically by applying electronic signatures, or signed and scanned and then electronically

transferred to the other Party. Each Party acknowledges that they have read, understand, and are bound by the electronic signatures applied to this Agreement in the same manner as if such Parties had signed this Agreement with handwritten original signatures. A copy of this Agreement bearing an electronic or electronically transferred signature or signatures on the executed documents has the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile, etc.) is considered an original.

**AGREED:**

Pannell Contracting LLC, d/b/a Pannell Co.

By: Jacy Pannell

Printed Name: Jacy Pannell

Title: CFO

Date: July 14th, 2026

**CITY OF COLLEGE STATION**

By: _____

City Manager

Date: _____

APPROVED:

_____

City Attorney
Date: _____

_____

Assistant City Manager/CFO
Date: _____

# INTENT TO AWARD PROPOSAL TABULATION

**RFP #26-074**
**PRICE AGREEMENT FOR ELECTRIC ROW Tree Trimming and Clearing 06/16/26**
**@ 2:00 P.M.**

| | Pannell Contracting | Davey Tree Surgery | Looks Great Services | Arbor Works | RPF Emergency Services | Kendall Vegetation Services | Tree Service Kings | ABC Professional Tree Service |
|---|---|---|---|---|---|---|---|---|
| **Total Dollar Amount** | $3,661,308.29 | $3,625,508.00 | $3,134,385.39 | $4,691,612.28 | $3,458,074.32 | $6,204,852.94 | $4,697,556.90 | $6,745,629.22 |
| **SUMMARY SCORE** | 91 | 87 | 81 | 81 | 73 | 70 | 68 | 64 |

**August 13, 2026**
**Item No. 6.14.**
**Trimble Renewal**

**Sponsor:** Sam Rivera

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a three-year agreement with Trimble Inc. for Trimble Unity software licenses in the amount of $623,452.74.

**Relationship to Strategic Goals:**
Core Services and Infrastructure

**Recommendation(s):** CIO recommends approval of the contract

**Summary:** Cityworks was acquired by Trimble Unity in 2019, and the vendor has begun phasing out legacy Cityworks versions. To ensure continuity of licensing, technical support, and system maintenance, the City must transition to the Trimble Unity licensing model. Trimble Unity is a cloud-hosted software platform that supports critical operational functions across the Public Works, CIP, Water, and Parks Departments, including the management of service requests, work orders, and inspections. The platform also provides comprehensive asset-management capabilities, enabling departments to efficiently track, monitor, and maintain a wide range of City infrastructure.

Funds already budgeted to pay for Cityworks in the IT operating budget will be used to pay for Trimble Unity.

Trimble Unity Software Subscription Fees:
Year 1 - $153,321.75
Year 2 - $224,871.90
Year 3 - $245,259.09

**Budget & Financial Summary:** Funds are available in the IT Operating Budget.

**Attachments:**
1. Contract
2. Trimble Order Form (Signed by Trimble)

**ORDER FORM**

| | |
|---|---|
| **Order Date:** | Date of the last signature below |
| **Trimble Entity Name ("Trimble") and Address:** | Trimble Inc.<br>10368 Westmoor Drive<br>Westminster, CO 80021 US |
| **Customer Entity Name ("Customer") and Address:** | City of College Station, TX<br>1101 Texas Avenue<br>P.O. Box 9960<br>College Station, TX 77842 |
| **Billing Contact Name and E-Mail Address:** | Iroshi Price<br>iprice@cstx.gov |
| **Is Customer Tax Exempt?**<br>**Is Customer a Public Entity?** | Yes<br>Yes |
| **Initial Term:** | 06/01/2026 - 05/31/2029 |
| **Validity:** | This Order Form shall expire on 08/30/2026 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form. |
| **Miscellaneous:** | ** If Purchase orders issued by Customer, they are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.*<br><br>Post-Termination Customer Data Extract. Upon termination or expiration of this Agreement, Trimble will retain Customer Data for 90 days (the "Retention Period"). During the Retention Period and upon Customer's written request, Trimble will provide Customer with one (1) extract of all documents and files stored within its instance(s) free of charge via an S3 Bucket or other mutually agreeable format. After the Retention Period, all Customer Data will be sanitized in accordance with NIST 800-88 standards.<br><br>Trimble Unity Construct Third-Party Software Attributions. A list of certain third-party software included in Trimble Unity Construct may be found at the following link:<br>https://learn.assetlifecycle.trimble.com/legal/e-builder-3rd-party-software-attributions<br><br>Background. On **December 13, 2017**, Azteca Systems, LLC (a wholly owned subsidiary of Trimble, Inc.) and Customer executed an agreement pertaining to Customer's current Cityworks subscription (the "Cityworks Agreement").<br><br>Purpose. The Purpose of this Order Form is to upgrade and migrate the Customer's current Annual Software Subscription:<br>From: **Cityworks AMS Premium ELA with Unlimited Logins.**<br>To: **Trimble Unity Maintain Professional with 260 Users**.<br><br>Migration Process. Trimble will provision Customer's Trimble Unity Maintain instance upon the later of a) execution of this Order Form or b) 90 days prior to the Initial Term (the "Provision Date"). Customer and its authorized Service Provider will then complete the software implementation and migration of Customer Data to the Trimble Unity Maintain environment. Upon completion of the implementation and migration, Customer will promptly notify Trimble of the anticipated Trimble Unity Maintain go-live date, which shall be no later than 1 year from the Provision Date. Upon go-live of Customer's Trimble Unity Maintain instance, Customer's Cityworks subscription will automatically terminate, the previous agreement between Azteca Systems, LLC and Customer will automatically terminate, and Customer will cease any and all use of the Cityworks software and delete all copies thereof.<br><br>Support Terms & Service Level Agreement. The Support Terms and service levels applicable to Trimble Unity |

| | |
|---|---|
| | Maintain are provided in Addendums 4 and 8 below. Any support or service level obligations applicable to Cityworks will continue to be governed by Customer's agreement with Azteca Systems, LLC.<br><br>Customer's Service Provider. Customer has elected a third party, **Centricity,** to perform the implementation and migration described above. Trimble is not responsible for and disclaims all liability associated with the implementation and migration services performed by any third party. |

**Annual Software Subscription (Department of Public Works):**

| Software-as-a-Services Product Name | Identifier | Quantity | Description | Annual Amount |
|---|---|---|---|---|
| Trimble Unity Suite | Seat | 1 | 5 - Trimble Unity Construct **Professional**<br>5 - Trimble Unity Maintain **Professional**<br>5 - Trimble Unity Permit **Professional**<br><br>See Addendum 1 for Additional Details, Trimble Unity Suite - Seat | $7,000.00 |
| Trimble Unity Maintain | Professional Package | 103 - Authorized Users | See Addendum 1 for Additional Details, Packages | $94,348.00 |
| | | | **Discount** | ($19,667.23) |
| | | | **Additional Year 1 Discount** | ($21,362.59) |
| | | | **Total Annual Software Subscription – Year 1 (06/01/2026 - 05/31/2027)** | $60,318.18 |
| | | | **Total Annual Software Subscription – Year 2 (06/01/2027 - 05/31/2028)** | $89,148.85 |
| | | | **Total Annual Software Subscription – Year 3 (06/01/2028 - 05/31/2029)** | $97,363.73 |

**Annual Software Subscription (Department of Parks Recreation):**

| Software-as-a-Services Product Name | Identifier | Quantity | Description | Annual Amount |
|---|---|---|---|---|
| Trimble Unity Suite | Seat | 1 | 5 - Trimble Unity Construct **Professional**<br>5 - Trimble Unity Maintain **Professional**<br>5 - Trimble Unity Permit **Professional**<br><br>See Addendum 1 for Additional Details, Trimble Unity Suite - Seat | $7,000.00 |
| Trimble Unity Maintain | Professional Package | 75 - Authorized Users | See Addendum 1 for Additional Details, Packages | $73,837.50 |
| | | | **Discount** | ($15,391.73) |
| | | | **Additional Year 1 Discount** | ($16,718.53) |
| | | | **Total Annual Software Subscription – Year 1 (06/01/2026 - 05/31/2027)** | $48,727.24 |
| | | | **Total Annual Software Subscription – Year 2 (06/01/2027 - 05/31/2028)** | $71,290.35 |
| | | | **Total Annual Software Subscription – Year 3 (06/01/2028 - 05/31/2029)** | $77,719.38 |

**Annual Software Subscription (Department of Water):**

| Software-as-a-Services Product Name | Identifier | Quantity | Description | Annual Amount |
|---|---|---|---|---|
| Trimble Unity Suite | Seat | 1 | 5 - Trimble Unity Construct **Professional**<br>5 - Trimble Unity Maintain **Professional**<br>5 - Trimble Unity Permit **Professional**<br><br>See Addendum 1 for Additional Details, Trimble Unity Suite - Seat | $7,000.00 |
| Trimble Unity Maintain | Professional Package | 67 - Authorized Users | See Addendum 1 for Additional Details, Packages | $65,961.50 |
| | | | **Discount** | ($13,749.95) |
| | | | **Additional Year 1 Discount** | ($14,935.22) |
| | | | **Total Annual Software Subscription – Year 1 (06/01/2026 - 05/31/2027)** | $44,276.33 |
| | | | **Total Annual Software Subscription – Year 2 (06/01/2027 - 05/31/2028)** | $64,432.71 |
| | | | **Total Annual Software Subscription – Year 3 (06/01/2028 - 05/31/2029)** | $70,175.98 |

**Addendums:**

1. Annual Software Subscription Details
2. Trimble General Transaction Terms (the "General Terms")
3. Supplemental Terms for Software and Subscriptions (the "Software Terms")
4. Supplemental Terms for Support and Maintenance (the "Support Terms")
5. Supplemental Terms for Services (the "Services Terms")
6. Supplemental Terms for Hardware (the "Hardware Terms")
7. Supplemental Terms for U.S. Public Entities
8. Availability Service Level Agreement; Data Security and Restoration
9. Insurance Requirements

**TERMS AND CONDITIONS**

1. Terms and Conditions. All offerings are made available by Trimble subject to the terms and conditions set forth in this Order and the above referenced Addendums ("**Agreement**").

2. ***RENEWALS.*** ***This Agreement may only be renewed upon mutual written agreement of the Parties. Upon mutual consent of both Parties, including budget approval by the Customer, this Agreement For may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years.***

3. Payment Terms. All fees are due Net 30 from the date of the Trimble invoice.

- **Annual Software Subscription:** Trimble will invoice the total three instances together:
  - Year 1 in the amount of $153,321.75 upon execution of this Order Form;
  - Year 2 in the amount of $224,871.90 upon 05/01/2027; and
  - Year 3 in the amount of $245,259.09 upon 05/01/2028.

4. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) eight percent (8%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made.

5. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

*[Signature Page to Follow]*

**ACCEPTANCE**

Accepted and agreed:

| **CUSTOMER:** | **TRIMBLE:** |
| --- | --- |
| Signature: _____ | Signature: DocuSigned by: Carlos Abaunza 92969BE0AABA49F... |
| Print Name: _____ | Print Name: Carlos Abaunza |
| Title: City Manager | Title: Sr. Director, Legal |
| Date: _____ | Date: 8/4/2026 |

**APPROVED:**

_____

City Attorney

Date: _____

_____

Assistant City Manager/CFO

Date: _____

**Addendum #1**

**Annual Software Subscription Details**

**Trimble Unity Suite - Seat**
The Trimble Unity Suite provides access to the Trimble Unity Suite for five (5) Authorized Users for each Trimble Unity Construct, Maintain, and Permit at the Package Level described in the Order Form.

**Packages**
The following is a breakdown of modules and functionality found within each Package (certain SaaS add-ons which are not included in a package may be purchased separately with pricing reflected on the Order Form). Modules and Functionality may require professional services for implementation or configuration. Professional services can be purchased separately .

| Product: | Starter Package | Professional Package | Elite Package |
|---|---|---|---|
| **Trimble Unity Construct** | Authorized Users delineated on the Order Form get access to Trimble Unity Construct's:<br>● Core Modules[1]<br>● Process Module<br>● Forms Module<br>● Document Module<br>● Dashboard Module<br>● Reports Module<br>● EZ File Transfer | ● Trimble Unity Construct - Starter Included<br><br>Authorized Users delineated on the Order Form get access to Trimble Unity Construct's:<br>● Cost Module<br>● Schedule Module<br>● Resource Management<br>● Planning Module<br>● Bidding Module<br>● Submittals Module<br>● Account Level Cost Capability<br>● Project Level Multi-Currency Capability<br>● API Professional[2]<br>● Trimble Unity Field's Construct Functionality[9] | ● Trimble Unity Construct - Starter Included<br>● Trimble Unity Construct - Professional Included<br><br>Authorized Users delineated on the Order Form get access to Trimble Unity Construct's:<br>● Data Warehouse Capability<br>● Shared Trial Environment Capability (Qty 1)<br>● API Elite[3] |
| **Trimble Unity Maintain** | Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:<br>● Admin<br>● Respond<br>● Style | ● Trimble Unity Maintain - Starter Included<br><br>Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:<br>● Storeroom Capability<br>● Workload Capability<br>● Equipment Checkout Capability<br>● OpX Projects Capability<br>● eURL Capability<br>● Web Hooks Capability<br>● Web Services Access[4]<br>● Analytics for Trimble Unity Maintain Capability<br>● Trimble Unity Field's Maintain Functionality | ● Trimble Unity Maintain - Starter Included<br>● Trimble Unity Maintain - Professional Included<br><br>Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:<br>● OpX Contracts Capability<br>● OpX Budgets Capability<br>● Trimble Unity Maintain Advanced APIs[5]<br>● Operational Insights Capability<br>● Sandbox Capability (Qty 1)[8] |
| **Trimble Unity Permit** | Authorized Users delineated on the Order Form get access to Trimble Unity Permit's:<br>● Admin | ● Trimble Unity Permit - Starter Included<br><br>Authorized Users delineated on the Order Form get access to Trimble Unity | ● Trimble Unity Permit - Starter Included<br>● Trimble Unity Permit - Professional Included |

| | | | |
|---|---|---|---|
| | • Respond<br>• Style<br>• Task Manager Capability | Permit's:<br><br>• Public Access Capability<br>• Workload Capability<br>• OpX Projects Capability<br>• eURL Capability<br>• Web Hooks Capability<br>• Web Services Acecss[6]<br>• Analytics for Trimble Unity Permit Capability<br>• Trimble Unity Field's Maintain Functionality | Authorized Users delineated on the Order Form get access to Trimble Unity Permit's:<br><br>• Advanced APIs[7]<br>• Sandbox Capability (Qty 1)[8] |

[1]Trimble Unity Construct Core Modules include Home, Projects, Contacts & Setup

[2]Trimble Unity Construct API Professional - Access to Trimble Unity Construct's Public API's. Access is limited to 15,000 calls per day.

[3]Trimble Unity Construct API Elite - Access to Trimble Unity Construct's Public API's. Access is limited to an additional 15,000 calls per day on top of the 15,000 allotted in Trimble Unity Construct API Professional.

[4]Use of Trimble Unity Maintain Application Programming Interface (APIs) with commercially available Trimble Unity Maintain-centric applications that are licensed and maintained by authorized Trimble Unity Maintain partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Maintain-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Maintain Advanced API's in the Elite License Package are required for 3rd party integrations.

[5]Use of Trimble Unity Maintain Application Programming Interface (APIs) with third party system integrations.

[6]Use of Trimble Unity Permit Application Programming Interface (APIs) with commercially available Trimble Unity Permit-centric applications that are licensed and maintained by authorized Trimble Unity Permit partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Permit-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Permit Advanced API's in the Elite License Package are required for 3rd party integrations.

[7]Use of Trimble Unity Permit Application Programming Interface (APIs) with third party system integrations.

[8]Sandbox provided for Trimble Unity Maintain or Trimble Unity Permit shall be limited to two (2) ad hoc refreshes per quarter during initial configuration. After initial configuration is completed, the Sandbox will be refreshed once per quarter at a defined date provided by Trimble. At each refresh, the Sandbox will be replaced with a copy of Customer's Production Environment as of the last available backup. All existing configuration changes in the Sandbox will be permanently deleted during the refresh process and will be replaced by the production backup.

**Trimble reserves the right to audit the Customers account to ensure the Customer has: (1) access to the correct modules and functionality in accordance with the package Customer has purchased and (2) the appropriate number of Authorized Users purchased. Trimble reserves the right to: (1) charge for any over access experienced by the Customer by moving the Customer to the appropriate package or (2) shut off any over access experienced by the Customer.**

**Addendum #2**

**Trimble General Transaction Terms**
*Version 1.2 (Last updated: May 1, 2024)*

Trimble's provision of Offerings is governed exclusively by these Trimble General Transaction Terms (the "**General Terms**"). The Order, the SOW, these General Terms, any applicable Supplemental Terms, and all other terms referenced or incorporated therein, collectively constitute the "**Agreement**". Any conflict or inconsistency in the Agreement will be resolved in the following order of precedence: (1) the Order, (2) any applicable Supplemental Terms, (3) these General Terms, (4) the SOW, and (5) the Documentation.

1. **Definitions.** Capitalized terms have the meaning associated with them in this Section 1 (Definitions) or with the definition provided elsewhere in the Agreement.
   - **1.1.** "**Affiliate**" means an entity that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with a party, where "ownership" means the direct or indirect ownership of more than fifty percent (50%) of an entity's outstanding voting rights or other equivalent voting interests.
   - **1.2.** "**Customer**"is the entity or person identified in the Order or SOW.
   - **1.3.** "**Dispute(s)**" means any dispute, claim, or controversy arising from or related to the Agreement.
   - **1.4.** "**Documentation**" means Trimble's then-current usage guidelines, standard technical documentation, acceptable use policies, support policies, service level commitments, or other policies referenced in the Agreement.
   - **1.5.** "**Hardware**" means hardware products specified in the Order.
   - **1.6.** "**High Risk Activities**" means any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Offerings could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Offerings for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.
   - **1.7.** **"Intellectual Property Rights"** means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority, and the right to sue for, settle and release past, present and future infringement of any of the foregoing.
   - **1.8.** "**Law(s)**" means all applicable local, state/provincial, federal and international laws, rules, regulations, directives, ordinances and conventions, including, but not limited to, those related to data privacy and data transfer, international communications and export of technical or personal data.
   - **1.9.** **"Licensed Software**" means the object code form of Trimble's proprietary installed software product for deployment on premises or on a device, as well as any Documentation, maintenance releases, and features and functionality enhancements, and application programming interfaces (APIs), in each case as as may be made available pursuant to the Order. For clarity, Licensed Software excludes firmware.
   - **1.10.** "**Offerings**" means Trimble's Hardware, Software, Services, Support, and other Trimble goods or services specified on an Order or SOW.
   - **1.11.** "**Order**" means the quotation, proposal, sales agreement or similar documents provided by Trimble and accepted by Customer.
   - **1.12.** "**Services**" means any services described in the Order or a Statement of Work, including, without limitation, training, enablement, implementation, configuration, hosting, or content provision.
   - **1.13.** "**Software**" means the Licensed Software and/or Software-as-a-Service specified on an Order.
   - **1.14.** "**Software-as-a-Service**" or "**SaaS**" means a Trimble proprietary cloud service, as well as any Documentation, features and functionality enhancements, and application programming interfaces, in each case as may be made available pursuant to the Order.
   - **1.15.** "**Statement of Work**" or "**SOW**" means a statement of work or similar agreement governing the provision of Services.
   - **1.16.** **"Supplemental Terms"** are any additional Trimble terms and conditions referenced in the Order as "Supplemental Terms.
   - **1.17.** "**Support**" means support and/or maintenance for Software, and as may be further described in the applicable Supplemental Terms, Documentation, or otherwise as specified by Trimble in writing.
   - **1.18.** "**Trimble**" means Trimble Inc. or its Affiliate identified on the Order or SOW, or if none is specified, as set forth in Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction) based on the applicable Customer location.
   - **1.19.** **"Trimble IP"** means the Offerings, Documentation, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by Trimble or its subcontractors to produce and provide the Offerings together with all Intellectual Property Rights therein, together with all modifications, improvements, changes thereto or derivative works thereof, including without limitation:
     (a) proprietary electronic architecture and other non-literal elements of the Offerings developed by Trimble,
     (b) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto,
     (c) APIs, customized applications and computer programs,

(d) processes, methods, algorithms, ideas, and other "know how,"
(e) data and information provided or sourced by Trimble,
(f) Offerings which Customer has the right to use via a subscription, and
(g) network equipment and architecture.

2. **Orders; Validity.** An Order is valid for acceptance by Customer within the period indicated in the Order and if no such period is provided, for thirty (30) calendar days from the issue date. The Agreement is formed by Customer's execution of the Order. Changes to an Order or belated acceptance by Customer are not valid unless Trimble accepts them in writing, and Trimble's partial or complete delivery against an Order modified by Customer, or acceptance of payment, shall not be deemed to be an acceptance of the modification. Orders that Customer has accepted cannot be canceled for any reason without Trimble's prior written consent. Notwithstanding anything to the contrary, while Customer may issue a purchase order or similar document for administrative purposes, no provisions of Customer's purchase orders, invoices, associated purchase documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of this Agreement or Customer's payment obligations thereunder, and any such provisions will be of no force or effect.

3. **Payment Terms; Invoicing**

**3.1.** Fees are as set forth in the Order or SOW. Fees do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are Customer's responsibility to pay. Unless Customer provides Trimble with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, Customer will pay Trimble all such taxes, charges, and fees invoiced by Trimble in connection with the Offerings. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.

**3.2.** Trimble will issue invoices in accordance with the billing frequency stated in the Order or SOW. Customer consents to the receipt of invoices electronically at the email address(es) it provided to Trimble for billing purposes, and accepts such invoices as if received by mail. Customer is responsible for maintaining current email address(es) with Trimble. Trimble's transmission of an invoice to the provided billing email address(es) (regardless of whether actually received by Customer) shall be considered delivery of that invoice by Trimble. Trimble's failure to issue an invoice in accordance with this Section 3 (Payment Terms; Invoicing) shall not be deemed to be a waiver by Trimble of its right to receive payment pursuant to the Agreement, but Customer shall not be obligated to make such payment until an invoice for such payment is issued by Trimble to Customer.

**3.3.** Unless otherwise set forth in the Order or SOW, payments are due net 30 days from the date of invoice. Customer will make payment in the currency indicated on the Order or SOW. Trimble is entitled to offset payments against prior debt balances in Customer's account. Subject to any Laws to the contrary or as otherwise expressly stated in the Agreement, payments are not refundable. No credit, carryover, or refund will be given for any unused Offerings (e.g., services hours, data usage) allocated or available for use during an indicated period of time.

**3.4.** Delinquent payments not subject to a bona fide dispute will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable Law. If Customer does not object in writing to an invoiced amount by the invoice due date, Customer will be deemed to have acknowledged the correctness of that invoice and to have waived its right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give Customer the right to withhold or delay payment of the disputed portion only. Customer will be liable for all costs of collection of past due amounts (including attorneys' fees).

**3.5.** Trimble may suspend Customer's access to or Trimble's provision of Offerings, as applicable, on five (5) business days prior notice if Customer fails to timely pay any invoice not subject to a bona fide payment dispute or fails to use diligent good faith efforts to resolve a bona fide payment dispute (unless cured during the notice period).

**3.6.** For any breach of Customer's payment obligations under any Order(s), Trimble may, without limiting Trimble's other rights and remedies, declare Customer's unbilled future fees under any and all Orders immediately due and payable.

**3.7.** Trimble has the continuing right to review Customer's credit and, if reasonably determined necessary by Trimble, change Customer's payment terms, and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to Trimble), or a guarantee of prompt payment prior to shipment or service activation.

**3.8.** Offerings purchased or licensed under Trimble's United States General Services Administration (**"GSA"**) Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

4. **Term and Termination**

**4.1.** **Term.** This Agreement begins on the date of the last signature on the attached Order ("Order Date") and expires three (3) years from the Order Date unless terminated earlier in accordance with the termination provisions in Section 4.2 or Addendum 7. The Agreement may be renewed for additional periods in accordance with the renewal provisions of the Order Form.

**4.2.** **Termination**. Either party may terminate the Agreement if the other party (a) fails to cure a material breach of the Agreement (including a failure to pay fees), or fails to provide a written plan of cure reasonably acceptable to the non-breaching party, within thirty (30) days after the non-breaching party's receipt of written notice specifying such breach or failure, (b) becomes designated by an applicable governmental entity as a business with which a party is prohibited from doing business with (e.g., via governmental sanctions program), or (c) seeks protection under insolvency or comparable proceeding, or if such proceedings are instituted against that party and not dismissed within sixty (60) days.

**4.3.** **Survival**. These Sections survive expiration or termination of the Agreement: 1 (Definitions), 3 (Payment Terms; Invoicing), 4.3 (Survival), 6 (Warranty Disclaimers), 7 (Limitations of Liability), 8 (Indemnification), 9 (Confidentiality), 11 (Personal Information; Data Protection), 12 (Miscellaneous), any other provisions identified in any applicable Supplemental Terms referencing this provision, and any other term or provision in the Agreement that applies to events occurring following termination or expiration. Except where an exclusive remedy is provided, exercising a remedy under the Agreement,

including termination, does not limit other remedies a party may have.

5. **Customer Obligations**

**5.1.** **High Risk Activities.** Customer will not use the Offerings for High Risk Activities. Customer acknowledges that the Offerings are not intended to meet any legal obligations for High Risk Activities. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with High Risk Activities.

**5.2.** **Compliance with Laws.** Customer shall comply with all Laws in connection with its use or receipt of the Offerings.

**5.3.** **Dependencies and Compatibilities.**

(a) Offerings may (i) require certain dependencies, including, without limitation, internet connection, electronic communications, hardware, data connections, operating systems, third-party products and services, other Trimble products and services, satellite signals, etc. (collectively, "**Dependencies**"), and (ii) allow compatibility and/or interoperability with other products or services made available by Trimble, Customer, or a third party (collectively, "**Compatibilities**").

(b) Dependencies and Compatibilities may require payment of a separate fee and are governed by their respective terms of service, end user license agreement, or other agreement, and not by the Agreement. Unless otherwise expressly agreed upon by the parties in writing, Customer is responsible for all Dependencies and Compatibilities. Trimble may modify the Offerings from time to time, and Trimble does not guarantee that the Offerings will continue to operate or be compatible with any Dependencies or Compatibilities. Trimble makes no warranty or guarantee, and will have no liability or obligations under the Agreement, with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control.

(c) Customer represents and warrants that it shall, and shall use best efforts to require any provider of any Dependencies and Compatibilities to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Offerings; and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time.

6. **WARRANTY DISCLAIMERS.**THE LIMITED WARRANTY TERMS, IF ANY, EXPRESSLY SET FORTH IN ANY APPLICABLE SUPPLEMENTAL TERMS ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON TRIMBLE'S PART ARISING OUT OF, OR IN CONNECTION WITH, THE OFFERINGS, AT ANY TIME EITHER DURING OR AFTER EXPIRATION OF THE APPLICABLE WARRANTY, AND STATE TRIMBLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES RELATING TO THEM. EXCEPT FOR ANY LIMITED WARRANTY TERMS EXPRESSLY PROVIDED IN ANY APPLICABLE SUPPLEMENTAL TERMS, THE OFFERINGS ARE PROVIDED "AS-IS'' AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. SUPPLEMENTAL TERMS MAY HAVE ADDITIONAL DISCLAIMERS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION(S) MAY NOT APPLY OR FULLY APPLY TO CUSTOMER.

7. **Limitations of Liability.**

**7.1.** **Waiver; Liability Cap**.

(a) **EXCEPT FOR EXCLUDED CLAIMS, (i) NEITHER PARTY (OR ITS SUPPLIERS) SHALL BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND (ii) EACH PARTY'S (AND EACH OF ITS SUPPLIER'S) ENTIRE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TRIMBLE DURING THE PRIOR 12 MONTHS UNDER THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY. NOTWITHSTANDING THE FOREGOING, FOR CLAIMS ARISING FROM TRIMBLE'S BREACH OF ITS DATA SECURITY OBLIGATIONS UNDER SECTION 2 OF ADDENDUM 8 THAT RESULTS IN THE UNAUTHORIZED ACCESS, LOSS, ALTERATION OR DESTRUCTION OF CUSTOMER DATA, TRIMBLE'S MAXIMUM AGGREGATE LIABILITY SHALL BE CAPPED AT FIVE TIMES (5X) THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE PRIOR 12 MONTHS UNDER THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABLITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO CLAIMS ARISING FROM TRIMBLE'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT UNDER THIS AGREEMENT.**

(b) **"EXCLUDED CLAIMS" MEANS (i) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT, (ii) DAMAGES PAYABLE TO A THIRD PARTY (I.E., NOT AN INDEMNIFIED PARTY) EITHER AWARDED BY A COURT OF COMPETENT JURISDICTION OR INCLUDED IN A SETTLEMENT AGREED TO BY THE INDEMNIFYING PARTY, WHICH DAMAGES ARE SUBJECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 8 (INDEMNIFICATION), AND (iii) ANY ADDITIONAL "EXCLUDED CLAIMS" EXPRESSLY IDENTIFIED IN ANY APPLICABLE SUPPLEMENTAL TERMS.**

(c) **THE ABOVE LIMITATIONS OF LIABILITY WILL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN BREACH OF ANY ONE OR MORE WARRANTIES, NON-CONFORMITY, IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE.**

(d) **SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS, CERTAIN INTENTIONAL OR NEGLIGENT ACTS, VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH AN EVENT, THE FOREGOING LIMITATION(S) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW**.

**7.2.** **Nature of Claims and Failure of Essential Purpose**. The waivers and limitations in this Section 7 (Limitations of Liability) are agreed-upon allocations of risk constituting in part the consideration for Trimble's performance under the Agreement, and will survive and apply even if any limited remedy in the Agreement fails of its essential purpose.

8. **Indemnification.** Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) use or modification

of any Offerings in breach of the Agreement, or in any manner not authorized by the Agreement or (b) Customer's violation of Laws or the rights of a third party. Trimble will give Customer prompt written notice of any claim hereunder and will cooperate in relation to the claim at Customer's expense. Customer will have the exclusive right to control and settle any claim, except that Customer may not settle a claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any claim at its expense.

9. **Confidentiality.**

**9.1.** **Definition**. "**Confidential Information**" means information disclosed to the receiving party under the Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble's Confidential Information includes, without limitation, the terms and conditions of the Agreement, and any technical or performance information about the Offerings, including the Documentation.

**9.2.** **Obligations**. As a receiving party, each party (a) will protect the confidentiality of the disclosing party's Confidential Information using the same degree of care it uses for its own information of like importance (but not less than reasonable care), (b) will not share the disclosing party's Confidential Information with third parties except as permitted in the Agreement or with the disclosing party's prior written or electronic consent, and (c) will only use Confidential Information to fulfill its obligations and exercise its rights in the Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives (collectively, "**Representatives**") having a legitimate need to know (including, for Trimble, its subcontractors), provided (i) the Representatives are subject to confidentiality obligations no less protective than those in this Section 9 (Confidentiality), and (ii) the receiving party is responsible for any breach of this Section 9 (Confidentiality) by the acts or omissions of its Representatives.

**9.3.** **Exclusions**. These confidentiality obligations do not apply to information that the receiving party can document

(a) is or becomes public knowledge through no fault of the receiving party or its Representatives,

(b) it rightfully knew or possessed on a non-confidential basis prior to receipt under the Agreement,

(c) it rightfully received from a third party without obligation of confidentiality, or

(d) it independently developed without using the disclosing party's Confidential Information.

(e) Supplemental Terms may have additional exclusions.

**9.4.** **Remedies**. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which remedies at law (e.g., monetary damages) alone are an insufficient remedy. In the event of such actual or threatened breach by a party, the other party may seek injunctive relief, in addition to other available rights and remedies, for breach or threatened breach of this Section 9 (Confidentiality), without proof of actual damages or the requirement of posting a bond or other security.

**9.5.** **Required Disclosures**. Nothing in the Agreement prohibits either party from making disclosures if required by Law or government or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort by the other party to obtain confidential treatment.

10. **Intellectual Property Rights.**

**10.1.** **Trimble IP**. As between the parties, except for any limited usage rights set forth in any Supplemental Terms, Trimble and its suppliers have and will retain all Intellectual Property Rights in and to Trimble IP and all copies, modifications, and derivative works thereof. No Intellectual Property Rights are granted by Trimble to Customer except as expressly provided under the Agreement.

**10.2.** **Feedback**. Customer may from time to time provide suggestions, comments, or other feedback (collective, "**Feedback**") to Trimble with respect to the Offerings. Both parties agree that all Feedback is and will be given entirely voluntarily, and shall not be considered Confidential Information of Customer. Customer shall not provide any Feedback that is subject to license terms that seek to require any of Customer's products, technology, service, or documentation incorporating or derived from such Feedback, or any of Customer's intellectual property to be licensed or otherwise shared with any third party. Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

11. **Personal Information; Data Protection**.

**11.1.** This Section 11 (Personal Information; Data Protection) applies if Customer is a legal person (i.e., a business or legal entity). All Laws relating to the protection of privacy and data protection are referred to as "**Data Protection Legislation**". "**Personal Information**" is defined as in the Applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (a) provided by Customer or on its behalf, or (b) automatically collected through the Offering on Customer's behalf. "**Applicable**", in this context, means the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and such Laws that the parties mutually agree apply.

**11.2.** Each party will comply with all Applicable requirements of the Data Protection Legislation. This Section 11 (Personal Information; Data Protection) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.

**11.3.** The parties acknowledge that: (a) when performing its obligations under the Agreement, Trimble processes Personal Information on Customer's behalf, except for user registration and software licensing and usage data, for which Trimble acts as responsible party, and (b) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Customer's principal place of business is located in order to provide the Software and Trimble's other obligations under the Agreement.

**11.4.** Customer will ensure that it has all necessary appropriate consents and notices in place to enable (a) lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (b) Trimble to lawfully use, process and transfer the Personal Information in accordance with the Agreement, including on Customer's behalf.

**11.5.** If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the written request of Customer, the parties will execute an applicable data processing addendum, available at https://www.trimble.com/privacy/DPA-TI-EuroSubs (or any successor url). Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the USA, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual Clauses available at the same url or upon written request to Trimble.

**11.6.** If the processing of Personal Information by Trimble is subject to US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at https://dl.trimble.com/www/us_dpa_customer.pdf or any successor url) is herein incorporated by reference.

12. **Miscellaneous**.

**12.1. Assignment.** Trimble may assign the Agreement upon notice to Customer and Customer's written consent. Customer may not assign or transfer the Agreement (by operation of law or otherwise) without the prior written consent of Trimble. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

**12.2. Amendments.** Trimble may amend the Agreement from time to time with written notice to Customer. Such amendments shall take effect upon the next renewal, if any, of the Agreement, unless Trimble indicates an earlier effective date. If Trimble requires amendments with an earlier effective date and Customer objects in writing, then Trimble may permit such amendments to take effect upon the next renewal; provided, however, if Trimble declines to permit such later effective date, Customer's exclusive remedy is to terminate the Agreement with notice to Trimble, in which case Trimble will provide Customer a refund of any applicable pre-paid fees for the terminated portion of the current Term. To exercise this termination right, Customer must notify Trimble of its objections within thirty (30) days after Trimble's notice of the amended Agreement. Once the amended Agreement takes effect, Customer's continued use of the Offerings constitutes its acceptance of the modifications. Notwithstanding the foregoing, Trimble may modify Documentation upon written notice to Customer to reflect new features or changing practices, provided that the modifications will not materially decrease Trimble's overall obligations with respect to such Offering(s).

**12.3. Waiver and Severability.** No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the invalidity, illegality, or unenforceability in whole or in part of any provision does not affect the validity of other provisions.

**12.4. Force Majeure.** Neither party will be liable for any default, delay, or non-performance of its obligations under the Agreement (except for payment obligations) due to causes beyond its reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet or utility failures, governmental orders or actions, national or regional emergency, pandemics, or natural disasters, provided that such party promptly notifies the other in writing of such occurrence and uses commercially reasonable efforts to resume performance of its affected obligations as soon as feasible. Delays or failures that are excused as provided in this Section 12.4 (Force Majeure) will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure.

**12.5. Notices.** Any notice or other communication given by either party to the other regarding the Agreement will be deemed given and served when personally delivered or delivered by reputable international courier requiring signature for receipt addressed to the party at its notice address. Notice will be deemed effective upon delivery or refused delivery attempt. Either party may change its notice address by written notice to the other. Customer's notice address will be the address appearing on the Order or SOW. Trimble's notice address will be the applicable address on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), or if the Trimble entity is not listed there, then on the Order. In addition, any valid notice to Trimble shall include a required copy to: Trimble Inc., Attn: General Counsel - Important Legal Notice, 510 De Guigne Drive, Sunnyvale, CA 94085, USA. Trimble may send operational notices to Customer by email or through the Offering, including, without limitation, modifications of the Agreement or Documentation, suspension, collection, and termination notices related to overdue fees.

**12.6. Export Control.** Customer acknowledges that the Offerings are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Offerings or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, Laws of any United States or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Offerings are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section 12.6 (Export Control) will survive the termination of the Agreement for any reason whatsoever.

**12.7. Anti-Corruption Compliance.** Each party, and any third party acting on its behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including, without limitation, the U.S. Foreign

Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti- Corruption Laws**"). Each party, and any third party acting on its behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for either party. Each party, and any third party acting on its behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any acts of a party or any third party acting on its behalf.

**12.8.** **GSA.** Offerings purchased or licensed under Trimble's United States General Services Administration (**"GSA"**) Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

**12.9.** **Governing Law and Venue.** The sole and exclusive governing Law, jurisdiction, and venue for the Agreement and all Disputes shall be: (1) as set forth in the Order, if any, or (2) otherwise, as set forth on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), in each case to the exclusion of all others; provided that Trimble may elect to bring action in courts with jurisdiction for Customer's location. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of laws provisions giving rise to a different result do not apply. No Dispute may be brought by either party more than one (1) Year after such Dispute accrued, except that an action for nonpayment may be brought within two (2) Years after the due date. Each party hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any such proceeding in such jurisdiction.

**12.10.** **WAIVER OF JURY TRIAL – UNITED STATES CLAIMS. FOR ANY CLAIM BROUGHT IN A STATE, FEDERAL, OR OTHER COURT IN ANY JURISDICTION WITHIN THE UNITED STATES, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; *PROVIDED, HOWEVER*, THAT THIS PROVISION SHALL NOT BE ENFORCED OR ENFORCEABLE TO THE EXTENT A WAIVER OF THE RIGHT TO A TRIAL BY JURY IS PROHIBITED BY, OR CONTRARY TO, THE PUBLIC POLICY OF THE STATE IN WHICH SUCH LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM IS FILED.**

**12.11.** **Region-Specific Terms.** Additional terms and conditions for specified regions are as set forth in Exhibit B (Region-Specific Terms).

**12.12.** **Publicity.** Customer agrees that (a) Trimble may issue a press release in the form approved by the parties regarding the parties' entry into the Agreement, and (b) Trimble may identify Customer (including through use of its name and logo) as Trimble's customer, including on Trimble's website, and may include Customer in its customer list and marketing materials, but will cease this use upon Customer's written request.

**12.13.** **Headings; Language.** The headings in the Agreement have been inserted for convenience only and shall have no substantive effect. The language of all parts of the Agreement shall in all cases be considered as a whole, according to its fair meaning, and not strictly for or against any of the parties. The parties hereby acknowledge and agree that the language of the Agreement shall be considered jointly drafted.

**12.14.** **Subcontractors.** Trimble may use subcontractors in the performance of its obligations under the Agreement, and will be responsible for the acts and omissions of its subcontractors in their performance of Trimble's obligations in the Agreement.

**12.15.** **No Third-Party Beneficiaries.** Except as may be expressly stated in any Supplemental Terms, there are no third-party beneficiaries under the Agreement.

**12.16.** **Independent Contractors**. Each party is an independent contractor of, and is not an employee, agent, fiduciary, or authorized representative of, the other party.

**12.17.** **Entire Agreement**. The Agreement sets forth the entire understanding between the parties in connection with its subject matter, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Any additional, contrary, and/or pre-printed terms or conditions appearing on Customer's acceptance, orders, or associated purchase documentation are hereby rejected and will be of no effect.

**12.18.** **Counterparts**. The Agreement, or portions thereof, may be executed in several counterparts and, if applicable, by each party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.

**Exhibit A**

**Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction**

| **Customer Location*** | **Trimble Entity and Notice Address**** | **Governing Law** | **Exclusive Venue/Jurisdiction** |
|---|---|---|---|
| United States | Trimble Inc.<br>10368 Westmoor Drive<br>Westminster, CO 80021 USA | State of Delaware | State and Federal Courts located in Wilmington, Delaware, USA |
| Australia | Trimble Australia Pty. Ltd. Deutsche Bank Place<br>Level 5 126-130 Philip St.<br>Sydney, NSW 2000, Australia | New South Wales | Courts in Sydney, NSW, Australia |
| Belgium | Trimble Belgium BV,<br>Geldenaaksebaan 329 3001<br>Leuven, Belgium | Belgium | Courts in Brussels, Belgium |
| Canada | Trimble Canada Corporation 600-1741 Lower Water Street<br>Halifax, Nova Scotia B3J 0J2, Canada | Province of Ontario, and the federal laws of Canada applicable therein | Provincial and federal courts located in Toronto, Ontario |
| Finland | Trimble Finland Oy,<br>Hatsinanpuisto 8,<br>02600 Espoo, Finland | Finland | Courts in Helsinki, Finland |
| France | Trimble France S.A.S. 1 quai Gabriel Péri<br>94340 Joinville-le-Pont, France | France | Courts in Paris, France |
| Germany | Trimble Germany GmbH, Am Prime Parc 11, 65479<br>Raunheim Germany | Germany | Courts in Frankfurt/Main, Germany |
| United Kingdom | Trimble UK Limited 1 Bath Street, Ipswich,<br>Suffolk IP2 8SD | England and Wales | Courts of England and Wales |
| Any other country or geography not specified above | Trimble Europe B.V.<br>Industrieweg 187a, 5683 CC Best,<br>The Netherlands | The Netherlands | Courts of Amsterdam, the Netherlands |

** Customer location is Customer's billing address specified on the Order, or if none, then the address provided by Customer to Trimble when registering its online account.*

*** Addresses for Trimble entities not listed shall be as set forth on the Order or SOW. See additional required notice address for Trimble in Section 12.5 (Notices).*

**Exhibit B**

**Region-Specific Terms**

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- Australia
- France
- The Netherlands
- Germany


***Australia***

For Customer who purchase Offerings in Australia, the following provisions apply:

(a) For the purposes of this section, "**Australian Consumer Law**" means the Australian Consumer Law set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time, and "**Non-excludable Condition**" means the consumer guarantees, warranties, rights, or remedies under the Australian Consumer Law that cannot be limited, excluded, restricted, or modified, and to which Customer may be entitled.

(b) To the extent permitted by Law, Trimble's liability in relation to breach of any such Non-excludable Condition shall be limited, at its option, as follows: (i) in the case of the goods, to repairing or replacing the goods, supplying equivalent goods, or paying the costs of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of the services, to re-supplying the services or paying the cost of re-supplying the services.

(c) Nothing in the Agreement excludes, restricts or modifies any Non-excludable Condition.

(d) Nothing in the Agreement is intended to derogate from Trimble's obligations under the *Privacy Act 1988* (Cth) as amended from time to time.

(e) Where Order(s) are a "Small Business Contract" within the meaning of the Australian Consumer Law:

- Trimble shall not accelerate Customer's unbilled future fees under any Order(s);
- Customer's indemnification obligations under the Agreement are reduced to the extent Trimble's acts or omissions contributed to or caused the claims, costs, damages, losses, liabilities, and expenses suffered by Customer;
- Trimble's liability in relation to breach of any Non-excludable Condition will be an Excluded Claim; and
- No dispute or legal action arising under the Agreement may be brought by either party more than three years after such cause of action accrued.

***France***

Section 3.4 is hereby amended and restated to read as follows:

Section 3.4 Late payments will bear interest at the rate of 1.5% per month or the minimum rate allowed by Law (currently three (3) times the legal interest rate), whichever is higher, measured from the date on which the sums concerned became due until the date on which full payment is received. Collection fees of a minimum amount of 40 € will be added in accordance with Article L. 441-10.II of the Commercial Code. Customer will be liable for all other costs of collection of past due amounts (including court costs and attorney's fees incurred by Trimble). If the Customer does not dispute an invoice amount in writing by the due date of the invoice, the Customer shall be deemed to have acknowledged the accuracy of such invoice and waived its right to dispute it. A dispute over part of an invoice or amount due shall entitle the Customer to withhold or delay payment of the disputed part only.

The following is hereby added as Section 7.1 (e ):

(e) EACH PARTY HEREBY HAS AN OBLIGATION TO LIMIT THE DAMAGES IT MAY SUFFER IN THE EVENT OF A BREACH OF ITS OBLIGATIONS BY THE OTHER PARTY.

***The Netherlands***

The provisions of Section 4.2 (Termination) are the sole grounds for the termination of the Agreement, and to the extent permitted by Law, the right of Customer to rescind the Agreement and claim damages on the basis of statutory Law (including but not limited to sec. 6:265 Dutch Civil Code) is excluded.

**THE LIMITATION OF LIABILITY IN SECTION 7 FOR A PERIOD OF 12 MONTHS EXPRESSLY INCLUDES ANY OBLIGATION TO PAY COMPENSATION UNDER A WARRANTY MENTIONED IN THESE TERMS OR RELATED CONTRACTS OR DOCUMENTS AND THE RESTITUTION OBLIGATIONS (*ONDEDAANMAKINGSVERPLICHTINGEN*) AND INDEMNIFY FOR DAMAGES. LIABILITY FOR DEATH**

**OR PERSONAL INJURY SHALL NOT EXCEED EUR 1.250.000.**

The applicability of section 6:227b subsection 1 and section 6:227c subsection 1 of the Dutch Civil Code are excluded in any Agreement between Trimble and any person who is not a consumer.

***Germany***

If German law applies to this Agreement, the following terms are incorporated into the General Terms:

1. **With regards to section 3.4**, it is recorded that, according to applicable law and provided that no consumer is the counterparty of the Agreement, the enforceable maximum interest rate is nine (9) percent above the base interest rate. The maximum interest rate applies if the statutory requirements for default (*Verzug)* are fulfilled.
2. **With regards to section Ziffer 4.2** it is clarified that the statutorily available rights to terminate extraordinarily or without notice period remain unaffected.
3. **The following applies regarding section 6:** Section 6 will not apply. With regards to warranty (Gewährleistung) the relevant provisions of Trimble's Supplemental Terms apply. In addition, unless this is explicitly agreed in writing, it is not intended that Trimble provides a guarantee that exceeds complements the statutory provisions (*gesetzliche Gewährleistung)*.
4. **With regard to paragraph 7 :**instead of Section 7 (limitation of liability) only the following provisions apply:
    - Trimble is liable for damages of the Customer that were caused intentionally or through gross negligence, that is the result of failure to deliver on an explicit, written guarantee, that is based on a culpable breach of essential contractual obligations (so-called cardinal obligations), that is the result of a culpable injury to health, body or life or for which liability is provided for under the Product Liability Act or another mandatory legal regulation, in accordance with the statutory provisions.
    - Cardinal obligations are those contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer can regularly rely, and whose violation, on the other hand, endangers the achievement of the purpose of the contract.
    - In the event of a breach of a cardinal obligation, liability - to the extent that the damage is based solely on slight or normal negligence and does not affect life, limb or health - is limited to damage that typically arises in the context of the delivery of such software as purchased by the customer and must be expected foreseeably.
    - Any further liability – regardless of the legal basis – of both Trimble and Trimble's vicarious agents and vicarious agents is excluded.
    - If damage to the customer results from the loss of data, Trimble is only liable if the damage could not have been avoided if the customer had normally backed up the data in question.
5. **Regarding Section 11** Deviating from Section 11.4, it is agreed that the parties also conclude the DPA linked under https://www.trimble.com/privacy or a successor URL when concluding this Agreement. Upon request, the Customer can request that a signed copy be sent. The transfer of personal data from Trimble facilities in Europe, acting as data exporter, to Trimble facilities in the United States, acting as data importer, is governed by Standard Contractual Clauses, which are available at the same URL or upon written request to Trimble.
6. **With regard to clause 12.1** In addition to Section 12. 1, it is stipulated that in the event of a change, the customer is granted an immediate and unconditional right of termination.
7. **With regard to clause 12.9.**
    - The following section applies instead of section 12.9.
        - Governing Law and Venue; Waiver of Jury Trial. The Agreement and any dispute, claim or controversy arising therefrom shall be governed exclusively by the laws of the jurisdiction applicable to Customer's location as set forth in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Governing Law", without Consideration or application of conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All claims, matters and disputes arising from the agreement are subject to the customer if the customer is a merchant, a legal entity under public law or a special fund under public law or he does not have a general place of jurisdiction in the Federal Republic of Germany the sole and exclusive jurisdiction and venue set out in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Exclusive Jurisdiction/Venue".
        - **Regarding paragraph 12.15.**Clause 12.15 does not apply.

**Addendum #3**

**Supplemental Terms for Software and Subscriptions**
*Version 1.2 (Last Updated: May 1, 2024)*

**1. Definitions.** Capitalized terms not defined herein have the meanings given in the General Terms.
1.1. "**Active Project**" means any Project on which the Software may be used by Customer during any Annual Subscription Term.
1.2. "**Annual Subscription Term**" means each 12-month period of a Subscription Term.
1.3. "**Anonymized Data**" means any data collected in connection with the Offerings (including Customer Data) that has been aggregated and/or de- identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.
1.4. "**Authorized User**" means any employee of Customer and, unless prohibited by Trimble in the Order, Documentation, or any Supplemental Terms, individuals who are contractors or consultants of Customer or employees, contractors, or consultants of Customer's Affiliates authorized by Customer to access and use the Offerings on Customer's behalf in accordance with the Agreement, including, without limitation, Section 6.6 (Third- Party Access) and Section 9 (Confidentiality).
1.5. "**Correction Services**" means subscription-based services that provide GNSS position correction data.
1.6. "**Concurrent User**" means any type of User authorized by Customer to access and use the Offerings on Customer's behalf simultaneously at a given point in time.
1.7. "**Customer Data**" means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Offerings or that is created or generated by Customer through Customer's use of the Offerings, including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform. For clarity, Customer Data expressly excludes Usage Data.
1.8. "**Customer Group**" means Customer's business units, Affiliates, or Joint Ventures, if any, listed in the Order that may authorize Authorized Users to use the Offerings on behalf of those business units, Affiliates, or Joint Ventures.
1.9. "**Gross Annual Revenue**" or "**GAR**" means Customer's (and Customer Group's, if applicable) income and revenue from all sources, before expenses or taxes, calculated on an annual basis according to generally accepted accounting principles and as reported in company financial statements. The various equivalent definitions may be used interchangeably.
1.10. "**Joint Venture**" means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.
1.11. "**License Keys**" means electronic passwords, authorization codes, or other enabling mechanisms provided for use with the Offerings.
1.12. "**Named User**" means any type of Authorized User designated by Customer by name or other identifier to access and use the Offerings on Customer's behalf.
1.13. "**Prohibited Data**" means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); (c) information subject to regulation or protection under the Children's Online Privacy Protection Act or Gramm-Leach Bliley Act, or (d) any other information which is regulated under Laws and is not required for use of the Software for its intended purpose.
1.14. "**Project**" means the initiation, delivery, operations, and maintenance of a construction project.
1.15. "**Provision Date**" means the date on which Trimble first provides access to the Offerings. For an Offering bundle comprised of multiple Software, the Provision Date will be the date on which the entire Offering bundle becomes fully provisioned.
1.16. "**Subscription**" means access to any Software, Support, Correction Services, content, data, or other information, in each case made available for the applicable Subscription Term(s).
1.17. "**Support Terms**" means the then-current Supplemental Terms for Support and Maintenance available at https://www.trimble.com/en/legal/customer-terms or any successor url.
1.18. "**Third-Party Materials**" means any third-party data, content, or proprietary software. Third-Party Materials is not part of Software.
1.19. "**Project Budget**" means the total projected cost allocated to carry out, manage, and complete one or more Active Project(s) over the entire Subscription Term. The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
1.20. "**Total Project Value**" or "**Project Value**" means Project Budget divided by the number of Annual Subscription Terms in the Subscription Term (and not any renewal). The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
1.21. "**Usage Limitations**" means Customer's authorized scope of use for the Offerings as specified in the applicable Order, Supplemental Terms, or Documentation, which may include any user (e.g., Named User, Concurrent User, etc.), seat, copy, instance, data storage, CPU, computer, field of use, location, project, or other restrictions.
1.22. "**Usage Data**" means Trimble's technical logs, data, and learnings about Customer's use of the Offerings, excluding Customer Data.

**2. Generally**
2.1 Offerings.
(a) Subscriptions (other than Licensed Software). Customer may access and use the Subscriptions during the Subscription Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Unless otherwise specified by Trimble, any Licensed Software provided with a Subscription is subject to the terms applicable to Licensed Software under the Agreement.
(b) Licensed Software. Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during Term, to install, copy, and use the Licensed Software on systems or devices under Customer's control only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Licensed Software is licensed, not sold. Any Licensed Software deployed through hosting services delivered by Trimble are subject to the terms and conditions applicable to Licensed Software.
2.2 Authorized Users. Only Authorized Users may access or use the Offerings. User IDs are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users' compliance with the Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use an Offering on Customer's behalf, Customer will promptly de-activate such Authorized User's access. Unless expressly permitted in the Order,

Supplemental Terms, or Documentation, Customer may not transfer Authorized User status from one individual to another. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.

2.3. Restrictions. Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Offerings to a third party; (b) use the Offerings on behalf of, or to provide any product or service outside of Customer's regular course of business, to, third parties; (c) use the Offerings to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Offerings, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Offerings or copy any element of the Offerings (other than in connection with making copies of Licensed Software authorized under the Agreement); (f) remove or obscure any proprietary notices in the Offerings; (g) publish benchmarks or performance information about the Offerings, except to the extent expressly permitted by Law; (h) interfere with the Offerings' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Offerings; (i) transmit any viruses or other harmful materials to the Offerings; (j) submit to the Offerings any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the Offerings to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Offerings to advertise, offer to sell or buy goods, or otherwise for business promotional purposes; (l) for Licensed Software, unless expressly permitted in the Order, Supplemental Terms, or the Documentation, use or host any Licensed Software in a virtual server environment, or (m) for Corrections Services, re-broadcast the Corrections Services without the prior written consent of Trimble.

2.4 Free Versions; Trials and Betas. "**Free Versions**" means any Offerings made available to Customer for use without a fee. "**Trials and Betas**" means any Offerings or any features thereof made available on an evaluation or trial basis or as an alpha, beta, Labs or other early access offering, in any case free or otherwise. Unless otherwise set forth in the Documentation or the Agreement, Customer may only use Free Versions in a non-production environment and for non-commercial purposes, and Trials and Betas may only be used solely for Customer's internal evaluation to determine whether to purchase a license or subscription to the Offerings. The evaluation term for Trials and Betas shall be 30 days unless otherwise designated by Trimble in writing. Free Versions and Trials and Betas are optional, and Trimble may cease making available such Offerings at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. In the event Customer has purchased Services related to any Free Version or Trial and Beta, any unused Services upon any termination or expiration of the applicable term for the Free Version or Trial and Beta shall be forfeit. **Notwithstanding anything else in the Agreement: (a) Trimble has no obligation to retain Customer Data used with Free Versions and Trials and Betas; (b) Trimble provides the Free Versions and Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support; (c) Trimble's liability for Free Versions and Trials and Betas will not exceed US$50, and (d) either party may terminate access to a Free Version or Trial and Beta, for any reason or no reason, immediately upon written notice to the other party.**

2.5 Educational Versions. For any version of the Offerings designated as "educational," or a similar term, Customer may use the Offerings solely for educational purposes - e.g., by an instructor or a student at an educational institution and while engaged in educational work. Such educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.

2.6 Delivery. Offerings and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which the Offering and License Key, if any, are first made available to Customer.

2.7 Software Activation and Metering; Audits.

(a) Offerings may gather and transmit to Trimble license usage, compliance, and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Offerings. Trimble may use the foregoing information to validate the authenticity of Authorized Users, to confirm Customer's compliance with the Agreement, to register the Offerings, to monitor and validate compliance with Usage Limitations, for license metering, and to protect Trimble against unlicensed or illegal use of the Offerings.

(b) Upon Trimble's written request, Customer shall certify in writing that its use of the Offerings is in full compliance with the Agreement (including any Usage Limitations). In addition to the other license compliance monitoring rights in the Agreement, Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Customer's records and use of the Offerings to confirm Customer's compliance with the Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with Customer's business activities. Customer is responsible for such audit costs only in the event the audit reveals that the use is not in accordance with the Usage Limitations or other licensed scope of use and for unpaid fees. Customer shall promptly pay all unpaid fees.

**3. Data Usage and Ownership**.

3.1 Ownership. Except for Trimble's limited rights set forth in the Agreement, as between the parties, Customer retains all Intellectual Property Rights in Customer Data. Trimble owns all Intellectual Property Rights in Anonymized Data and Usage Data.

3.2. Limited Usage Rights. Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Offerings, Support, and Services to Customer; (ii) to create Anonymized Data; (iii) to use and disclose Customer Data as otherwise permitted pursuant to the Agreement or any written consent or instructions of Customer; and, (iv) subject to Trimble's confidentiality obligations in Section 9 (Confidentiality) of the General Terms and all applicable Data Protection Legislation, to use Customer Data in perpetuity to develop, maintain, and improve the products, software, and services of Trimble or its Affiliates, including, without limitation, analytics, model training, and machine learning.

3.3 Access. Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Order, Supplemental Terms, or the Documentation, or the parties agree otherwise in writing.

3.4 Confidentiality. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 3 (Data Usage and Ownership), the terms of this Section 3 (Data Usage and Ownership) will control.

**4. Customer Obligations**.

4.1 Dependencies and Compatibilities. If Customer enables Dependencies or Compatibilities with an Offering, Trimble may access and exchange

Customer Data with the Dependencies or Compatibilities on Customer's behalf. Trimble will have no liability or obligations under the Agreement with respect to how any Dependencies or Compatibilities uses or processes Customer Data. If Trimble hosts any Dependency or Compatibilities at Customer's request, Customer represents and warrants to Trimble that Customer has all rights necessary. Trimble may charge additional fees for such hosting services.

4.2 No Prohibited Data. Customer will not use the Offerings with Prohibited Data. Customer acknowledges that the Offerings are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA.

4.3 Customer Data. Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Offerings and grant Trimble the rights in Section 3 (Data Use and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data. If Customer utilizes data fields available in the Offerings to store data not required for the normal use and operation of the Offerings for their intended purpose, Customer agrees that Trimble is not responsible for, and will not be liable in any manner for such data, and Customer assumes all risks associated with, and agrees to hold Trimble harmless from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) related to or arising from, Customer's use of data fields to store such data.

4.4 Excluded Claims. In addition to the Excluded Claims stated Section 7 (Limitation of Liability) in the General Terms, the following shall also be Excluded Claims for purposes of the Agreement: Section 10 (Indemnification) of these Software Terms and any breaches of Sections 2.3 (Restrictions) or Section 4 (Customer Obligations) of these Software Terms.

4.5 License Compliance. Customer shall promptly notify Trimble if Customer become aware of (i) any breach of confidentiality obligations regarding the Offerings, or (ii) any infringement (whether actual or alleged) of Trimble's intellectual property rights in the Offerings, or (iii) any unauthorized use of the Offerings by any person, and provide reasonable assistance to Trimble in connection with any suit or proceeding relating to such events.

4.6. Usage Limitations. Customer will comply with all Usage Limitations. If Customer exceeds the Usage Limitations during the Term, Trimble may invoice Customer for the use that exceeded the applicable Usage Limitations at Trimble's then-current list price, and Customer shall pay in accordance with the Agreement. The parties may also agree on a Usage Limitation adjustment, in which case Customer must sign a new Order and pay the applicable fees.

4.7 Fee Criteria. If the Order states Software is made available based on GAR, Project Budget, Total Project Value, population, specific-department usage, Affiliate-limitations, or similar criteria (any such criteria, the "**Fee Criteria**"), the fees for that Software are calculated based on that Fee Criteria as of the date of Order issuance by Trimble. Unless otherwise provided the Order, if the Fee Criteria increases by more than 10% during the Subscription Term, (i) Customer shall promptly notify Trimble in writing, (ii) Trimble has the right to adjust such fees based on changes in the Fee Criteria and its then-current list price for that Software (including on a prorated basis for the current term), and (iii) Customer shall pay any applicable additional fees upon receipt of the invoice in accordance with the Agreement. At the request of Trimble, Customer will promptly provide documentation satisfactory to Trimble evidencing Customer's then-applicable Fee Criteria.

**5. Suspension of Access**. Trimble may suspend Customer's access to an Offering, without liability, and in whole or in part, if (a) Customer breaches any Usage Limitations, Sections 2.2 (Authorized Users), 2.3 (Restrictions), 4 (Customer Obligations) or 6.2 (Offering Content); (b) Customer's account is five (5) business days or more overdue; or (c) immediately if Customer or any of its Authorized Users' acts or omissions threaten the integrity, availability, or security of the Offerings or Trimble's systems, products, or infrastructure (provided Trimble will use commercially reasonable efforts to provide Customer with advance notice of such suspension where Trimble determines exigent circumstances do not exist). Trimble will lift such suspension once the related issue or failure is cured to Trimble's reasonable satisfaction. Fees will continue to apply during the suspension period. Customer may be prohibited from entering new Customer Data or processing or accessing existing Customer Data and data reports during the suspension period. If Customer attempts to access or manipulate Customer Data utilizing third-party software during suspension, Trimble disclaims and Customer holds Trimble harmless from any responsibility or liability relating to lost or altered Customer Data or related damages.

**6. Certain Features.** The following provisions apply to the extent applicable to the Offerings.

6.1 Third-Party Materials. The Offerings may provide Customer with access to Third-Party Materials. Third-Party Materials are not part of the Offerings. To the extent specified by Trimble (including in any Supplemental Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions ("**Third-Party Terms**"). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer's right to access any features of the Offerings that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer's authorized use of the Offerings in accordance with the Agreement.

6.2 Offering Content. "**Offering Content**" shall be any Trimble IP or Third-Party Materials made available as data or information through the Offering, whether included as part of the Offering or as a separate subscription. Any Offering Content that is Trimble IP will be deemed part of the Offering. Any Offering Content that is Third-Party Materials shall be subject to any applicable Third-Party Terms. If no Third-Party Terms apply, then unless otherwise authorized by Trimble in writing or the applicable Documentation, such Third-Party Materials, and any derivative thereof, may only be used or accessed by an Authorized User. Third-Party Materials will be used solely for Customer's internal purposes during the Term and must be accessed pursuant to a manual Authorized User request. Customer will not: (i) access, extract, or download any Third-Party Materials, or portions thereof, in batch or en masse by any means; (ii) use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information; (iii) sell, offer to sell, rent, sublicense, or transfer any copies of theThird-Party Materials, or portions thereof, to a third party or allow a third party to use the Third-Party Materials; (iv) use the Third-Party Materials to develop services or products for sale or include any portion of the Third-Party Materials in any product or service; (v) use any portion of the Third-Party Materials to create a competitive service, product, or technology; (vi) recreate the Third-Party Materials or create otherwise a separate database or other repository of Third-Party Materials; (vii) use Third-Party Materials to train, augment, or correct another database or information repository; (viii) unless other specified in the Documentation, permit any individual other than an Authorized User to access or use the Offering Content and any derivative thereof, or (ix)

make any portion of the Third-Party Materials available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Third-Party Materials.

6.3 Open Source. The Offerings may incorporate third-party open source software ("**Open Source**"), as listed in the Documentation or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of the Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of the Agreement.

6.4 Third-Party Application Stores.

(a) Purchase from Application Store. If Customer obtains the Offering (or portions thereof) through a third-party application store, marketplace, or other site or service (each, an "**Application Store**"), such Application Store is considered a reseller. All fees are non-refundable once paid. Customer's download of the Offering may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Offering.

(b) Apple-Specific Terms. If Customer downloaded the Offering from Apple Inc.'s ("**Apple**") Application Store, the following terms are part of the Agreement. The Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third-party beneficiaries of the Agreement and will have the right (and will be deemed to have accepted the right) to enforce the Agreement against Customer as a third-party beneficiary. To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Offering, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Trimble's responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Offering. As between Trimble and Apple, Trimble is solely responsible for the Offering and for addressing any claims Customer or any third parties have about the Offering or Customer's possession or use of the Offering, including without limitation (i) product liability claims; (ii) any claim that the Offering fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Offering or Customer's possession or use of the Offering infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.

6.5 Security for SaaS or Hosting Services for Licensed Software. This Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) applies to Offerings that are SaaS or hosting services for Licensed Software. During the Term, Trimble or its third party hosting provider(s) will use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to protect (a) the security, confidentiality, and integrity of Customer Data; (b) against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) against unauthorized access to or use of Customer Data; and (d) against unlawful processing, accidental destruction, or loss of Customer Data. In the event Trimble is not in breach of the foregoing obligations and an unauthorized third party nonetheless gains access to the Customer Data, such disclosure of Customer Data in such circumstances shall not be a breach of Section 9 (Confidentiality) of the General Terms. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software), the terms of this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) will control.

6.6 Third-Party Access.

(a) Generally. Customer authorizes Trimble to grant access to its instances of the Offerings and share Customer Data with any third-party Authorized Users or as otherwise instructed by Customer. Customer is solely responsible for such third-parties' compliance with the Agreement and for any and all acts or omissions of any such third parties. Such third parties are considered Representatives, as that term is defined and used in Section 9 (Confidentiality) of the General Transaction Terms. Such third parties are not intended third-party beneficiaries under the Agreement. Trimble shall have no liability for any act or omission of any such third party, including by way of access or use of the Offerings or Customer Data. Such third-party access or use of the Offerings must be solely and exclusively for the benefit of Customer (or its Affiliates, if applicable), and any other purpose is prohibited. For clarity, as between Customer and any such third parties, any data or other information uploaded by such third party to the Offerings on Customer's behalf will be deemed Customer Data of Customer.

(b) Customer as a Third-Party. In the event that Customer is invited to access an Offering as a third party, any data or other information uploaded by Customer on behalf of such third party shall be deemed "Customer Data" of such third party.

**7. Support.** If Customer is eligible for Support and pays any applicable fees, Trimble will make such Support available in accordance with the Support Terms or as Trimble may otherwise expressly provide in writing. Unless otherwise set forth in writing by Trimble, Support is not available for Free Versions or Trials and Betas.

**8. Term and Termination.**

8.1 Perpetual License. If Customer purchases a perpetual license to Licensed Software, Customer's license to the Licensed Software will continue in perpetuity subject to the terms and conditions of the Agreement. Support for Licensed Software is purchased separately unless otherwise indicated by Trimble in writing or on an Order.

8.2 Subscriptions.

(a) Subscription Term. If Customer purchases access to a SaaS or a license to Licensed Software for a limited period of time, the duration of the initial term and any renewals are as set forth in the Order (collectively, the "**Subscription Term(s)**"). Notwithstanding anything to the contrary in the Order, the start date for each Subscription Term for each Offering will begin on the Provision Date for that Offering. For clarity, each Offering may have a different Provision Date.

(b) Additional Subscriptions. If Customer previously purchased one or more Subscriptions for a particular Offering ("**Existing Subscription**(s)") and subsequently purchases one or more additional Subscriptions (for any Offering) while the Existing Subscription(s) is in effect (the "**Additional Subscription**(s)"), the duration of the Subscription Term for the Additional Subscription will be as set forth in the Order. Unless otherwise set forth by Trimble in writing, all Customer's Subscriptions shall have the same end date and Trimble may invoice all fees for all such Subscriptions on a single invoice.

8.3 Effect of Termination. Upon expiration or termination of the Agreement or the Order, Customer's right to use the Offerings will cease and Customer will immediately cease any and all use of and access to the Offerings and will delete (or, upon request, return) all copies of any Offerings. At the disclosing party's request upon expiration or termination of the Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 3 (Date Usage and Ownership)). Customer Data and other

Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to the Agreement's confidentiality restrictions.

8.4 Survival. In reference to Section 4.3 of the General Terms (Survival), the following Sections of these Software Terms survive any expiration or termination of the Agreement: 1 (Definitions), 2.3 (Restrictions), 3.1 (Data Usage and Ownership), 4 (Customer Obligations), 8.3 (Effect of Termination), 8.4 (Survival), 9.3 (Additional Disclaimers), and 10 (Indemnification). Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

**9. Warranties and Additional Disclaimers**.

9.1 Limited Warranty. Subject to the Agreement and any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period, the Offerings will perform materially as described in the Documentation. The "**Warranty Period**" is (a) 90 days for Licensed Software licensed on a perpetual basis, and (b) for the duration of the applicable Subscription Term, for any Subscriptions. Notwithstanding the foregoing, Trimble makes no warranties with respect to Correction Services, which are provided as-is and as-available.

9.2 Warranty Remedy.

(a) If the Offering fails to conform to Section 9.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. For any such claims reported by Customer within such period that Trimble determines are valid, Trimble will correct such non-conformity by issuing corrected instructions, a restriction, or a bypass, or by replacing the Offerings, at Trimble's option. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy, and Trimble's entire liability, for the failure of the Offerings to conform to the warranty in Section 9.1 (Limited Warranty).

(b) The foregoing limited warranty only applies if and to the extent that (i) any Offering associated with the warranty is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (ii) any Offerings associated with the warranty is not modified or misused. The foregoing limited warranty does not apply to (1) issues caused by unauthorized use or modifications; (2) unsupported or unauthorized versions of any Offerings; (3) operating the Offerings under any specification other than, or in addition to, the Documentation; (4) issues in or resulting from Dependencies, Compatibilities, or third-party systems, products, or services; or (5) Free Versions, Trials and Betas or other similar versions.

9.3 Additional Disclaimers. Trimble makes the following disclaimers in addition to Section 6 (Warranty Disclaimer) in the General Terms.

(a) **General**. **TRIMBLE MAKES NO EXPRESS WARRANTY THAT CUSTOMER'S USE OF THE OFFERINGS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER MALWARE OR PROGRAM LIMITATIONS; THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY; OR THAT TRIMBLE WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET, SATELLITES, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE TRIMBLE'S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE OFFERINGS OR CUSTOMER'S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER'S USE OF THE OFFERINGS. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE OFFERINGS AND THE SELECTION OF THE OFFERINGS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE OFFERINGS OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE OFFERINGS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD. NOTWITHSTANDING THE FOREGOING, TRIMBLE SHALL BE LIABLE FOR ANY LOSS, DESTRUCTION, ALTERATION, OR UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA CAUSED BY TRIMBLE'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF THE SECURITY OBLIGATIONS SET FORTH IN THE AGREEMENT.**

(b) Correction Services Disclaimers. Customer acknowledges that the Correction Services and related network access are subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, limitations or lack of coverage of the underlying carrier service and other natural or manmade conditions. Additionally, motor and ignition noise, metal shielding, and interference by users of the same or adjacent radio channels may limit or interfere with Correction Services. Trimble is not responsible for the operation or failure of operation of GNSS satellites or the availability of GNSS satellite signals.

(c) Third-Party Materials. Third-Party Materials are provided "AS IS" and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials. Trimble and its suppliers make no warranty or guarantee with respect to any Third-Party Materials, including regarding their accuracy or continued availability or compatibility.

(d) Dependencies and Compatibilities. Trimble makes no warranty or guarantee with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control, including their continued availability or compatibility.

(e) Prohibited Data. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with Prohibited Data.

**10. Indemnification**. Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) any Customer Data, Dependencies, or Compatibilities, or (b) Customer's breach of Sections 2.3 (Restrictions), 4 (Customer Obligations), 6.1 (Third-Party Materials), 6.2 (Offering Content), or 6.4 (Third-Party Application Stores) (each, a "**Claim**"). Trimble will give Customer prompt written notice of any Claim and will cooperate in relation to the Claim at Customer's expense. Customer will have the exclusive right to control and settle any Claim, except that Customer may not settle a Claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability, pay any amounts or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any Claim at its expense.

**11. Government End-Users.** Elements of the Offerings are commercial computer software. If the user or licensee of the Offerings is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings or any related documentation of any kind, including technical data and manuals, is restricted by the terms of the Agreement in

accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Offerings were developed fully at private expense. All other use is prohibited.

**12. Region-Specific Terms - France.** Solely for purposes of Customers who's billing address is in France, the following shall apply: Prohibited Data included any patient, medical or other protected health information regulated by the French Public Health Code and the GDPR; and Customer's grant of rights in Section 3.1 (Generally) shall be for so long as the Customer Data is protected by intellectual property law.

**Addendum #4**

**Supplemental Terms for Support and Maintenance**

*Version 1.0 (Last Updated: April 3, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

**1. Scope.** Provided that Customer has paid the applicable fees, Trimble shall provide the Support described in these Support Terms during the Maintenance Term (as defined below). The "**Maintenance Term**" shall be: (a) for Support for SaaS or Licensed Software licensed for a limited term, the applicable Subscription Term, and (b) for Support for Licensed Software licensed on a perpetual basis, the term specified in the Order, or if not specified, for a period of one (1) year.

**2. Support.**

2.1 During the applicable Maintenance Term, Trimble shall use reasonable efforts to correct or provide a workaround for any reproducible programming error in the Software attributable to Trimble with a level of effort commensurate with the severity of the error, as reasonably determined by Trimble. Upon identification of any programming error, Customer shall promptly notify Trimble of such error and shall provide Trimble with enough information to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2.2 For certain Software, Trimble may provide additional or different support services or procedures as set forth in the applicable Documentation, support handbook, or other written documentation provided by Trimble, if any (collectively, the "**Additional Support Documentation**"). If there is any conflict between these Support Terms and such Additional Support Documentation with respect to the description of support services, requirements or procedures, the provisions of such Additional Support Documentation will prevail. Customer agrees and acknowledges that Trimble may use third parties to provide Support on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer's information and data to perform the Support for Customer.

**3. Licensed Software Updates and Upgrades.** During the applicable Maintenance Term, Customer shall be entitled to receive all upgrades and updates to the Software that are publicly released by Trimble. The contents and timing of all upgrades and updates will be decided by Trimble in its sole discretion. Any such updates and upgrades will be deemed to be "Software" and licensed under the terms and conditions of the Agreement, including any applicable software end user terms or license agreement. Updates and upgrades exclude (a) new versions of the Software (e.g., a change to the left of the decimal in the version number [e.g., 1.x to 2.x] or otherwise designated by Trimble), and (b) any separate modules and other functionality for which Trimble charges a separate fee.

**4. Limitations and Exceptions.** The following matters are not covered (and Trimble will not have any obligations with respect to such matters) pursuant to these Support Terms:

4.1. Any Software for which applicable fees have not been paid;
4.2. Any problem resulting from the misuse, improper use, alteration, or damage of the Software;
4.2. Any problem resulting from improper or inadequate installation, maintenance, or storage of the Software;
4.3. Any problem caused by modifications of the Software not made or authorized by Trimble;
4.4. Any problem resulting from any hardware or software in either case not developed or supported by by Trimble, including, without limitation: any computers, tablets, disk drives, operating systems, network hardware or software, database, or any other hardware or third-party software;
4.5. Any problem resulting from the combination of the Software with other programming or equipment to the extent that such combination has not been approved by Trimble; and
4.6. Errors in any version of the Software other than the most recent release, provided that Trimble will continue to provide Support for superseded releases for a reasonable period (not to exceed ninety (90) days).

Support excludes on-site visits, installation and training, file conversion, optional products and services, directories, consulting services, shipping charges, or any recommended hardware.

**5. Termination or Expiration.** Support will automatically terminate with respect to any Software that is no longer licensed for use as a result of expiration or termination of the Agreement, or replacement of the applicable Software with new releases.

**Additional Support Documentation**

*Version 1.1*

1. Generally.
   1.1. Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Offering attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 3 (Severity Priority Levels) below.
   1.2. For certain Offerings as set forth in Section 2 below, Trimble may provide a customer support portal (the "**Support Portal**"), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Supportal Portal, the terms herein shall govern.
   1.3. For certain Offerings as set forth in Section 2 below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, a "**Authorized Support Contact**"). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Offerings necessary to assist Trimble as needed.
   1.4. Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2. Support Portals. Support portals with information about reporting and general availability are described below.

| Offering | Support Portal* | Authorized Support Contacts Only?** |
|---|---|---|
| Trimble Unity | https://assetlifecycle.trimble.com/en/learn/support | Yes |

** Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.*

*** For any Products that do not require an Authorized Support Contact, any Authorized User of Customer may contact support.*

**3.** Severity Priority Levels. As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith. Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

| Priority Level* | Priority Criteria | Target Response Goal** | Level of Effort for Resolution |
|---|---|---|---|
| P1 | most urgent and impactful | ½ hour | Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around. |
| P2 | urgent and impactful, but usually has an acceptable temporary workaround | ½ hour | Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around. |
| P3 | important, but not urgent and impactful | 4 hrs | Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around. |
| P4 | a low priority, informational, or an enhancement request | 24 hrs | Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance. |

** See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.*

*** The use of the term "hour(s)" refers to business hours based on Trimble's regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). "Response" means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.*

| **Priority matrix** | | | | | |
|---|---|---|---|---|---|
| | | **Impact** | | | |
| | | **Widespread** | **Large** | **Localized** | **Individualized** |
| **Urgency** | **Critical** | P1 | P1 | P2 | P2 |
| | **High** | P1 | P2 | P2 | P3 |
| | **Medium** | P2 | P3 | P3 | P3 |
| | **Low** | P4 | P4 | P4 | P4 |

| **Definitions** | | |
|---|---|---|
| **Impact** | Impact is a measure of the number of users, sites, or devices affected. | **Widespread**. More than three quarters of users or devices are affected. |
| | | **Large**. (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected. |
| | | **Localized**. (1) A single site is affected or (2) less than one half of users or devices are affected. |
| | | **Individualized**. A single or a small number of users or devices are affected. |
| **Urgency** | Urgency is a measure of the severity of the issue on the Customer's operations. | **Critical**. Use of Offering as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer's operations (e.g., outage). |
| | | **High**. Use of Offering as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer's operations. |
| | | **Medium**. Use of Offering or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement. |
| | | **Low**. All other requests that are not the above. |

4. Additional Limitations and Conditions.

(a) Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Offering in a manner other than as authorized in the Agreement; (ii) conversions of Customer's databases to accommodate new hardware or software, (iii) Customer Data debugging or manipulation, (iv) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (v) implementation, report creation, onsite support, customizations (e.g., scripting

or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vi) any Offering where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.

(b) Customer must (i) require its personnel to obtain adequate training to operate the Offering, (ii) if required by Trimble for the particular Offering, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.

(c) For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials, Dependencies, or Compatibilities, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.

(d) If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.

**Addendum #5**

**Supplemental Terms for Services**

*(Training, e-learning content, implementation, configuration, and other services)*

*Version 1.0 (Last Updated: April 3, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Generally**. Trimble or its authorized service providers will use commercially reasonable efforts to provide Services to Customer as described in an Order or SOW. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble.
2. **Training and E-Learning.** For any Services consisting of delivery of training or e-learning (e.g., videos, manuals, etc.), any content made available by Trimble shall not be deemed a Deliverable (as defined below), notwithstanding anything in an Order or SOW to the contrary, and no Intellectual Property Rights therein are assigned or transferred to the Customer. Unless an Order or Documentation states otherwise, prepaid training and e-learning content will expire if not completed within six months from the effective date of the Order or SOW. Trimble reserves the right to reschedule training if it determines in good faith that attendance is not sufficient or the originally scheduled time or location are no longer feasible. If the Order states a date that Services must be completed by, such date is presented for illustrative purposes. The actual completion date for such Services will be provided on the invoice.
3. **Customer Materials**. Customer shall provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "**Customer Materials**") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Services. Client will be responsible for, and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Services, Trimble shall be excused from performance until such items or access are provided. Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Services. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.
4. **Customer Premises**. Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Services, if onsite performance of Services is needed and agreed to by Customer. Trimble personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the Services.
5. **Customer Dependencies**. Customer is responsible for taking all actions identified or described in the Agreement which are a condition for Trimble to provide Services. Should Customer's failure to take such actions result in a delay of Trimble against a delivery schedule, or result in additional provable costs incurred by Trimble, Trimble shall not be considered to be delayed in its obligations, and Trimble shall be entitled to payment of such additional costs.
6. **Deliverables**. "**Deliverable(s)**" shall mean any Trimble deliverables as expressly set forth on a SOW or Order. Trimble hereby grants Customer a worldwide, royalty-free, non-exclusive license to use the Deliverables for its internal business purposes in connection with the Offerings associated with such Deliverables and only for the period of time that Customer has ownership or authorized use of such Offerings. Unless expressly stated otherwise in the applicable Order or SOW, Trimble owns and will retain ownership (including all intellectual property rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including to the extent incorporating any Feedback). If the parties have agreed that Trimble will assign ownership of Deliverables to Customer, the relevant SOW must set forth the terms and conditions regarding such assignment.
7. **Limited Warranty**. Trimble will perform Services in a professional and workmanlike manner. If notified of a non-conformity within ten (10) days of delivery of the applicable Services, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-conforming Services, Trimble will, as its sole liability and obligation for failure to provide Services meeting this warranty, either (a) re-perform the non-conforming Services at no additional cost to Customer, or (b) issue a credit for any Services which Trimble identifies as non-conforming.
8. **Travel Expenses**. Trimble will invoice Customer for reasonable and pre-approved out-of-pocket travel expenses incurred in connection with performing Services. Expenses may be invoiced separately from fees and may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request.

9. **Other Offerings.** These Services Terms only apply to Services, and not to any other Offerings, even if such other Offerings are referenced in an Order or SOW. For clarity, all such other Offerings shall not be considered a Deliverable hereunder, and the provision thereof shall be governed by one or more separate agreements between Trimble and Customer.
10. **Non-Solicitation**. During the Term and for a period of 12 months thereafter, Customer, shall not, directly or indirectly, solicit, hire, engage, or attempt to do any of the foregoing, any person who was an employee or independent contractor of Trimble who provided Services to Customer, without Trimble's express prior written consent.

**Addendum #6**

**Supplemental Terms for Hardware**

*Version 1.0 (Last Updated: April 3, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Delivery**. Delivery times for Hardware are established when an Order is received and accepted by Trimble. Trimble will use commercially reasonable efforts to meet Customer's requested delivery dates, unless Customer is in default under the Agreement or Trimble's performance is otherwise excused (e.g., force majeure, etc.). Late delivery is not a basis for Customer's cancellation of any Order.

   Title and risk of loss or damage to the Hardware will pass to Customer upon delivery to Trimble's shipping carrier.. Trimble will deliver any shipment FCA (Incoterms 2020) from its warehouse. Customer will pay or reimburse Trimble for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges. Trimble may fulfill its delivery obligations for Hardware through an Affiliate and/or authorized reseller. Trimble reserves the right to make partial deliveries.

2. **Acceptance, Inspection, Notice of Nonconformance.** All Hardware will be deemed accepted by Customer upon delivery to Trimble's shipping carrier, subject to Customer's right to inspect and reject damaged Hardware or Hardware that do not conform to the Order within 10 days of delivery. It is Customer's responsibility to give Trimble prompt written notice of identified damage or non-conformance to the Order. If Customer retains the Hardware without giving notice within the designated period, it will be deemed to waive its right of rejection. The foregoing will not, however, prejudice Customer's warranty remedies as described in the applicable Hardware Terms.

3. **Limited Warranty.** Unless the Hardware comes with a limited warranty that provides otherwise, Trimble warrants to Customer, and only to Customer, that the Hardware is designed and manufactured to conform in all material respects to Trimble's specifications and all parts are and will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment. During the warranty period, Trimble's obligations in Section 7 (Sole Remedy; Warranty Procedure) are Customer's only and exclusive remedy for Hardware that Trimble reasonably determines does not meet the limited warranty, and is made subject to these Hardware Terms.

4. **Firmware.** Trimble hereby grants Customer a personal, non-exclusive, revocable, non-assignable right to access and use firmware solely as necessary to use the Hardware in accordance with the Documentation. During the limited warranty period, Customer will be entitled to receive such Fixes (as defined below) to the firmware that Trimble releases and makes commercially available and for which it does not charge separately, subject to the procedures for delivery to purchasers of Trimble products generally. Minor Updates (as defined below), Major Upgrades (as defined below), new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this fix process and limited warranty. Receipt of software fixes will not serve to extend the limited warranty period. **"Fix(es)"** means an error correction or other update created to fix a previous software version that does not substantially conform to its Trimble specifications; **"Minor Update"** occurs when enhancements are made to current features in software; and **"Major Upgrade"** occurs when significant new features are added to software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a Fix, Minor Update, Major Upgrade, new products, or substantially new software releases.

5. **Non-Trimble Manufactured Products.** Trimble will extend to Customer the manufacturer's warranty, if any, for all equipment and/or software products manufactured by another manufacturer and furnished by Trimble to Customer under such other manufacturer's brands. Customer acknowledges and agrees that Trimble shall not be responsible for separately warranting or supporting the equipment or software products of such other manufacturers.

6. **Warranty Exclusions.** The foregoing Hardware limited warranty will only apply in the event and to the extent that (a) the Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (b) the Hardware is not modified or misused. This limited warranty does not apply to, and Trimble shall not be responsible for defects or performance problems resulting from (i) the combination or use of the Hardware with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Trimble; (ii) the operation of the Hardware under any specification other than, or in addition to, the Documentation; (iii) the unauthorized installation, modification, repair or use of the Hardware; (iv) damage caused by accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside Hardware specifications), or exposure to environmental conditions for which the Hardware is not intended; (v) normal wear and tear on consumable parts (e.g., batteries) or (vi)

cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Hardware. **TRIMBLE MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS."**

7. **Sole Remedy; Warranty Procedure**. If the Hardware fails during the warranty period for reasons covered by this limited warranty and Customer notifies Trimble of such failure during the warranty period, Trimble will at its option repair or replace the nonconforming Hardware with new, equivalent to new, or reconditioned parts or Hardware or, if either of the foregoing is commercially impractical in Trimble's determination, refund the Hardware purchase price paid by Customer (excluding separate costs of installation, if any) upon Customer's return of the Hardware in accordance with Trimble's product return procedures then in effect. Any repaired or replaced Hardware will be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer. Warranty service will be provided at a designated Trimble service center or by an authorized Trimble service provider. Except as otherwise agreed by the parties, Customer shall be responsible for all shipping charges to the designated Trimble service center or authorized Trimble service provider.

8. **Determination of Warranty Applicability:** Trimble reserves the right to refuse warranty services if the Hardware date of purchase cannot be proven, if a claim is made outside the warranty period or if a claim is excluded from the warranty pursuant to the Terms. Following Trimble's examination of Customer's claim, Trimble will notify Customer of warranty status and the repair cost of any out-of-warranty Hardware. At such time Customer must issue a valid purchase order to cover the cost of the non-warranted Hardware repair and return freight, or authorize return shipment of the Hardware at Customer's expense as-is.

9. **Non-responsibility for Lost Data.** Trimble shall not be responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media or any part of any Hardware serviced by it or an authorized Trimble service provider, or for the consequence of such damage or loss, e.g., business loss in the event of system, program or data failure. It is Customer's responsibility, prior to servicing, to backup data and remove all features, parts, alterations, and attachments not covered by warranty prior to releasing the Hardware to Trimble. The Hardware will be returned to Customer configured as originally purchased.

10. **Return of Hardware:** All Hardware returns are subject to Trimble's prior written consent and must comply with its product return (RMA) procedures then in effect. Before returning or exchanging Hardware, Customer must contact Trimble directly to obtain an authorization number to include with the return. Customer must return Hardware to Trimble in their original or equivalent packaging, and Customer is responsible for risk of loss, as well as shipping fees back to Trimble. Hardware received but not eligible for return will be sent back to Customer freight collect. For approved returns, Customer will receive credit equal to the lesser of the Hardware invoice price or its current replacement value, less any applicable charges or fees.

**Addendum #7**

**Supplemental Terms for U.S. Public Entities**

*Version 1.0 (Last Updated: October 7, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. **Scope.** To the extent Customer is a public or governmental entity, these Supplemental Terms provisions apply to the extent Customer is a public or governmental entity in the United States.
2. **Intellectual Property Indemnification by Trimble.** Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Offerings in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer's use of any of the Offerings are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Offerings substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Offerings; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Offerings are modified by any party other than Trimble; (2) if the Offerings are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Offerings; (4) to any unsupported release of the Offerings; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Offerings.
3. **Tax Exemption.** If Customer is a tax-exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 3.1 of the General Terms regarding Customer's responsibility to pay taxes shall be inapplicable.
4. **No Indemnification by Customer.** Section 8 (Indemnification) and the second to last sentence of Section 12.6 (Export Control) of the General Terms shall be inapplicable.
5. **Public Records Law.** Customer's confidentiality obligations in Section 9 (Confidentiality) of the General Terms may be subject to applicable public records law.
6. **Limited Publicity.** Provision (b) in Section 12.11 (Publicity) of the General Terms shall be inapplicable.
7. **Termination for Convenience.** Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all recurring fees due as of the effective date of termination shall immediately remain due and payable.. All previously paid fees (both used and unused) shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for professional services, if any, must be paid in full before the termination becomes effective.
8. **Non-Appropriation of Funds.** The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with Section 7 (Termination for Convenience) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer's notice.
9. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement ("**Piggyback**"), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
10. **Governing Law.** Notwithstanding Section 12.9 (Governing Law and Venue) of the General Terms, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.

**Addendum #8**

**Service Level Agreement; Data Security, Restoration, and Accessibility**

*Version 2.0*

**1. Availability Service Level Agreement**

For any Offering that is either (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble, the following will apply.

1.1. Target Availability. Trimble will use commercially reasonable efforts to make the Offering available with an uptime availability (time periods during which Customer has general connectivity to the Offering) (the "**Target Availability**") as follows:

Offering / Target Availability*
Trimble Unity Construct / 99.95%
Trimble Unity Maintain / 99.95%
Trimble Unity Permit / 99.95%

**Target Availability is generally for a calendar month; provided that Trimble Unity target availability will be calculated on a quarterly basis.*

1.2. Exclusions. The calculation of uptime will not include unavailability to the extent due to: (a) Customer's use of the Offering in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Trimble's reasonable control, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attack, (c) Customer's equipment, software, network connections or other infrastructure, (d) any acts or omissions of Customer or any third-party that is not a service provider of Trimble, (e) failure by Customer to pay any applicable fees under the Agreement, or (f) Scheduled Maintenance or emergency maintenance.

1.3. Scheduled Maintenance. "**Scheduled Maintenance**" means Trimble's scheduled, routine, or other maintenance which (1) occurs at such times as may be listed on Trimble's websites or Support Portal, or (2) Trimble notifies Customer with at least two (2) days advance notice, which can be via the Support Portal, e-mail, or in the Offering. Trimble reserves the right to schedule other maintenance periods on an as needed basis and will notify Customer in advance. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during low usage times.

1.4. Service Credits. If there is a verified failure of the Offering to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Offering in such month ("**Service Credit**"). The Service Credit will be calculated as follows:

*Service Credit = Pro Rata Fee * percentage of time that the Offering did not meet the Target Availability*

The "**Pro Rata Fee**" means (1) for Target Availability measured monthly, one-twelfth of the total annual fee for the Offering (excluding taxes, etc.), and (2) for Target Availability measured quarterly, one-fourth of the total annual fee for the Offering (excluding taxes, etc). The Service Credit will be calculated to the nearest 30-minute interval. The total Service Credits in a month may not exceed 20% of the Monthly Fee.

Trimble will apply each Service Credit to Customer's next invoice, provided that Customer's account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

1.5. Sole Remedy. Service Credits constitute liquidated damages and are not a penalty. The Service Credits set forth in this Section are Customer's sole and exclusive remedy for any failure to meet the Target Availability.

**2. Data Security, Restoration, and Accessibility**

2.1. Software-as-a-Service.

a) General. Trimble or its third-party hosting provider(s) shall use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data, (b) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.

b) Data Backups. Backup of all Customer Data hosted in the cloud will be continuous, immutable, and virtual. Trimble will maintain a recovery time objective (RTO) of 4 hours and a recovery point objective (RPO) of 15 minutes.

c) Data Restoration. Trimble will use reasonable efforts to restore lost or damaged Customer Data for Offerings deployed as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

d) Data Location. For customers located in the United States, all Customer Data will be hosted and stored within the continental

United States. For customers located in Canada, all Customer Data will be hosted and stored within Canada.

e) Data Encryption. All Customer Data will be encrypted at rest and in transit utilizing government-certified Advanced Encryption Standard (AES) cipher algorithms with a 256-bit or better encryption key.

f) Disaster Recovery. Trimble will maintain a written Disaster Recovery Plan (DRP) as described in its then current SOC 2 Type II audit report for the applicable Offering.

2.2. SOC Compliance. Current versions of the Trimble Offering(s) referenced in the Order Form will be subject to an annual System and Organization Controls for service organizations ("SOC") 2 Type II audit based on Security, Availability, and Confidentiality Trust Services Criteria and will maintain compliance with those standards during the Term of this Agreement. The SOC 2 Type II audit will be conducted by a licensed Certified Public Accounting firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") Statement on Standards for Attestation Engagements No. 18. At Customer's request, Trimble will provide a copy of the then current SOC 2 Type II audit report annually. The audit report shall be treated as Confidential Information.

2.3. System Testing. Trimble will maintain sole responsibility for establishing, maintaining, testing, and executing all plans and procedures applicable to system backup, disaster recovery, system architecture and security (including without limitation monitoring, audits, vulnerability scans/remediation, and penetration tests), software development, maintenance release schedules, and update management.

2.4. Vulnerability Remediation. Trimble will conduct vulnerability scans of the then current version of each Trimble Offering on a monthly basis. Trimble will use best efforts to remediate identified vulnerabilities as follows:

a. Critical (30 days)
b. High (60 days)
c. Medium & Low (commercially reasonable timeframe)

Note: vulnerability severity ratings referenced above must follow the NIST scoring system (https://nvd.nist.gov/vuln-metrics/cvss).

2.5. Security Incident Notification. Trimble will provide notification of any security incidents affecting a customer's instance, including a data breach, within 48 hours of confirmation.

2.6. Accessibility. During the term of the Agreement, the Trimble Offering(s) referenced in the Order Form may be subject to accessibility audits based on WCAG 2.0 AA standards. Trimble's compliance with any accessibility standards will be limited to its then current Accessibility Conformance Report, which will be provided upon request.

2.7. On Premises Licensed Software. If the Order Form includes any licensed software Products deployed on-premises or through hosting services not provided by Trimble, Trimble does not provide regular support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of support, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

**Addendum #9**
**Insurance Requirements**

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

**2. Types.** During the term of this Contract Trimble's insurance policies shall meet the minimum requirements of this section.

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

**3. Certificates of Insurance.** For each of these policies, the policy shall be endorsed to show Trimble's insurance coverage as primary with respect to the Customer, its officials, agents, employees, and volunteers. Any insurance or self-insurance carried or obtained by the Customer, its officials, agents, employees, or volunteers, shall be considered in excess of Trimble's insurance and shall not contribute to it. No term or provision of the indemnification provided by Trimble to the Customer pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the Customer's Representative at the time of execution of this Contract, on the most current State of Texas Department of Insurance-approved forms, attached hereto as **Exhibit A**, and approved by the Customer *before* work commences.

**4. Additional Insurance.** Trimble shall include all subconsultants as Additional Insureds under its Commercial General Liability and Auto policies or shall furnish separate certificates and endorsements for each subconsultant. Coverages for subconsultants shall be subject to all requirements stated herein.

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

- **(a)** Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- **(b)** Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- **(c)** "Claims made" policies are not accepted, except for Professional Liability insurance.
- **(d)** Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days written notice has been given to the City of College Station.
- **(e)** The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
  - i. The licensed insurance company is authorized to do business in the State of Texas
  - ii. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
  - iii. All endorsements and coverages are included according to the requirements of this Contract
  - iv. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- **(f)** The City of College Station, its officials, agents, employees, and volunteers are to be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the Customer, its officials, agents, employees, and volunteers.

**6. Commercial General Liability requirements.** The following Commercial General Liability requirements shall apply:

- **(a)** Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- **(b)** Minimum limits of liability of $1,000,000 per occurrence per project with a $2,000,000 annual aggregate limit.
- **(c)** Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 00 01.
- **(d)** No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the Customer's review.
- **(e)** The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and Host Liquor Liability.
- **(f)** The Customer shall be named as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the Customer.

**7. Business Automobile Liability requirements.** The following Business Automobile Liability requirements shall apply:

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

**8. Workers' Compensation/Employer's Liability Insurance requirements.** The Workers' Compensation/Employer's Liability insurance shall include the following terms:

- **(a)** Employer's Liability limits of $1,000,000 for each accident is required.
- **(b)** "Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04" shall be included in this policy.

**(c)** Texas must appear in Item 3A of the 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.

**9. Professional Liability requirements.** The following Professional Liability requirements shall apply:

**(a)** Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

**(b)** Minimum limits of liability of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $2,500,000.00 unless otherwise agreed in writing by both parties. Financial statements shall be furnished to the Customer or otherwise made available upon request.

**(c)** Trimble must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of work for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

**(d)** Professional Liability may be combined with Section 10 Cyber Liability Coverage under a combined Tech E&O Policy.

**10. Cyber Liability.** Minimum limits of $5,000,000 for third party losses. Coverage must include:

**(a)** Event Management;

**(b)** Unauthorized Access/use;

**(c)** Computer Virus;

**(d)** Denial of Service Attack;

**(e)** Libel, Cyber-libel, Slander, Product Disparagement;

**(f)** Violation of Right of Privacy;

**(g)** Regulatory Costs;

**(h)** Privacy Costs- Privacy Injury and Identity Theft;

**(i)** Programming Errors & Omissions Liability;

**(j)** Replacement or Restoration of Electronic Data (First Person);

**(k)** Extortion Threats;

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

**(m)** Public Relations Expense; and

**(n)** Security Breach Expense.

**Exhibit “A”**
**Certificate of Insurance**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/2026

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

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

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CN102488216-STND-GAWUE-25-

CONTACT NAME: Petronella Massey
PHONE (A/C, No, Ext): 408 467 5614 FAX (A/C, No): 408 467 5699
E-MAIL ADDRESS: petronella.massey@marsh.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : American Casualty Company of Reading, PA | 20427 |
| INSURER C : Syndicate 3623 at Lloyd's | 15792 |
| INSURER D : Continental Insurance Company | 35289 |
| INSURER E : Transportation Insurance Co | 20494 |
| INSURER F : | |

INSURED
Trimble Inc.
10368 Westmoor Drive
Westminister, CO 80021

**COVERAGES** **CERTIFICATE NUMBER:** SEA-004246663-02 **REVISION NUMBER:** 9

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<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | 3532-35-40 | 12/01/2025 | 12/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | 7325-70-20 | 12/01/2025 | 12/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>COMP/COLL DED | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000 |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B<br>D<br>E<br>E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC 7 11636746 (AOS); Ded: $250k<br>WC 7 11636763 (CA)<br>WC 7 11892854 (RETRO)<br>GAP 7011892868 (STOP GAP) | 12/01/2025<br>12/01/2025<br>12/01/2025<br>12/01/2025 | 12/01/2026<br>12/01/2026<br>12/01/2026<br>12/01/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Technology Errors & Omissions | | | D101C7252001 | 12/01/2025 | 12/01/2026 | Limit<br>Retention | 5,000,000<br>2,500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of College Station, its officials, agents, employees, and volunteers are included as additional insured as required by contract or agreement with regards to General Liability and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with regards to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions with regards to Workers Compensation.

**CERTIFICATE HOLDER**

City of College Station, TX
1101 Texas Avenue
P.O. Box 9960
College Station, TX 77842

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Danesha Flowers

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**ORDER FORM**

| | |
|---|---|
| **Order Date:** | Date of the last signature below |
| **Trimble Entity Name ("Trimble") and Address:** | Trimble Inc.<br>10368 Westmoor Drive<br>Westminster, CO 80021 US |
| **Customer Entity Name ("Customer") and Address:** | City of College Station, TX<br>1101 Texas Avenue<br>P.O. Box 9960<br>College Station, TX 77842 |
| **Billing Contact Name and E-Mail Address:** | Iroshi Price<br>iprice@cstx.gov |
| **Is Customer Tax Exempt?**<br>**Is Customer a Public Entity?** | Yes<br>Yes |
| **Initial Term:** | 06/01/2026 - 05/31/2029 |
| **Validity:** | This Order Form shall expire on 08/30/2026 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form. |
| **Miscellaneous:** | ** If Purchase orders issued by Customer, they are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.*<br><br>Post-Termination Customer Data Extract. Upon termination or expiration of this Agreement, Trimble will retain Customer Data for 90 days (the "Retention Period"). During the Retention Period and upon Customer's written request, Trimble will provide Customer with one (1) extract of all documents and files stored within its instance(s) free of charge via an S3 Bucket or other mutually agreeable format. After the Retention Period, all Customer Data will be sanitized in accordance with NIST 800-88 standards.<br><br>Trimble Unity Construct Third-Party Software Attributions. A list of certain third-party software included in Trimble Unity Construct may be found at the following link:<br>https://learn.assetlifecycle.trimble.com/legal/e-builder-3rd-party-software-attributions<br><br>Background. On **December 13, 2017**, Azteca Systems, LLC (a wholly owned subsidiary of Trimble, Inc.) and Customer executed an agreement pertaining to Customer's current Cityworks subscription (the "Cityworks Agreement").<br><br>Purpose. The Purpose of this Order Form is to upgrade and migrate the Customer's current Annual Software Subscription:<br>From: **Cityworks AMS Premium ELA with Unlimited Logins.**<br>To: **Trimble Unity Maintain Professional with 260 Users**.<br><br>Migration Process. Trimble will provision Customer's Trimble Unity Maintain instance upon the later of a) execution of this Order Form or b) 90 days prior to the Initial Term (the "Provision Date"). Customer and its authorized Service Provider will then complete the software implementation and migration of Customer Data to the Trimble Unity Maintain environment. Upon completion of the implementation and migration, Customer will promptly notify Trimble of the anticipated Trimble Unity Maintain go-live date, which shall be no later than 1 year from the Provision Date. Upon go-live of Customer's Trimble Unity Maintain instance, Customer's Cityworks subscription will automatically terminate, the previous agreement between Azteca Systems, LLC and Customer will automatically terminate, and Customer will cease any and all use of the Cityworks software and delete all copies thereof.<br><br>Support Terms & Service Level Agreement. The Support Terms and service levels applicable to Trimble Unity |

| | |
|---|---|
| | Maintain are provided in Addendums 4 and 8 below. Any support or service level obligations applicable to Cityworks will continue to be governed by Customer's agreement with Azteca Systems, LLC.<br><br>Customer's Service Provider. Customer has elected a third party, **Centricity,** to perform the implementation and migration described above. Trimble is not responsible for and disclaims all liability associated with the implementation and migration services performed by any third party. |

**Annual Software Subscription (Department of Public Works):**

| Software-as-a-Services Product Name | Identifier | Quantity | Description | Annual Amount |
|---|---|---|---|---|
| Trimble Unity Suite | Seat | 1 | 5 - Trimble Unity Construct **Professional**<br>5 - Trimble Unity Maintain **Professional**<br>5 - Trimble Unity Permit **Professional**<br><br>See Addendum 1 for Additional Details, Trimble Unity Suite - Seat | $7,000.00 |
| Trimble Unity Maintain | Professional Package | 103 - Authorized Users | See Addendum 1 for Additional Details, Packages | $94,348.00 |
| | | | **Discount** | ($19,667.23) |
| | | | **Additional Year 1 Discount** | ($21,362.59) |
| | | | **Total Annual Software Subscription – Year 1 (06/01/2026 - 05/31/2027)** | $60,318.18 |
| | | | **Total Annual Software Subscription – Year 2 (06/01/2027 - 05/31/2028)** | $89,148.85 |
| | | | **Total Annual Software Subscription – Year 3 (06/01/2028 - 05/31/2029)** | $97,363.73 |

**Annual Software Subscription (Department of Parks Recreation):**

| Software-as-a-Services Product Name | Identifier | Quantity | Description | Annual Amount |
|---|---|---|---|---|
| Trimble Unity Suite | Seat | 1 | 5 - Trimble Unity Construct **Professional**<br>5 - Trimble Unity Maintain **Professional**<br>5 - Trimble Unity Permit **Professional**<br><br>See Addendum 1 for Additional Details, Trimble Unity Suite - Seat | $7,000.00 |
| Trimble Unity Maintain | Professional Package | 75 - Authorized Users | See Addendum 1 for Additional Details, Packages | $73,837.50 |
| | | | **Discount** | ($15,391.73) |
| | | | **Additional Year 1 Discount** | ($16,718.53) |
| | | | **Total Annual Software Subscription – Year 1 (06/01/2026 - 05/31/2027)** | $48,727.24 |
| | | | **Total Annual Software Subscription – Year 2 (06/01/2027 - 05/31/2028)** | $71,290.35 |
| | | | **Total Annual Software Subscription – Year 3 (06/01/2028 - 05/31/2029)** | $77,719.38 |

**Annual Software Subscription (Department of Water):**

| Software-as-a-Services Product Name | Identifier | Quantity | Description | Annual Amount |
|---|---|---|---|---|
| Trimble Unity Suite | Seat | 1 | 5 - Trimble Unity Construct **Professional**<br>5 - Trimble Unity Maintain **Professional**<br>5 - Trimble Unity Permit **Professional**<br><br>See Addendum 1 for Additional Details, Trimble Unity Suite - Seat | $7,000.00 |
| Trimble Unity Maintain | Professional Package | 67 - Authorized Users | See Addendum 1 for Additional Details, Packages | $65,961.50 |
| | | | **Discount** | ($13,749.95) |
| | | | **Additional Year 1 Discount** | ($14,935.22) |
| | | | **Total Annual Software Subscription – Year 1 (06/01/2026 - 05/31/2027)** | $44,276.33 |
| | | | **Total Annual Software Subscription – Year 2 (06/01/2027 - 05/31/2028)** | $64,432.71 |
| | | | **Total Annual Software Subscription – Year 3 (06/01/2028 - 05/31/2029)** | $70,175.98 |

**Addendums:**

1. Annual Software Subscription Details
2. Trimble General Transaction Terms (the "General Terms")
3. Supplemental Terms for Software and Subscriptions (the "Software Terms")
4. Supplemental Terms for Support and Maintenance (the "Support Terms")
5. Supplemental Terms for Services (the "Services Terms")
6. Supplemental Terms for Hardware (the "Hardware Terms")
7. Supplemental Terms for U.S. Public Entities
8. Availability Service Level Agreement; Data Security and Restoration
9. Insurance Requirements

**TERMS AND CONDITIONS**

1. Terms and Conditions. All offerings are made available by Trimble subject to the terms and conditions set forth in this Order and the above referenced Addendums ("**Agreement**").

2. ***RENEWALS.*** ***This Agreement may only be renewed upon mutual written agreement of the Parties. Upon mutual consent of both Parties, including budget approval by the Customer, this Agreement For may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years.***

3. Payment Terms. All fees are due Net 30 from the date of the Trimble invoice.

- **Annual Software Subscription:** Trimble will invoice the total three instances together:
  - Year 1 in the amount of $153,321.75 upon execution of this Order Form;
  - Year 2 in the amount of $224,871.90 upon 05/01/2027; and
  - Year 3 in the amount of $245,259.09 upon 05/01/2028.

4. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) eight percent (8%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made.

5. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

*[Signature Page to Follow]*

**ACCEPTANCE**

Accepted and agreed:

| **CUSTOMER:** | **TRIMBLE:** |
| --- | --- |
| Signature: _____ | Signature: DocuSigned by: Carlos Abaunza 92969BE0AABA49F... |
| Print Name: _____ | Print Name: Carlos Abaunza |
| Title: City Manager | Title: Sr. Director, Legal |
| Date: _____ | Date: 8/4/2026 |

**APPROVED:**

_____

City Attorney

Date: _____

_____

Assistant City Manager/CFO

Date: _____

**Addendum #1**

**Annual Software Subscription Details**

**Trimble Unity Suite - Seat**
The Trimble Unity Suite provides access to the Trimble Unity Suite for five (5) Authorized Users for each Trimble Unity Construct, Maintain, and Permit at the Package Level described in the Order Form.

**Packages**
The following is a breakdown of modules and functionality found within each Package (certain SaaS add-ons which are not included in a package may be purchased separately with pricing reflected on the Order Form). Modules and Functionality may require professional services for implementation or configuration. Professional services can be purchased separately .

| Product: | Starter Package | Professional Package | Elite Package |
|---|---|---|---|
| **Trimble Unity Construct** | Authorized Users delineated on the Order Form get access to Trimble Unity Construct's:<br>● Core Modules[1]<br>● Process Module<br>● Forms Module<br>● Document Module<br>● Dashboard Module<br>● Reports Module<br>● EZ File Transfer | ● Trimble Unity Construct - Starter Included<br><br>Authorized Users delineated on the Order Form get access to Trimble Unity Construct's:<br>● Cost Module<br>● Schedule Module<br>● Resource Management<br>● Planning Module<br>● Bidding Module<br>● Submittals Module<br>● Account Level Cost Capability<br>● Project Level Multi-Currency Capability<br>● API Professional[2]<br>● Trimble Unity Field's Construct Functionality[9] | ● Trimble Unity Construct - Starter Included<br>● Trimble Unity Construct - Professional Included<br><br>Authorized Users delineated on the Order Form get access to Trimble Unity Construct's:<br>● Data Warehouse Capability<br>● Shared Trial Environment Capability (Qty 1)<br>● API Elite[3] |
| **Trimble Unity Maintain** | Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:<br>● Admin<br>● Respond<br>● Style | ● Trimble Unity Maintain - Starter Included<br><br>Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:<br>● Storeroom Capability<br>● Workload Capability<br>● Equipment Checkout Capability<br>● OpX Projects Capability<br>● eURL Capability<br>● Web Hooks Capability<br>● Web Services Access[4]<br>● Analytics for Trimble Unity Maintain Capability<br>● Trimble Unity Field's Maintain Functionality | ● Trimble Unity Maintain - Starter Included<br>● Trimble Unity Maintain - Professional Included<br><br>Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:<br>● OpX Contracts Capability<br>● OpX Budgets Capability<br>● Trimble Unity Maintain Advanced APIs[5]<br>● Operational Insights Capability<br>● Sandbox Capability (Qty 1)[8] |
| **Trimble Unity Permit** | Authorized Users delineated on the Order Form get access to Trimble Unity Permit's:<br>● Admin | ● Trimble Unity Permit - Starter Included<br><br>Authorized Users delineated on the Order Form get access to Trimble Unity | ● Trimble Unity Permit - Starter Included<br>● Trimble Unity Permit - Professional Included |

| | | | |
|---|---|---|---|
| | ● Respond<br>● Style<br>● Task Manager Capability | Permit's:<br><br>● Public Access Capability<br>● Workload Capability<br>● OpX Projects Capability<br>● eURL Capability<br>● Web Hooks Capability<br>● Web Services Acecss[6]<br>● Analytics for Trimble Unity Permit Capability<br>● Trimble Unity Field's Maintain Functionality | Authorized Users delineated on the Order Form get access to Trimble Unity Permit's:<br><br>● Advanced APIs[7]<br>● Sandbox Capability (Qty 1)[8] |

[1]Trimble Unity Construct Core Modules include Home, Projects, Contacts & Setup

[2]Trimble Unity Construct API Professional - Access to Trimble Unity Construct's Public API's. Access is limited to 15,000 calls per day.

[3]Trimble Unity Construct API Elite - Access to Trimble Unity Construct's Public API's. Access is limited to an additional 15,000 calls per day on top of the 15,000 allotted in Trimble Unity Construct API Professional.

[4]Use of Trimble Unity Maintain Application Programming Interface (APIs) with commercially available Trimble Unity Maintain-centric applications that are licensed and maintained by authorized Trimble Unity Maintain partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Maintain-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Maintain Advanced API's in the Elite License Package are required for 3rd party integrations.

[5]Use of Trimble Unity Maintain Application Programming Interface (APIs) with third party system integrations.

[6]Use of Trimble Unity Permit Application Programming Interface (APIs) with commercially available Trimble Unity Permit-centric applications that are licensed and maintained by authorized Trimble Unity Permit partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Permit-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Permit Advanced API's in the Elite License Package are required for 3rd party integrations.

[7]Use of Trimble Unity Permit Application Programming Interface (APIs) with third party system integrations.

[8]Sandbox provided for Trimble Unity Maintain or Trimble Unity Permit shall be limited to two (2) ad hoc refreshes per quarter during initial configuration. After initial configuration is completed, the Sandbox will be refreshed once per quarter at a defined date provided by Trimble. At each refresh, the Sandbox will be replaced with a copy of Customer's Production Environment as of the last available backup. All existing configuration changes in the Sandbox will be permanently deleted during the refresh process and will be replaced by the production backup.

**Trimble reserves the right to audit the Customers account to ensure the Customer has: (1) access to the correct modules and functionality in accordance with the package Customer has purchased and (2) the appropriate number of Authorized Users purchased. Trimble reserves the right to: (1) charge for any over access experienced by the Customer by moving the Customer to the appropriate package or (2) shut off any over access experienced by the Customer.**

**Addendum #2**

**Trimble General Transaction Terms**
*Version 1.2 (Last updated: May 1, 2024)*

Trimble's provision of Offerings is governed exclusively by these Trimble General Transaction Terms (the "**General Terms**"). The Order, the SOW, these General Terms, any applicable Supplemental Terms, and all other terms referenced or incorporated therein, collectively constitute the "**Agreement**". Any conflict or inconsistency in the Agreement will be resolved in the following order of precedence: (1) the Order, (2) any applicable Supplemental Terms, (3) these General Terms, (4) the SOW, and (5) the Documentation.

1. **Definitions.** Capitalized terms have the meaning associated with them in this Section 1 (Definitions) or with the definition provided elsewhere in the Agreement.
   - **1.1.** "**Affiliate**" means an entity that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with a party, where "ownership" means the direct or indirect ownership of more than fifty percent (50%) of an entity's outstanding voting rights or other equivalent voting interests.
   - **1.2.** "**Customer**"is the entity or person identified in the Order or SOW.
   - **1.3.** "**Dispute(s)**" means any dispute, claim, or controversy arising from or related to the Agreement.
   - **1.4.** "**Documentation**" means Trimble's then-current usage guidelines, standard technical documentation, acceptable use policies, support policies, service level commitments, or other policies referenced in the Agreement.
   - **1.5.** "**Hardware**" means hardware products specified in the Order.
   - **1.6.** "**High Risk Activities**" means any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Offerings could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Offerings for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.
   - **1.7.** **"Intellectual Property Rights"** means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority, and the right to sue for, settle and release past, present and future infringement of any of the foregoing.
   - **1.8.** "**Law(s)**" means all applicable local, state/provincial, federal and international laws, rules, regulations, directives, ordinances and conventions, including, but not limited to, those related to data privacy and data transfer, international communications and export of technical or personal data.
   - **1.9.** **"Licensed Software**" means the object code form of Trimble's proprietary installed software product for deployment on premises or on a device, as well as any Documentation, maintenance releases, and features and functionality enhancements, and application programming interfaces (APIs), in each case as as may be made available pursuant to the Order. For clarity, Licensed Software excludes firmware.
   - **1.10.** "**Offerings**" means Trimble's Hardware, Software, Services, Support, and other Trimble goods or services specified on an Order or SOW.
   - **1.11.** "**Order**" means the quotation, proposal, sales agreement or similar documents provided by Trimble and accepted by Customer.
   - **1.12.** "**Services**" means any services described in the Order or a Statement of Work, including, without limitation, training, enablement, implementation, configuration, hosting, or content provision.
   - **1.13.** "**Software**" means the Licensed Software and/or Software-as-a-Service specified on an Order.
   - **1.14.** "**Software-as-a-Service**" or "**SaaS**" means a Trimble proprietary cloud service, as well as any Documentation, features and functionality enhancements, and application programming interfaces, in each case as may be made available pursuant to the Order.
   - **1.15.** "**Statement of Work**" or "**SOW**" means a statement of work or similar agreement governing the provision of Services.
   - **1.16.** **"Supplemental Terms"** are any additional Trimble terms and conditions referenced in the Order as "Supplemental Terms.
   - **1.17.** "**Support**" means support and/or maintenance for Software, and as may be further described in the applicable Supplemental Terms, Documentation, or otherwise as specified by Trimble in writing.
   - **1.18.** "**Trimble**" means Trimble Inc. or its Affiliate identified on the Order or SOW, or if none is specified, as set forth in Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction) based on the applicable Customer location.
   - **1.19.** **"Trimble IP"** means the Offerings, Documentation, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by Trimble or its subcontractors to produce and provide the Offerings together with all Intellectual Property Rights therein, together with all modifications, improvements, changes thereto or derivative works thereof, including without limitation:
     (a) proprietary electronic architecture and other non-literal elements of the Offerings developed by Trimble,
     (b) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto,
     (c) APIs, customized applications and computer programs,

(d) processes, methods, algorithms, ideas, and other "know how,"
(e) data and information provided or sourced by Trimble,
(f) Offerings which Customer has the right to use via a subscription, and
(g) network equipment and architecture.

2. **Orders; Validity.** An Order is valid for acceptance by Customer within the period indicated in the Order and if no such period is provided, for thirty (30) calendar days from the issue date. The Agreement is formed by Customer's execution of the Order. Changes to an Order or belated acceptance by Customer are not valid unless Trimble accepts them in writing, and Trimble's partial or complete delivery against an Order modified by Customer, or acceptance of payment, shall not be deemed to be an acceptance of the modification. Orders that Customer has accepted cannot be canceled for any reason without Trimble's prior written consent. Notwithstanding anything to the contrary, while Customer may issue a purchase order or similar document for administrative purposes, no provisions of Customer's purchase orders, invoices, associated purchase documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of this Agreement or Customer's payment obligations thereunder, and any such provisions will be of no force or effect.

3. **Payment Terms; Invoicing**

**3.1.** Fees are as set forth in the Order or SOW. Fees do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are Customer's responsibility to pay. Unless Customer provides Trimble with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, Customer will pay Trimble all such taxes, charges, and fees invoiced by Trimble in connection with the Offerings. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.

**3.2.** Trimble will issue invoices in accordance with the billing frequency stated in the Order or SOW. Customer consents to the receipt of invoices electronically at the email address(es) it provided to Trimble for billing purposes, and accepts such invoices as if received by mail. Customer is responsible for maintaining current email address(es) with Trimble. Trimble's transmission of an invoice to the provided billing email address(es) (regardless of whether actually received by Customer) shall be considered delivery of that invoice by Trimble. Trimble's failure to issue an invoice in accordance with this Section 3 (Payment Terms; Invoicing) shall not be deemed to be a waiver by Trimble of its right to receive payment pursuant to the Agreement, but Customer shall not be obligated to make such payment until an invoice for such payment is issued by Trimble to Customer.

**3.3.** Unless otherwise set forth in the Order or SOW, payments are due net 30 days from the date of invoice. Customer will make payment in the currency indicated on the Order or SOW. Trimble is entitled to offset payments against prior debt balances in Customer's account. Subject to any Laws to the contrary or as otherwise expressly stated in the Agreement, payments are not refundable. No credit, carryover, or refund will be given for any unused Offerings (e.g., services hours, data usage) allocated or available for use during an indicated period of time.

**3.4.** Delinquent payments not subject to a bona fide dispute will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable Law. If Customer does not object in writing to an invoiced amount by the invoice due date, Customer will be deemed to have acknowledged the correctness of that invoice and to have waived its right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give Customer the right to withhold or delay payment of the disputed portion only. Customer will be liable for all costs of collection of past due amounts (including attorneys' fees).

**3.5.** Trimble may suspend Customer's access to or Trimble's provision of Offerings, as applicable, on five (5) business days prior notice if Customer fails to timely pay any invoice not subject to a bona fide payment dispute or fails to use diligent good faith efforts to resolve a bona fide payment dispute (unless cured during the notice period).

**3.6.** For any breach of Customer's payment obligations under any Order(s), Trimble may, without limiting Trimble's other rights and remedies, declare Customer's unbilled future fees under any and all Orders immediately due and payable.

**3.7.** Trimble has the continuing right to review Customer's credit and, if reasonably determined necessary by Trimble, change Customer's payment terms, and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to Trimble), or a guarantee of prompt payment prior to shipment or service activation.

**3.8.** Offerings purchased or licensed under Trimble's United States General Services Administration (**"GSA"**) Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

4. **Term and Termination**

**4.1.** **Term.** This Agreement begins on the date of the last signature on the attached Order ("Order Date") and expires three (3) years from the Order Date unless terminated earlier in accordance with the termination provisions in Section 4.2 or Addendum 7. The Agreement may be renewed for additional periods in accordance with the renewal provisions of the Order Form.

**4.2.** **Termination**. Either party may terminate the Agreement if the other party (a) fails to cure a material breach of the Agreement (including a failure to pay fees), or fails to provide a written plan of cure reasonably acceptable to the non-breaching party, within thirty (30) days after the non-breaching party's receipt of written notice specifying such breach or failure, (b) becomes designated by an applicable governmental entity as a business with which a party is prohibited from doing business with (e.g., via governmental sanctions program), or (c) seeks protection under insolvency or comparable proceeding, or if such proceedings are instituted against that party and not dismissed within sixty (60) days.

**4.3.** **Survival**. These Sections survive expiration or termination of the Agreement: 1 (Definitions), 3 (Payment Terms; Invoicing), 4.3 (Survival), 6 (Warranty Disclaimers), 7 (Limitations of Liability), 8 (Indemnification), 9 (Confidentiality), 11 (Personal Information; Data Protection), 12 (Miscellaneous), any other provisions identified in any applicable Supplemental Terms referencing this provision, and any other term or provision in the Agreement that applies to events occurring following termination or expiration. Except where an exclusive remedy is provided, exercising a remedy under the Agreement,

including termination, does not limit other remedies a party may have.

5. **Customer Obligations**

**5.1.** **High Risk Activities.** Customer will not use the Offerings for High Risk Activities. Customer acknowledges that the Offerings are not intended to meet any legal obligations for High Risk Activities. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with High Risk Activities.

**5.2.** **Compliance with Laws.** Customer shall comply with all Laws in connection with its use or receipt of the Offerings.

**5.3.** **Dependencies and Compatibilities.**

(a) Offerings may (i) require certain dependencies, including, without limitation, internet connection, electronic communications, hardware, data connections, operating systems, third-party products and services, other Trimble products and services, satellite signals, etc. (collectively, "**Dependencies**"), and (ii) allow compatibility and/or interoperability with other products or services made available by Trimble, Customer, or a third party (collectively, "**Compatibilities**").

(b) Dependencies and Compatibilities may require payment of a separate fee and are governed by their respective terms of service, end user license agreement, or other agreement, and not by the Agreement. Unless otherwise expressly agreed upon by the parties in writing, Customer is responsible for all Dependencies and Compatibilities. Trimble may modify the Offerings from time to time, and Trimble does not guarantee that the Offerings will continue to operate or be compatible with any Dependencies or Compatibilities. Trimble makes no warranty or guarantee, and will have no liability or obligations under the Agreement, with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control.

(c) Customer represents and warrants that it shall, and shall use best efforts to require any provider of any Dependencies and Compatibilities to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Offerings; and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time.

6. **WARRANTY DISCLAIMERS.**THE LIMITED WARRANTY TERMS, IF ANY, EXPRESSLY SET FORTH IN ANY APPLICABLE SUPPLEMENTAL TERMS ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON TRIMBLE'S PART ARISING OUT OF, OR IN CONNECTION WITH, THE OFFERINGS, AT ANY TIME EITHER DURING OR AFTER EXPIRATION OF THE APPLICABLE WARRANTY, AND STATE TRIMBLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES RELATING TO THEM. EXCEPT FOR ANY LIMITED WARRANTY TERMS EXPRESSLY PROVIDED IN ANY APPLICABLE SUPPLEMENTAL TERMS, THE OFFERINGS ARE PROVIDED "AS-IS'' AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. SUPPLEMENTAL TERMS MAY HAVE ADDITIONAL DISCLAIMERS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION(S) MAY NOT APPLY OR FULLY APPLY TO CUSTOMER.

7. **Limitations of Liability.**

**7.1.** **Waiver; Liability Cap**.

(a) **EXCEPT FOR EXCLUDED CLAIMS, (i) NEITHER PARTY (OR ITS SUPPLIERS) SHALL BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND (ii) EACH PARTY'S (AND EACH OF ITS SUPPLIER'S) ENTIRE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TRIMBLE DURING THE PRIOR 12 MONTHS UNDER THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY. NOTWITHSTANDING THE FOREGOING, FOR CLAIMS ARISING FROM TRIMBLE'S BREACH OF ITS DATA SECURITY OBLIGATIONS UNDER SECTION 2 OF ADDENDUM 8 THAT RESULTS IN THE UNAUTHORIZED ACCESS, LOSS, ALTERATION OR DESTRUCTION OF CUSTOMER DATA, TRIMBLE'S MAXIMUM AGGREGATE LIABILITY SHALL BE CAPPED AT FIVE TIMES (5X) THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE PRIOR 12 MONTHS UNDER THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABLITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO CLAIMS ARISING FROM TRIMBLE'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT UNDER THIS AGREEMENT.**

(b) **"EXCLUDED CLAIMS" MEANS (i) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT, (ii) DAMAGES PAYABLE TO A THIRD PARTY (I.E., NOT AN INDEMNIFIED PARTY) EITHER AWARDED BY A COURT OF COMPETENT JURISDICTION OR INCLUDED IN A SETTLEMENT AGREED TO BY THE INDEMNIFYING PARTY, WHICH DAMAGES ARE SUBJECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 8 (INDEMNIFICATION), AND (iii) ANY ADDITIONAL "EXCLUDED CLAIMS" EXPRESSLY IDENTIFIED IN ANY APPLICABLE SUPPLEMENTAL TERMS.**

(c) **THE ABOVE LIMITATIONS OF LIABILITY WILL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN BREACH OF ANY ONE OR MORE WARRANTIES, NON-CONFORMITY, IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE.**

(d) **SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS, CERTAIN INTENTIONAL OR NEGLIGENT ACTS, VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH AN EVENT, THE FOREGOING LIMITATION(S) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW**.

**7.2.** **Nature of Claims and Failure of Essential Purpose**. The waivers and limitations in this Section 7 (Limitations of Liability) are agreed-upon allocations of risk constituting in part the consideration for Trimble's performance under the Agreement, and will survive and apply even if any limited remedy in the Agreement fails of its essential purpose.

8. **Indemnification.** Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) use or modification

of any Offerings in breach of the Agreement, or in any manner not authorized by the Agreement or (b) Customer's violation of Laws or the rights of a third party. Trimble will give Customer prompt written notice of any claim hereunder and will cooperate in relation to the claim at Customer's expense. Customer will have the exclusive right to control and settle any claim, except that Customer may not settle a claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any claim at its expense.

9. **Confidentiality.**

**9.1.** **Definition**. "**Confidential Information**" means information disclosed to the receiving party under the Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble's Confidential Information includes, without limitation, the terms and conditions of the Agreement, and any technical or performance information about the Offerings, including the Documentation.

**9.2.** **Obligations**. As a receiving party, each party (a) will protect the confidentiality of the disclosing party's Confidential Information using the same degree of care it uses for its own information of like importance (but not less than reasonable care), (b) will not share the disclosing party's Confidential Information with third parties except as permitted in the Agreement or with the disclosing party's prior written or electronic consent, and (c) will only use Confidential Information to fulfill its obligations and exercise its rights in the Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives (collectively, "**Representatives**") having a legitimate need to know (including, for Trimble, its subcontractors), provided (i) the Representatives are subject to confidentiality obligations no less protective than those in this Section 9 (Confidentiality), and (ii) the receiving party is responsible for any breach of this Section 9 (Confidentiality) by the acts or omissions of its Representatives.

**9.3.** **Exclusions**. These confidentiality obligations do not apply to information that the receiving party can document

(a) is or becomes public knowledge through no fault of the receiving party or its Representatives,

(b) it rightfully knew or possessed on a non-confidential basis prior to receipt under the Agreement,

(c) it rightfully received from a third party without obligation of confidentiality, or

(d) it independently developed without using the disclosing party's Confidential Information.

(e) Supplemental Terms may have additional exclusions.

**9.4.** **Remedies**. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which remedies at law (e.g., monetary damages) alone are an insufficient remedy. In the event of such actual or threatened breach by a party, the other party may seek injunctive relief, in addition to other available rights and remedies, for breach or threatened breach of this Section 9 (Confidentiality), without proof of actual damages or the requirement of posting a bond or other security.

**9.5.** **Required Disclosures**. Nothing in the Agreement prohibits either party from making disclosures if required by Law or government or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort by the other party to obtain confidential treatment.

10. **Intellectual Property Rights.**

**10.1.** **Trimble IP**. As between the parties, except for any limited usage rights set forth in any Supplemental Terms, Trimble and its suppliers have and will retain all Intellectual Property Rights in and to Trimble IP and all copies, modifications, and derivative works thereof. No Intellectual Property Rights are granted by Trimble to Customer except as expressly provided under the Agreement.

**10.2.** **Feedback**. Customer may from time to time provide suggestions, comments, or other feedback (collective, "**Feedback**") to Trimble with respect to the Offerings. Both parties agree that all Feedback is and will be given entirely voluntarily, and shall not be considered Confidential Information of Customer. Customer shall not provide any Feedback that is subject to license terms that seek to require any of Customer's products, technology, service, or documentation incorporating or derived from such Feedback, or any of Customer's intellectual property to be licensed or otherwise shared with any third party. Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

11. **Personal Information; Data Protection**.

**11.1.** This Section 11 (Personal Information; Data Protection) applies if Customer is a legal person (i.e., a business or legal entity). All Laws relating to the protection of privacy and data protection are referred to as "**Data Protection Legislation**". "**Personal Information**" is defined as in the Applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (a) provided by Customer or on its behalf, or (b) automatically collected through the Offering on Customer's behalf. "**Applicable**", in this context, means the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and such Laws that the parties mutually agree apply.

**11.2.** Each party will comply with all Applicable requirements of the Data Protection Legislation. This Section 11 (Personal Information; Data Protection) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.

**11.3.** The parties acknowledge that: (a) when performing its obligations under the Agreement, Trimble processes Personal Information on Customer's behalf, except for user registration and software licensing and usage data, for which Trimble acts as responsible party, and (b) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Customer's principal place of business is located in order to provide the Software and Trimble's other obligations under the Agreement.

**11.4.** Customer will ensure that it has all necessary appropriate consents and notices in place to enable (a) lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (b) Trimble to lawfully use, process and transfer the Personal Information in accordance with the Agreement, including on Customer's behalf.

**11.5.** If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the written request of Customer, the parties will execute an applicable data processing addendum, available at https://www.trimble.com/privacy/DPA-TI-EuroSubs (or any successor url). Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the USA, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual Clauses available at the same url or upon written request to Trimble.

**11.6.** If the processing of Personal Information by Trimble is subject to US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at https://dl.trimble.com/www/us_dpa_customer.pdf or any successor url) is herein incorporated by reference.

12. **Miscellaneous**.

**12.1. Assignment.** Trimble may assign the Agreement upon notice to Customer and Customer's written consent. Customer may not assign or transfer the Agreement (by operation of law or otherwise) without the prior written consent of Trimble. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

**12.2. Amendments.** Trimble may amend the Agreement from time to time with written notice to Customer. Such amendments shall take effect upon the next renewal, if any, of the Agreement, unless Trimble indicates an earlier effective date. If Trimble requires amendments with an earlier effective date and Customer objects in writing, then Trimble may permit such amendments to take effect upon the next renewal; provided, however, if Trimble declines to permit such later effective date, Customer's exclusive remedy is to terminate the Agreement with notice to Trimble, in which case Trimble will provide Customer a refund of any applicable pre-paid fees for the terminated portion of the current Term. To exercise this termination right, Customer must notify Trimble of its objections within thirty (30) days after Trimble's notice of the amended Agreement. Once the amended Agreement takes effect, Customer's continued use of the Offerings constitutes its acceptance of the modifications. Notwithstanding the foregoing, Trimble may modify Documentation upon written notice to Customer to reflect new features or changing practices, provided that the modifications will not materially decrease Trimble's overall obligations with respect to such Offering(s).

**12.3. Waiver and Severability.** No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the invalidity, illegality, or unenforceability in whole or in part of any provision does not affect the validity of other provisions.

**12.4. Force Majeure.** Neither party will be liable for any default, delay, or non-performance of its obligations under the Agreement (except for payment obligations) due to causes beyond its reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet or utility failures, governmental orders or actions, national or regional emergency, pandemics, or natural disasters, provided that such party promptly notifies the other in writing of such occurrence and uses commercially reasonable efforts to resume performance of its affected obligations as soon as feasible. Delays or failures that are excused as provided in this Section 12.4 (Force Majeure) will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure.

**12.5. Notices.** Any notice or other communication given by either party to the other regarding the Agreement will be deemed given and served when personally delivered or delivered by reputable international courier requiring signature for receipt addressed to the party at its notice address. Notice will be deemed effective upon delivery or refused delivery attempt. Either party may change its notice address by written notice to the other. Customer's notice address will be the address appearing on the Order or SOW. Trimble's notice address will be the applicable address on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), or if the Trimble entity is not listed there, then on the Order. In addition, any valid notice to Trimble shall include a required copy to: Trimble Inc., Attn: General Counsel - Important Legal Notice, 510 De Guigne Drive, Sunnyvale, CA 94085, USA. Trimble may send operational notices to Customer by email or through the Offering, including, without limitation, modifications of the Agreement or Documentation, suspension, collection, and termination notices related to overdue fees.

**12.6. Export Control.** Customer acknowledges that the Offerings are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Offerings or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, Laws of any United States or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Offerings are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section 12.6 (Export Control) will survive the termination of the Agreement for any reason whatsoever.

**12.7. Anti-Corruption Compliance.** Each party, and any third party acting on its behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including, without limitation, the U.S. Foreign

Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti- Corruption Laws**"). Each party, and any third party acting on its behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for either party. Each party, and any third party acting on its behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any acts of a party or any third party acting on its behalf.

**12.8.** **GSA.** Offerings purchased or licensed under Trimble's United States General Services Administration (**"GSA"**) Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

**12.9.** **Governing Law and Venue.** The sole and exclusive governing Law, jurisdiction, and venue for the Agreement and all Disputes shall be: (1) as set forth in the Order, if any, or (2) otherwise, as set forth on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), in each case to the exclusion of all others; provided that Trimble may elect to bring action in courts with jurisdiction for Customer's location. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of laws provisions giving rise to a different result do not apply. No Dispute may be brought by either party more than one (1) Year after such Dispute accrued, except that an action for nonpayment may be brought within two (2) Years after the due date. Each party hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any such proceeding in such jurisdiction.

**12.10.** **WAIVER OF JURY TRIAL – UNITED STATES CLAIMS. FOR ANY CLAIM BROUGHT IN A STATE, FEDERAL, OR OTHER COURT IN ANY JURISDICTION WITHIN THE UNITED STATES, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; *PROVIDED, HOWEVER*, THAT THIS PROVISION SHALL NOT BE ENFORCED OR ENFORCEABLE TO THE EXTENT A WAIVER OF THE RIGHT TO A TRIAL BY JURY IS PROHIBITED BY, OR CONTRARY TO, THE PUBLIC POLICY OF THE STATE IN WHICH SUCH LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM IS FILED.**

**12.11.** **Region-Specific Terms.** Additional terms and conditions for specified regions are as set forth in Exhibit B (Region-Specific Terms).

**12.12.** **Publicity.** Customer agrees that (a) Trimble may issue a press release in the form approved by the parties regarding the parties' entry into the Agreement, and (b) Trimble may identify Customer (including through use of its name and logo) as Trimble's customer, including on Trimble's website, and may include Customer in its customer list and marketing materials, but will cease this use upon Customer's written request.

**12.13.** **Headings; Language.** The headings in the Agreement have been inserted for convenience only and shall have no substantive effect. The language of all parts of the Agreement shall in all cases be considered as a whole, according to its fair meaning, and not strictly for or against any of the parties. The parties hereby acknowledge and agree that the language of the Agreement shall be considered jointly drafted.

**12.14.** **Subcontractors.** Trimble may use subcontractors in the performance of its obligations under the Agreement, and will be responsible for the acts and omissions of its subcontractors in their performance of Trimble's obligations in the Agreement.

**12.15.** **No Third-Party Beneficiaries.** Except as may be expressly stated in any Supplemental Terms, there are no third-party beneficiaries under the Agreement.

**12.16.** **Independent Contractors**. Each party is an independent contractor of, and is not an employee, agent, fiduciary, or authorized representative of, the other party.

**12.17.** **Entire Agreement**. The Agreement sets forth the entire understanding between the parties in connection with its subject matter, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Any additional, contrary, and/or pre-printed terms or conditions appearing on Customer's acceptance, orders, or associated purchase documentation are hereby rejected and will be of no effect.

**12.18.** **Counterparts**. The Agreement, or portions thereof, may be executed in several counterparts and, if applicable, by each party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.

**Exhibit A**

**Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction**

| **Customer Location*** | **Trimble Entity and Notice Address**** | **Governing Law** | **Exclusive Venue/Jurisdiction** |
|---|---|---|---|
| United States | Trimble Inc.<br>10368 Westmoor Drive<br>Westminster, CO 80021 USA | State of Delaware | State and Federal Courts located in Wilmington, Delaware, USA |
| Australia | Trimble Australia Pty. Ltd. Deutsche Bank Place<br>Level 5 126-130 Philip St.<br>Sydney, NSW 2000, Australia | New South Wales | Courts in Sydney, NSW, Australia |
| Belgium | Trimble Belgium BV,<br>Geldenaaksebaan 329 3001<br>Leuven, Belgium | Belgium | Courts in Brussels, Belgium |
| Canada | Trimble Canada Corporation 600-1741 Lower Water Street<br>Halifax, Nova Scotia B3J 0J2, Canada | Province of Ontario, and the federal laws of Canada applicable therein | Provincial and federal courts located in Toronto, Ontario |
| Finland | Trimble Finland Oy,<br>Hatsinanpuisto 8,<br>02600 Espoo, Finland | Finland | Courts in Helsinki, Finland |
| France | Trimble France S.A.S. 1 quai Gabriel Péri<br>94340 Joinville-le-Pont, France | France | Courts in Paris, France |
| Germany | Trimble Germany GmbH, Am Prime Parc 11, 65479<br>Raunheim Germany | Germany | Courts in Frankfurt/Main, Germany |
| United Kingdom | Trimble UK Limited 1 Bath Street, Ipswich,<br>Suffolk IP2 8SD | England and Wales | Courts of England and Wales |
| Any other country or geography not specified above | Trimble Europe B.V.<br>Industrieweg 187a, 5683 CC Best,<br>The Netherlands | The Netherlands | Courts of Amsterdam, the Netherlands |

** Customer location is Customer's billing address specified on the Order, or if none, then the address provided by Customer to Trimble when registering its online account.*

*** Addresses for Trimble entities not listed shall be as set forth on the Order or SOW. See additional required notice address for Trimble in Section 12.5 (Notices).*

**Exhibit B**

**Region-Specific Terms**

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- Australia
- France
- The Netherlands
- Germany


***Australia***

For Customer who purchase Offerings in Australia, the following provisions apply:

(a) For the purposes of this section, "**Australian Consumer Law**" means the Australian Consumer Law set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time, and "**Non-excludable Condition**" means the consumer guarantees, warranties, rights, or remedies under the Australian Consumer Law that cannot be limited, excluded, restricted, or modified, and to which Customer may be entitled.

(b) To the extent permitted by Law, Trimble's liability in relation to breach of any such Non-excludable Condition shall be limited, at its option, as follows: (i) in the case of the goods, to repairing or replacing the goods, supplying equivalent goods, or paying the costs of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of the services, to re-supplying the services or paying the cost of re-supplying the services.

(c) Nothing in the Agreement excludes, restricts or modifies any Non-excludable Condition.

(d) Nothing in the Agreement is intended to derogate from Trimble's obligations under the *Privacy Act 1988* (Cth) as amended from time to time.

(e) Where Order(s) are a "Small Business Contract" within the meaning of the Australian Consumer Law:

- Trimble shall not accelerate Customer's unbilled future fees under any Order(s);
- Customer's indemnification obligations under the Agreement are reduced to the extent Trimble's acts or omissions contributed to or caused the claims, costs, damages, losses, liabilities, and expenses suffered by Customer;
- Trimble's liability in relation to breach of any Non-excludable Condition will be an Excluded Claim; and
- No dispute or legal action arising under the Agreement may be brought by either party more than three years after such cause of action accrued.

***France***

Section 3.4 is hereby amended and restated to read as follows:

Section 3.4 Late payments will bear interest at the rate of 1.5% per month or the minimum rate allowed by Law (currently three (3) times the legal interest rate), whichever is higher, measured from the date on which the sums concerned became due until the date on which full payment is received. Collection fees of a minimum amount of 40 € will be added in accordance with Article L. 441-10.II of the Commercial Code. Customer will be liable for all other costs of collection of past due amounts (including court costs and attorney's fees incurred by Trimble). If the Customer does not dispute an invoice amount in writing by the due date of the invoice, the Customer shall be deemed to have acknowledged the accuracy of such invoice and waived its right to dispute it. A dispute over part of an invoice or amount due shall entitle the Customer to withhold or delay payment of the disputed part only.

The following is hereby added as Section 7.1 (e ):

(e) EACH PARTY HEREBY HAS AN OBLIGATION TO LIMIT THE DAMAGES IT MAY SUFFER IN THE EVENT OF A BREACH OF ITS OBLIGATIONS BY THE OTHER PARTY.

***The Netherlands***

The provisions of Section 4.2 (Termination) are the sole grounds for the termination of the Agreement, and to the extent permitted by Law, the right of Customer to rescind the Agreement and claim damages on the basis of statutory Law (including but not limited to sec. 6:265 Dutch Civil Code) is excluded.

**THE LIMITATION OF LIABILITY IN SECTION 7 FOR A PERIOD OF 12 MONTHS EXPRESSLY INCLUDES ANY OBLIGATION TO PAY COMPENSATION UNDER A WARRANTY MENTIONED IN THESE TERMS OR RELATED CONTRACTS OR DOCUMENTS AND THE RESTITUTION OBLIGATIONS (*ONDEDAANMAKINGSVERPLICHTINGEN*) AND INDEMNIFY FOR DAMAGES. LIABILITY FOR DEATH**

**OR PERSONAL INJURY SHALL NOT EXCEED EUR 1.250.000.**

The applicability of section 6:227b subsection 1 and section 6:227c subsection 1 of the Dutch Civil Code are excluded in any Agreement between Trimble and any person who is not a consumer.

***Germany***

If German law applies to this Agreement, the following terms are incorporated into the General Terms:

1. **With regards to section 3.4**, it is recorded that, according to applicable law and provided that no consumer is the counterparty of the Agreement, the enforceable maximum interest rate is nine (9) percent above the base interest rate. The maximum interest rate applies if the statutory requirements for default (*Verzug)* are fulfilled.
2. **With regards to section Ziffer 4.2** it is clarified that the statutorily available rights to terminate extraordinarily or without notice period remain unaffected.
3. **The following applies regarding section 6:** Section 6 will not apply. With regards to warranty (Gewährleistung) the relevant provisions of Trimble's Supplemental Terms apply. In addition, unless this is explicitly agreed in writing, it is not intended that Trimble provides a guarantee that exceeds complements the statutory provisions (*gesetzliche Gewährleistung)*.
4. **With regard to paragraph 7 :**instead of Section 7 (limitation of liability) only the following provisions apply:
    - Trimble is liable for damages of the Customer that were caused intentionally or through gross negligence, that is the result of failure to deliver on an explicit, written guarantee, that is based on a culpable breach of essential contractual obligations (so-called cardinal obligations), that is the result of a culpable injury to health, body or life or for which liability is provided for under the Product Liability Act or another mandatory legal regulation, in accordance with the statutory provisions.
    - Cardinal obligations are those contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer can regularly rely, and whose violation, on the other hand, endangers the achievement of the purpose of the contract.
    - In the event of a breach of a cardinal obligation, liability - to the extent that the damage is based solely on slight or normal negligence and does not affect life, limb or health - is limited to damage that typically arises in the context of the delivery of such software as purchased by the customer and must be expected foreseeably.
    - Any further liability – regardless of the legal basis – of both Trimble and Trimble's vicarious agents and vicarious agents is excluded.
    - If damage to the customer results from the loss of data, Trimble is only liable if the damage could not have been avoided if the customer had normally backed up the data in question.
5. **Regarding Section 11** Deviating from Section 11.4, it is agreed that the parties also conclude the DPA linked under https://www.trimble.com/privacy or a successor URL when concluding this Agreement. Upon request, the Customer can request that a signed copy be sent. The transfer of personal data from Trimble facilities in Europe, acting as data exporter, to Trimble facilities in the United States, acting as data importer, is governed by Standard Contractual Clauses, which are available at the same URL or upon written request to Trimble.
6. **With regard to clause 12.1** In addition to Section 12. 1, it is stipulated that in the event of a change, the customer is granted an immediate and unconditional right of termination.
7. **With regard to clause 12.9.**
    - The following section applies instead of section 12.9.
        - Governing Law and Venue; Waiver of Jury Trial. The Agreement and any dispute, claim or controversy arising therefrom shall be governed exclusively by the laws of the jurisdiction applicable to Customer's location as set forth in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Governing Law", without Consideration or application of conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All claims, matters and disputes arising from the agreement are subject to the customer if the customer is a merchant, a legal entity under public law or a special fund under public law or he does not have a general place of jurisdiction in the Federal Republic of Germany the sole and exclusive jurisdiction and venue set out in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Exclusive Jurisdiction/Venue".
        - **Regarding paragraph 12.15.**Clause 12.15 does not apply.

**Addendum #3**

**Supplemental Terms for Software and Subscriptions**
*Version 1.2 (Last Updated: May 1, 2024)*

**1. Definitions.** Capitalized terms not defined herein have the meanings given in the General Terms.
1.1. "**Active Project**" means any Project on which the Software may be used by Customer during any Annual Subscription Term.
1.2. "**Annual Subscription Term**" means each 12-month period of a Subscription Term.
1.3. "**Anonymized Data**" means any data collected in connection with the Offerings (including Customer Data) that has been aggregated and/or de- identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.
1.4. "**Authorized User**" means any employee of Customer and, unless prohibited by Trimble in the Order, Documentation, or any Supplemental Terms, individuals who are contractors or consultants of Customer or employees, contractors, or consultants of Customer's Affiliates authorized by Customer to access and use the Offerings on Customer's behalf in accordance with the Agreement, including, without limitation, Section 6.6 (Third- Party Access) and Section 9 (Confidentiality).
1.5. "**Correction Services**" means subscription-based services that provide GNSS position correction data.
1.6. "**Concurrent User**" means any type of User authorized by Customer to access and use the Offerings on Customer's behalf simultaneously at a given point in time.
1.7. "**Customer Data**" means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Offerings or that is created or generated by Customer through Customer's use of the Offerings, including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform. For clarity, Customer Data expressly excludes Usage Data.
1.8. "**Customer Group**" means Customer's business units, Affiliates, or Joint Ventures, if any, listed in the Order that may authorize Authorized Users to use the Offerings on behalf of those business units, Affiliates, or Joint Ventures.
1.9. "**Gross Annual Revenue**" or "**GAR**" means Customer's (and Customer Group's, if applicable) income and revenue from all sources, before expenses or taxes, calculated on an annual basis according to generally accepted accounting principles and as reported in company financial statements. The various equivalent definitions may be used interchangeably.
1.10. "**Joint Venture**" means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.
1.11. "**License Keys**" means electronic passwords, authorization codes, or other enabling mechanisms provided for use with the Offerings.
1.12. "**Named User**" means any type of Authorized User designated by Customer by name or other identifier to access and use the Offerings on Customer's behalf.
1.13. "**Prohibited Data**" means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); (c) information subject to regulation or protection under the Children's Online Privacy Protection Act or Gramm-Leach Bliley Act, or (d) any other information which is regulated under Laws and is not required for use of the Software for its intended purpose.
1.14. "**Project**" means the initiation, delivery, operations, and maintenance of a construction project.
1.15. "**Provision Date**" means the date on which Trimble first provides access to the Offerings. For an Offering bundle comprised of multiple Software, the Provision Date will be the date on which the entire Offering bundle becomes fully provisioned.
1.16. "**Subscription**" means access to any Software, Support, Correction Services, content, data, or other information, in each case made available for the applicable Subscription Term(s).
1.17. "**Support Terms**" means the then-current Supplemental Terms for Support and Maintenance available at https://www.trimble.com/en/legal/customer-terms or any successor url.
1.18. "**Third-Party Materials**" means any third-party data, content, or proprietary software. Third-Party Materials is not part of Software.
1.19. "**Project Budget**" means the total projected cost allocated to carry out, manage, and complete one or more Active Project(s) over the entire Subscription Term. The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
1.20. "**Total Project Value**" or "**Project Value**" means Project Budget divided by the number of Annual Subscription Terms in the Subscription Term (and not any renewal). The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
1.21. "**Usage Limitations**" means Customer's authorized scope of use for the Offerings as specified in the applicable Order, Supplemental Terms, or Documentation, which may include any user (e.g., Named User, Concurrent User, etc.), seat, copy, instance, data storage, CPU, computer, field of use, location, project, or other restrictions.
1.22. "**Usage Data**" means Trimble's technical logs, data, and learnings about Customer's use of the Offerings, excluding Customer Data.

**2. Generally**
2.1 Offerings.
(a) Subscriptions (other than Licensed Software). Customer may access and use the Subscriptions during the Subscription Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Unless otherwise specified by Trimble, any Licensed Software provided with a Subscription is subject to the terms applicable to Licensed Software under the Agreement.
(b) Licensed Software. Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during Term, to install, copy, and use the Licensed Software on systems or devices under Customer's control only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Licensed Software is licensed, not sold. Any Licensed Software deployed through hosting services delivered by Trimble are subject to the terms and conditions applicable to Licensed Software.
2.2 Authorized Users. Only Authorized Users may access or use the Offerings. User IDs are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users' compliance with the Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use an Offering on Customer's behalf, Customer will promptly de-activate such Authorized User's access. Unless expressly permitted in the Order,

Supplemental Terms, or Documentation, Customer may not transfer Authorized User status from one individual to another. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.

2.3. Restrictions. Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Offerings to a third party; (b) use the Offerings on behalf of, or to provide any product or service outside of Customer's regular course of business, to, third parties; (c) use the Offerings to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Offerings, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Offerings or copy any element of the Offerings (other than in connection with making copies of Licensed Software authorized under the Agreement); (f) remove or obscure any proprietary notices in the Offerings; (g) publish benchmarks or performance information about the Offerings, except to the extent expressly permitted by Law; (h) interfere with the Offerings' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Offerings; (i) transmit any viruses or other harmful materials to the Offerings; (j) submit to the Offerings any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the Offerings to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Offerings to advertise, offer to sell or buy goods, or otherwise for business promotional purposes; (l) for Licensed Software, unless expressly permitted in the Order, Supplemental Terms, or the Documentation, use or host any Licensed Software in a virtual server environment, or (m) for Corrections Services, re-broadcast the Corrections Services without the prior written consent of Trimble.

2.4 Free Versions; Trials and Betas. "**Free Versions**" means any Offerings made available to Customer for use without a fee. "**Trials and Betas**" means any Offerings or any features thereof made available on an evaluation or trial basis or as an alpha, beta, Labs or other early access offering, in any case free or otherwise. Unless otherwise set forth in the Documentation or the Agreement, Customer may only use Free Versions in a non-production environment and for non-commercial purposes, and Trials and Betas may only be used solely for Customer's internal evaluation to determine whether to purchase a license or subscription to the Offerings. The evaluation term for Trials and Betas shall be 30 days unless otherwise designated by Trimble in writing. Free Versions and Trials and Betas are optional, and Trimble may cease making available such Offerings at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. In the event Customer has purchased Services related to any Free Version or Trial and Beta, any unused Services upon any termination or expiration of the applicable term for the Free Version or Trial and Beta shall be forfeit. **Notwithstanding anything else in the Agreement: (a) Trimble has no obligation to retain Customer Data used with Free Versions and Trials and Betas; (b) Trimble provides the Free Versions and Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support; (c) Trimble's liability for Free Versions and Trials and Betas will not exceed US$50, and (d) either party may terminate access to a Free Version or Trial and Beta, for any reason or no reason, immediately upon written notice to the other party.**

2.5 Educational Versions. For any version of the Offerings designated as "educational," or a similar term, Customer may use the Offerings solely for educational purposes - e.g., by an instructor or a student at an educational institution and while engaged in educational work. Such educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.

2.6 Delivery. Offerings and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which the Offering and License Key, if any, are first made available to Customer.

2.7 Software Activation and Metering; Audits.

(a) Offerings may gather and transmit to Trimble license usage, compliance, and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Offerings. Trimble may use the foregoing information to validate the authenticity of Authorized Users, to confirm Customer's compliance with the Agreement, to register the Offerings, to monitor and validate compliance with Usage Limitations, for license metering, and to protect Trimble against unlicensed or illegal use of the Offerings.

(b) Upon Trimble's written request, Customer shall certify in writing that its use of the Offerings is in full compliance with the Agreement (including any Usage Limitations). In addition to the other license compliance monitoring rights in the Agreement, Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Customer's records and use of the Offerings to confirm Customer's compliance with the Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with Customer's business activities. Customer is responsible for such audit costs only in the event the audit reveals that the use is not in accordance with the Usage Limitations or other licensed scope of use and for unpaid fees. Customer shall promptly pay all unpaid fees.

**3. Data Usage and Ownership**.

3.1 Ownership. Except for Trimble's limited rights set forth in the Agreement, as between the parties, Customer retains all Intellectual Property Rights in Customer Data. Trimble owns all Intellectual Property Rights in Anonymized Data and Usage Data.

3.2. Limited Usage Rights. Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Offerings, Support, and Services to Customer; (ii) to create Anonymized Data; (iii) to use and disclose Customer Data as otherwise permitted pursuant to the Agreement or any written consent or instructions of Customer; and, (iv) subject to Trimble's confidentiality obligations in Section 9 (Confidentiality) of the General Terms and all applicable Data Protection Legislation, to use Customer Data in perpetuity to develop, maintain, and improve the products, software, and services of Trimble or its Affiliates, including, without limitation, analytics, model training, and machine learning.

3.3 Access. Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Order, Supplemental Terms, or the Documentation, or the parties agree otherwise in writing.

3.4 Confidentiality. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 3 (Data Usage and Ownership), the terms of this Section 3 (Data Usage and Ownership) will control.

**4. Customer Obligations**.

4.1 Dependencies and Compatibilities. If Customer enables Dependencies or Compatibilities with an Offering, Trimble may access and exchange

Customer Data with the Dependencies or Compatibilities on Customer's behalf. Trimble will have no liability or obligations under the Agreement with respect to how any Dependencies or Compatibilities uses or processes Customer Data. If Trimble hosts any Dependency or Compatibilities at Customer's request, Customer represents and warrants to Trimble that Customer has all rights necessary. Trimble may charge additional fees for such hosting services.

4.2 No Prohibited Data. Customer will not use the Offerings with Prohibited Data. Customer acknowledges that the Offerings are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA.

4.3 Customer Data. Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Offerings and grant Trimble the rights in Section 3 (Data Use and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data. If Customer utilizes data fields available in the Offerings to store data not required for the normal use and operation of the Offerings for their intended purpose, Customer agrees that Trimble is not responsible for, and will not be liable in any manner for such data, and Customer assumes all risks associated with, and agrees to hold Trimble harmless from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) related to or arising from, Customer's use of data fields to store such data.

4.4 Excluded Claims. In addition to the Excluded Claims stated Section 7 (Limitation of Liability) in the General Terms, the following shall also be Excluded Claims for purposes of the Agreement: Section 10 (Indemnification) of these Software Terms and any breaches of Sections 2.3 (Restrictions) or Section 4 (Customer Obligations) of these Software Terms.

4.5 License Compliance. Customer shall promptly notify Trimble if Customer become aware of (i) any breach of confidentiality obligations regarding the Offerings, or (ii) any infringement (whether actual or alleged) of Trimble's intellectual property rights in the Offerings, or (iii) any unauthorized use of the Offerings by any person, and provide reasonable assistance to Trimble in connection with any suit or proceeding relating to such events.

4.6. Usage Limitations. Customer will comply with all Usage Limitations. If Customer exceeds the Usage Limitations during the Term, Trimble may invoice Customer for the use that exceeded the applicable Usage Limitations at Trimble's then-current list price, and Customer shall pay in accordance with the Agreement. The parties may also agree on a Usage Limitation adjustment, in which case Customer must sign a new Order and pay the applicable fees.

4.7 Fee Criteria. If the Order states Software is made available based on GAR, Project Budget, Total Project Value, population, specific-department usage, Affiliate-limitations, or similar criteria (any such criteria, the "**Fee Criteria**"), the fees for that Software are calculated based on that Fee Criteria as of the date of Order issuance by Trimble. Unless otherwise provided the Order, if the Fee Criteria increases by more than 10% during the Subscription Term, (i) Customer shall promptly notify Trimble in writing, (ii) Trimble has the right to adjust such fees based on changes in the Fee Criteria and its then-current list price for that Software (including on a prorated basis for the current term), and (iii) Customer shall pay any applicable additional fees upon receipt of the invoice in accordance with the Agreement. At the request of Trimble, Customer will promptly provide documentation satisfactory to Trimble evidencing Customer's then-applicable Fee Criteria.

**5. Suspension of Access**. Trimble may suspend Customer's access to an Offering, without liability, and in whole or in part, if (a) Customer breaches any Usage Limitations, Sections 2.2 (Authorized Users), 2.3 (Restrictions), 4 (Customer Obligations) or 6.2 (Offering Content); (b) Customer's account is five (5) business days or more overdue; or (c) immediately if Customer or any of its Authorized Users' acts or omissions threaten the integrity, availability, or security of the Offerings or Trimble's systems, products, or infrastructure (provided Trimble will use commercially reasonable efforts to provide Customer with advance notice of such suspension where Trimble determines exigent circumstances do not exist). Trimble will lift such suspension once the related issue or failure is cured to Trimble's reasonable satisfaction. Fees will continue to apply during the suspension period. Customer may be prohibited from entering new Customer Data or processing or accessing existing Customer Data and data reports during the suspension period. If Customer attempts to access or manipulate Customer Data utilizing third-party software during suspension, Trimble disclaims and Customer holds Trimble harmless from any responsibility or liability relating to lost or altered Customer Data or related damages.

**6. Certain Features.** The following provisions apply to the extent applicable to the Offerings.

6.1 Third-Party Materials. The Offerings may provide Customer with access to Third-Party Materials. Third-Party Materials are not part of the Offerings. To the extent specified by Trimble (including in any Supplemental Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions ("**Third-Party Terms**"). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer's right to access any features of the Offerings that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer's authorized use of the Offerings in accordance with the Agreement.

6.2 Offering Content. "**Offering Content**" shall be any Trimble IP or Third-Party Materials made available as data or information through the Offering, whether included as part of the Offering or as a separate subscription. Any Offering Content that is Trimble IP will be deemed part of the Offering. Any Offering Content that is Third-Party Materials shall be subject to any applicable Third-Party Terms. If no Third-Party Terms apply, then unless otherwise authorized by Trimble in writing or the applicable Documentation, such Third-Party Materials, and any derivative thereof, may only be used or accessed by an Authorized User. Third-Party Materials will be used solely for Customer's internal purposes during the Term and must be accessed pursuant to a manual Authorized User request. Customer will not: (i) access, extract, or download any Third-Party Materials, or portions thereof, in batch or en masse by any means; (ii) use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information; (iii) sell, offer to sell, rent, sublicense, or transfer any copies of theThird-Party Materials, or portions thereof, to a third party or allow a third party to use the Third-Party Materials; (iv) use the Third-Party Materials to develop services or products for sale or include any portion of the Third-Party Materials in any product or service; (v) use any portion of the Third-Party Materials to create a competitive service, product, or technology; (vi) recreate the Third-Party Materials or create otherwise a separate database or other repository of Third-Party Materials; (vii) use Third-Party Materials to train, augment, or correct another database or information repository; (viii) unless other specified in the Documentation, permit any individual other than an Authorized User to access or use the Offering Content and any derivative thereof, or (ix)

make any portion of the Third-Party Materials available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Third-Party Materials.
6.3 Open Source. The Offerings may incorporate third-party open source software ("**Open Source**"), as listed in the Documentation or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of the Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of the Agreement.
6.4 Third-Party Application Stores.
(a) Purchase from Application Store. If Customer obtains the Offering (or portions thereof) through a third-party application store, marketplace, or other site or service (each, an "**Application Store**"), such Application Store is considered a reseller. All fees are non-refundable once paid. Customer's download of the Offering may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Offering.
(b) Apple-Specific Terms. If Customer downloaded the Offering from Apple Inc.'s ("**Apple**") Application Store, the following terms are part of the Agreement. The Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third-party beneficiaries of the Agreement and will have the right (and will be deemed to have accepted the right) to enforce the Agreement against Customer as a third-party beneficiary. To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Offering, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Trimble's responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Offering. As between Trimble and Apple, Trimble is solely responsible for the Offering and for addressing any claims Customer or any third parties have about the Offering or Customer's possession or use of the Offering, including without limitation (i) product liability claims; (ii) any claim that the Offering fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Offering or Customer's possession or use of the Offering infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.
6.5 Security for SaaS or Hosting Services for Licensed Software. This Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) applies to Offerings that are SaaS or hosting services for Licensed Software. During the Term, Trimble or its third party hosting provider(s) will use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to protect (a) the security, confidentiality, and integrity of Customer Data; (b) against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) against unauthorized access to or use of Customer Data; and (d) against unlawful processing, accidental destruction, or loss of Customer Data. In the event Trimble is not in breach of the foregoing obligations and an unauthorized third party nonetheless gains access to the Customer Data, such disclosure of Customer Data in such circumstances shall not be a breach of Section 9 (Confidentiality) of the General Terms. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software), the terms of this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) will control.
6.6 Third-Party Access.
(a) Generally. Customer authorizes Trimble to grant access to its instances of the Offerings and share Customer Data with any third-party Authorized Users or as otherwise instructed by Customer. Customer is solely responsible for such third-parties' compliance with the Agreement and for any and all acts or omissions of any such third parties. Such third parties are considered Representatives, as that term is defined and used in Section 9 (Confidentiality) of the General Transaction Terms. Such third parties are not intended third-party beneficiaries under the Agreement. Trimble shall have no liability for any act or omission of any such third party, including by way of access or use of the Offerings or Customer Data. Such third-party access or use of the Offerings must be solely and exclusively for the benefit of Customer (or its Affiliates, if applicable), and any other purpose is prohibited. For clarity, as between Customer and any such third parties, any data or other information uploaded by such third party to the Offerings on Customer's behalf will be deemed Customer Data of Customer.
(b) Customer as a Third-Party. In the event that Customer is invited to access an Offering as a third party, any data or other information uploaded by Customer on behalf of such third party shall be deemed "Customer Data" of such third party.

**7. Support.** If Customer is eligible for Support and pays any applicable fees, Trimble will make such Support available in accordance with the Support Terms or as Trimble may otherwise expressly provide in writing. Unless otherwise set forth in writing by Trimble, Support is not available for Free Versions or Trials and Betas.

**8. Term and Termination.**
8.1 Perpetual License. If Customer purchases a perpetual license to Licensed Software, Customer's license to the Licensed Software will continue in perpetuity subject to the terms and conditions of the Agreement. Support for Licensed Software is purchased separately unless otherwise indicated by Trimble in writing or on an Order.
8.2 Subscriptions.
(a) Subscription Term. If Customer purchases access to a SaaS or a license to Licensed Software for a limited period of time, the duration of the initial term and any renewals are as set forth in the Order (collectively, the "**Subscription Term(s)**"). Notwithstanding anything to the contrary in the Order, the start date for each Subscription Term for each Offering will begin on the Provision Date for that Offering. For clarity, each Offering may have a different Provision Date.
(b) Additional Subscriptions. If Customer previously purchased one or more Subscriptions for a particular Offering ("**Existing Subscription**(s)") and subsequently purchases one or more additional Subscriptions (for any Offering) while the Existing Subscription(s) is in effect (the "**Additional Subscription**(s)"), the duration of the Subscription Term for the Additional Subscription will be as set forth in the Order. Unless otherwise set forth by Trimble in writing, all Customer's Subscriptions shall have the same end date and Trimble may invoice all fees for all such Subscriptions on a single invoice.
8.3 Effect of Termination. Upon expiration or termination of the Agreement or the Order, Customer's right to use the Offerings will cease and Customer will immediately cease any and all use of and access to the Offerings and will delete (or, upon request, return) all copies of any Offerings. At the disclosing party's request upon expiration or termination of the Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 3 (Date Usage and Ownership)). Customer Data and other

Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to the Agreement's confidentiality restrictions.

8.4 Survival. In reference to Section 4.3 of the General Terms (Survival), the following Sections of these Software Terms survive any expiration or termination of the Agreement: 1 (Definitions), 2.3 (Restrictions), 3.1 (Data Usage and Ownership), 4 (Customer Obligations), 8.3 (Effect of Termination), 8.4 (Survival), 9.3 (Additional Disclaimers), and 10 (Indemnification). Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

**9. Warranties and Additional Disclaimers**.

9.1 Limited Warranty. Subject to the Agreement and any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period, the Offerings will perform materially as described in the Documentation. The "**Warranty Period**" is (a) 90 days for Licensed Software licensed on a perpetual basis, and (b) for the duration of the applicable Subscription Term, for any Subscriptions. Notwithstanding the foregoing, Trimble makes no warranties with respect to Correction Services, which are provided as-is and as-available.

9.2 Warranty Remedy.

(a) If the Offering fails to conform to Section 9.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. For any such claims reported by Customer within such period that Trimble determines are valid, Trimble will correct such non-conformity by issuing corrected instructions, a restriction, or a bypass, or by replacing the Offerings, at Trimble's option. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy, and Trimble's entire liability, for the failure of the Offerings to conform to the warranty in Section 9.1 (Limited Warranty).

(b) The foregoing limited warranty only applies if and to the extent that (i) any Offering associated with the warranty is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (ii) any Offerings associated with the warranty is not modified or misused. The foregoing limited warranty does not apply to (1) issues caused by unauthorized use or modifications; (2) unsupported or unauthorized versions of any Offerings; (3) operating the Offerings under any specification other than, or in addition to, the Documentation; (4) issues in or resulting from Dependencies, Compatibilities, or third-party systems, products, or services; or (5) Free Versions, Trials and Betas or other similar versions.

9.3 Additional Disclaimers. Trimble makes the following disclaimers in addition to Section 6 (Warranty Disclaimer) in the General Terms.

(a) **General**. **TRIMBLE MAKES NO EXPRESS WARRANTY THAT CUSTOMER'S USE OF THE OFFERINGS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER MALWARE OR PROGRAM LIMITATIONS; THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY; OR THAT TRIMBLE WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET, SATELLITES, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE TRIMBLE'S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE OFFERINGS OR CUSTOMER'S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER'S USE OF THE OFFERINGS. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE OFFERINGS AND THE SELECTION OF THE OFFERINGS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE OFFERINGS OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE OFFERINGS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD. NOTWITHSTANDING THE FOREGOING, TRIMBLE SHALL BE LIABLE FOR ANY LOSS, DESTRUCTION, ALTERATION, OR UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA CAUSED BY TRIMBLE'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF THE SECURITY OBLIGATIONS SET FORTH IN THE AGREEMENT.**

(b) Correction Services Disclaimers. Customer acknowledges that the Correction Services and related network access are subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, limitations or lack of coverage of the underlying carrier service and other natural or manmade conditions. Additionally, motor and ignition noise, metal shielding, and interference by users of the same or adjacent radio channels may limit or interfere with Correction Services. Trimble is not responsible for the operation or failure of operation of GNSS satellites or the availability of GNSS satellite signals.

(c) Third-Party Materials. Third-Party Materials are provided "AS IS" and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials. Trimble and its suppliers make no warranty or guarantee with respect to any Third-Party Materials, including regarding their accuracy or continued availability or compatibility.

(d) Dependencies and Compatibilities. Trimble makes no warranty or guarantee with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control, including their continued availability or compatibility.

(e) Prohibited Data. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with Prohibited Data.

**10. Indemnification**. Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) any Customer Data, Dependencies, or Compatibilities, or (b) Customer's breach of Sections 2.3 (Restrictions), 4 (Customer Obligations), 6.1 (Third-Party Materials), 6.2 (Offering Content), or 6.4 (Third-Party Application Stores) (each, a "**Claim**"). Trimble will give Customer prompt written notice of any Claim and will cooperate in relation to the Claim at Customer's expense. Customer will have the exclusive right to control and settle any Claim, except that Customer may not settle a Claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability, pay any amounts or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any Claim at its expense.

**11. Government End-Users.** Elements of the Offerings are commercial computer software. If the user or licensee of the Offerings is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings or any related documentation of any kind, including technical data and manuals, is restricted by the terms of the Agreement in

accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Offerings were developed fully at private expense. All other use is prohibited.

**12. Region-Specific Terms - France.** Solely for purposes of Customers who's billing address is in France, the following shall apply: Prohibited Data included any patient, medical or other protected health information regulated by the French Public Health Code and the GDPR; and Customer's grant of rights in Section 3.1 (Generally) shall be for so long as the Customer Data is protected by intellectual property law.

**Addendum #4**

**Supplemental Terms for Support and Maintenance**

*Version 1.0 (Last Updated: April 3, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

**1. Scope.** Provided that Customer has paid the applicable fees, Trimble shall provide the Support described in these Support Terms during the Maintenance Term (as defined below). The "**Maintenance Term**" shall be: (a) for Support for SaaS or Licensed Software licensed for a limited term, the applicable Subscription Term, and (b) for Support for Licensed Software licensed on a perpetual basis, the term specified in the Order, or if not specified, for a period of one (1) year.

**2. Support.**

2.1 During the applicable Maintenance Term, Trimble shall use reasonable efforts to correct or provide a workaround for any reproducible programming error in the Software attributable to Trimble with a level of effort commensurate with the severity of the error, as reasonably determined by Trimble. Upon identification of any programming error, Customer shall promptly notify Trimble of such error and shall provide Trimble with enough information to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2.2 For certain Software, Trimble may provide additional or different support services or procedures as set forth in the applicable Documentation, support handbook, or other written documentation provided by Trimble, if any (collectively, the "**Additional Support Documentation**"). If there is any conflict between these Support Terms and such Additional Support Documentation with respect to the description of support services, requirements or procedures, the provisions of such Additional Support Documentation will prevail. Customer agrees and acknowledges that Trimble may use third parties to provide Support on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer's information and data to perform the Support for Customer.

**3. Licensed Software Updates and Upgrades.** During the applicable Maintenance Term, Customer shall be entitled to receive all upgrades and updates to the Software that are publicly released by Trimble. The contents and timing of all upgrades and updates will be decided by Trimble in its sole discretion. Any such updates and upgrades will be deemed to be "Software" and licensed under the terms and conditions of the Agreement, including any applicable software end user terms or license agreement. Updates and upgrades exclude (a) new versions of the Software (e.g., a change to the left of the decimal in the version number [e.g., 1.x to 2.x] or otherwise designated by Trimble), and (b) any separate modules and other functionality for which Trimble charges a separate fee.

**4. Limitations and Exceptions.** The following matters are not covered (and Trimble will not have any obligations with respect to such matters) pursuant to these Support Terms:

4.1. Any Software for which applicable fees have not been paid;
4.2. Any problem resulting from the misuse, improper use, alteration, or damage of the Software;
4.2. Any problem resulting from improper or inadequate installation, maintenance, or storage of the Software;
4.3. Any problem caused by modifications of the Software not made or authorized by Trimble;
4.4. Any problem resulting from any hardware or software in either case not developed or supported by by Trimble, including, without limitation: any computers, tablets, disk drives, operating systems, network hardware or software, database, or any other hardware or third-party software;
4.5. Any problem resulting from the combination of the Software with other programming or equipment to the extent that such combination has not been approved by Trimble; and
4.6. Errors in any version of the Software other than the most recent release, provided that Trimble will continue to provide Support for superseded releases for a reasonable period (not to exceed ninety (90) days).

Support excludes on-site visits, installation and training, file conversion, optional products and services, directories, consulting services, shipping charges, or any recommended hardware.

**5. Termination or Expiration.** Support will automatically terminate with respect to any Software that is no longer licensed for use as a result of expiration or termination of the Agreement, or replacement of the applicable Software with new releases.

**Additional Support Documentation**

*Version 1.1*

1. Generally.
   1.1. Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Offering attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 3 (Severity Priority Levels) below.
   1.2. For certain Offerings as set forth in Section 2 below, Trimble may provide a customer support portal (the "**Support Portal**"), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Supportal Portal, the terms herein shall govern.
   1.3. For certain Offerings as set forth in Section 2 below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, a "**Authorized Support Contact**"). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Offerings necessary to assist Trimble as needed.
   1.4. Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2. Support Portals. Support portals with information about reporting and general availability are described below.

| Offering | Support Portal* | Authorized Support Contacts Only?** |
|---|---|---|
| Trimble Unity | https://assetlifecycle.trimble.com/en/learn/support | Yes |

** Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.*

*** For any Products that do not require an Authorized Support Contact, any Authorized User of Customer may contact support.*

**3.** Severity Priority Levels. As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith. Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

| Priority Level* | Priority Criteria | Target Response Goal** | Level of Effort for Resolution |
|---|---|---|---|
| P1 | most urgent and impactful | ½ hour | Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around. |
| P2 | urgent and impactful, but usually has an acceptable temporary workaround | ½ hour | Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around. |
| P3 | important, but not urgent and impactful | 4 hrs | Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around. |
| P4 | a low priority, informational, or an enhancement request | 24 hrs | Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance. |

** See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.*

*** The use of the term "hour(s)" refers to business hours based on Trimble's regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). "Response" means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.*

| **Priority matrix** | | | | | |
|---|---|---|---|---|---|
| | | **Impact** | | | |
| | | **Widespread** | **Large** | **Localized** | **Individualized** |
| **Urgency** | **Critical** | P1 | P1 | P2 | P2 |
| | **High** | P1 | P2 | P2 | P3 |
| | **Medium** | P2 | P3 | P3 | P3 |
| | **Low** | P4 | P4 | P4 | P4 |

| **Definitions** | | |
|---|---|---|
| **Impact** | Impact is a measure of the number of users, sites, or devices affected. | **Widespread**. More than three quarters of users or devices are affected. |
| | | **Large**. (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected. |
| | | **Localized**. (1) A single site is affected or (2) less than one half of users or devices are affected. |
| | | **Individualized**. A single or a small number of users or devices are affected. |
| **Urgency** | Urgency is a measure of the severity of the issue on the Customer's operations. | **Critical**. Use of Offering as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer's operations (e.g., outage). |
| | | **High**. Use of Offering as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer's operations. |
| | | **Medium**. Use of Offering or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement. |
| | | **Low**. All other requests that are not the above. |

4. Additional Limitations and Conditions.

(a) Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Offering in a manner other than as authorized in the Agreement; (ii) conversions of Customer's databases to accommodate new hardware or software, (iii) Customer Data debugging or manipulation, (iv) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (v) implementation, report creation, onsite support, customizations (e.g., scripting

or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vi) any Offering where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.

(b) Customer must (i) require its personnel to obtain adequate training to operate the Offering, (ii) if required by Trimble for the particular Offering, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.

(c) For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials, Dependencies, or Compatibilities, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.

(d) If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.

**Addendum #5**

**Supplemental Terms for Services**

*(Training, e-learning content, implementation, configuration, and other services)*

*Version 1.0 (Last Updated: April 3, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Generally**. Trimble or its authorized service providers will use commercially reasonable efforts to provide Services to Customer as described in an Order or SOW. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble.
2. **Training and E-Learning.** For any Services consisting of delivery of training or e-learning (e.g., videos, manuals, etc.), any content made available by Trimble shall not be deemed a Deliverable (as defined below), notwithstanding anything in an Order or SOW to the contrary, and no Intellectual Property Rights therein are assigned or transferred to the Customer. Unless an Order or Documentation states otherwise, prepaid training and e-learning content will expire if not completed within six months from the effective date of the Order or SOW. Trimble reserves the right to reschedule training if it determines in good faith that attendance is not sufficient or the originally scheduled time or location are no longer feasible. If the Order states a date that Services must be completed by, such date is presented for illustrative purposes. The actual completion date for such Services will be provided on the invoice.
3. **Customer Materials**. Customer shall provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "**Customer Materials**") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Services. Client will be responsible for, and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Services, Trimble shall be excused from performance until such items or access are provided. Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Services. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.
4. **Customer Premises**. Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Services, if onsite performance of Services is needed and agreed to by Customer. Trimble personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the Services.
5. **Customer Dependencies**. Customer is responsible for taking all actions identified or described in the Agreement which are a condition for Trimble to provide Services. Should Customer's failure to take such actions result in a delay of Trimble against a delivery schedule, or result in additional provable costs incurred by Trimble, Trimble shall not be considered to be delayed in its obligations, and Trimble shall be entitled to payment of such additional costs.
6. **Deliverables**. "**Deliverable(s)**" shall mean any Trimble deliverables as expressly set forth on a SOW or Order. Trimble hereby grants Customer a worldwide, royalty-free, non-exclusive license to use the Deliverables for its internal business purposes in connection with the Offerings associated with such Deliverables and only for the period of time that Customer has ownership or authorized use of such Offerings. Unless expressly stated otherwise in the applicable Order or SOW, Trimble owns and will retain ownership (including all intellectual property rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including to the extent incorporating any Feedback). If the parties have agreed that Trimble will assign ownership of Deliverables to Customer, the relevant SOW must set forth the terms and conditions regarding such assignment.
7. **Limited Warranty**. Trimble will perform Services in a professional and workmanlike manner. If notified of a non-conformity within ten (10) days of delivery of the applicable Services, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-conforming Services, Trimble will, as its sole liability and obligation for failure to provide Services meeting this warranty, either (a) re-perform the non-conforming Services at no additional cost to Customer, or (b) issue a credit for any Services which Trimble identifies as non-conforming.
8. **Travel Expenses**. Trimble will invoice Customer for reasonable and pre-approved out-of-pocket travel expenses incurred in connection with performing Services. Expenses may be invoiced separately from fees and may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request.

9. **Other Offerings.** These Services Terms only apply to Services, and not to any other Offerings, even if such other Offerings are referenced in an Order or SOW. For clarity, all such other Offerings shall not be considered a Deliverable hereunder, and the provision thereof shall be governed by one or more separate agreements between Trimble and Customer.
10. **Non-Solicitation**. During the Term and for a period of 12 months thereafter, Customer, shall not, directly or indirectly, solicit, hire, engage, or attempt to do any of the foregoing, any person who was an employee or independent contractor of Trimble who provided Services to Customer, without Trimble's express prior written consent.

**Addendum #6**

**Supplemental Terms for Hardware**

*Version 1.0 (Last Updated: April 3, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Delivery**. Delivery times for Hardware are established when an Order is received and accepted by Trimble. Trimble will use commercially reasonable efforts to meet Customer's requested delivery dates, unless Customer is in default under the Agreement or Trimble's performance is otherwise excused (e.g., force majeure, etc.). Late delivery is not a basis for Customer's cancellation of any Order.

   Title and risk of loss or damage to the Hardware will pass to Customer upon delivery to Trimble's shipping carrier.. Trimble will deliver any shipment FCA (Incoterms 2020) from its warehouse. Customer will pay or reimburse Trimble for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges. Trimble may fulfill its delivery obligations for Hardware through an Affiliate and/or authorized reseller. Trimble reserves the right to make partial deliveries.

2. **Acceptance, Inspection, Notice of Nonconformance.** All Hardware will be deemed accepted by Customer upon delivery to Trimble's shipping carrier, subject to Customer's right to inspect and reject damaged Hardware or Hardware that do not conform to the Order within 10 days of delivery. It is Customer's responsibility to give Trimble prompt written notice of identified damage or non-conformance to the Order. If Customer retains the Hardware without giving notice within the designated period, it will be deemed to waive its right of rejection. The foregoing will not, however, prejudice Customer's warranty remedies as described in the applicable Hardware Terms.

3. **Limited Warranty.** Unless the Hardware comes with a limited warranty that provides otherwise, Trimble warrants to Customer, and only to Customer, that the Hardware is designed and manufactured to conform in all material respects to Trimble's specifications and all parts are and will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment. During the warranty period, Trimble's obligations in Section 7 (Sole Remedy; Warranty Procedure) are Customer's only and exclusive remedy for Hardware that Trimble reasonably determines does not meet the limited warranty, and is made subject to these Hardware Terms.

4. **Firmware.** Trimble hereby grants Customer a personal, non-exclusive, revocable, non-assignable right to access and use firmware solely as necessary to use the Hardware in accordance with the Documentation. During the limited warranty period, Customer will be entitled to receive such Fixes (as defined below) to the firmware that Trimble releases and makes commercially available and for which it does not charge separately, subject to the procedures for delivery to purchasers of Trimble products generally. Minor Updates (as defined below), Major Upgrades (as defined below), new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this fix process and limited warranty. Receipt of software fixes will not serve to extend the limited warranty period. **"Fix(es)"** means an error correction or other update created to fix a previous software version that does not substantially conform to its Trimble specifications; **"Minor Update"** occurs when enhancements are made to current features in software; and **"Major Upgrade"** occurs when significant new features are added to software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a Fix, Minor Update, Major Upgrade, new products, or substantially new software releases.

5. **Non-Trimble Manufactured Products.** Trimble will extend to Customer the manufacturer's warranty, if any, for all equipment and/or software products manufactured by another manufacturer and furnished by Trimble to Customer under such other manufacturer's brands. Customer acknowledges and agrees that Trimble shall not be responsible for separately warranting or supporting the equipment or software products of such other manufacturers.

6. **Warranty Exclusions.** The foregoing Hardware limited warranty will only apply in the event and to the extent that (a) the Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (b) the Hardware is not modified or misused. This limited warranty does not apply to, and Trimble shall not be responsible for defects or performance problems resulting from (i) the combination or use of the Hardware with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Trimble; (ii) the operation of the Hardware under any specification other than, or in addition to, the Documentation; (iii) the unauthorized installation, modification, repair or use of the Hardware; (iv) damage caused by accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside Hardware specifications), or exposure to environmental conditions for which the Hardware is not intended; (v) normal wear and tear on consumable parts (e.g., batteries) or (vi)

cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Hardware. **TRIMBLE MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS."**

7. **Sole Remedy; Warranty Procedure**. If the Hardware fails during the warranty period for reasons covered by this limited warranty and Customer notifies Trimble of such failure during the warranty period, Trimble will at its option repair or replace the nonconforming Hardware with new, equivalent to new, or reconditioned parts or Hardware or, if either of the foregoing is commercially impractical in Trimble's determination, refund the Hardware purchase price paid by Customer (excluding separate costs of installation, if any) upon Customer's return of the Hardware in accordance with Trimble's product return procedures then in effect. Any repaired or replaced Hardware will be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer. Warranty service will be provided at a designated Trimble service center or by an authorized Trimble service provider. Except as otherwise agreed by the parties, Customer shall be responsible for all shipping charges to the designated Trimble service center or authorized Trimble service provider.

8. **Determination of Warranty Applicability:** Trimble reserves the right to refuse warranty services if the Hardware date of purchase cannot be proven, if a claim is made outside the warranty period or if a claim is excluded from the warranty pursuant to the Terms. Following Trimble's examination of Customer's claim, Trimble will notify Customer of warranty status and the repair cost of any out-of-warranty Hardware. At such time Customer must issue a valid purchase order to cover the cost of the non-warranted Hardware repair and return freight, or authorize return shipment of the Hardware at Customer's expense as-is.

9. **Non-responsibility for Lost Data.** Trimble shall not be responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media or any part of any Hardware serviced by it or an authorized Trimble service provider, or for the consequence of such damage or loss, e.g., business loss in the event of system, program or data failure. It is Customer's responsibility, prior to servicing, to backup data and remove all features, parts, alterations, and attachments not covered by warranty prior to releasing the Hardware to Trimble. The Hardware will be returned to Customer configured as originally purchased.

10. **Return of Hardware:** All Hardware returns are subject to Trimble's prior written consent and must comply with its product return (RMA) procedures then in effect. Before returning or exchanging Hardware, Customer must contact Trimble directly to obtain an authorization number to include with the return. Customer must return Hardware to Trimble in their original or equivalent packaging, and Customer is responsible for risk of loss, as well as shipping fees back to Trimble. Hardware received but not eligible for return will be sent back to Customer freight collect. For approved returns, Customer will receive credit equal to the lesser of the Hardware invoice price or its current replacement value, less any applicable charges or fees.

**Addendum #7**

**Supplemental Terms for U.S. Public Entities**

*Version 1.0 (Last Updated: October 7, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. **Scope.** To the extent Customer is a public or governmental entity, these Supplemental Terms provisions apply to the extent Customer is a public or governmental entity in the United States.
2. **Intellectual Property Indemnification by Trimble.** Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Offerings in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer's use of any of the Offerings are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Offerings substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Offerings; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Offerings are modified by any party other than Trimble; (2) if the Offerings are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Offerings; (4) to any unsupported release of the Offerings; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Offerings.
3. **Tax Exemption.** If Customer is a tax-exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 3.1 of the General Terms regarding Customer's responsibility to pay taxes shall be inapplicable.
4. **No Indemnification by Customer.** Section 8 (Indemnification) and the second to last sentence of Section 12.6 (Export Control) of the General Terms shall be inapplicable.
5. **Public Records Law.** Customer's confidentiality obligations in Section 9 (Confidentiality) of the General Terms may be subject to applicable public records law.
6. **Limited Publicity.** Provision (b) in Section 12.11 (Publicity) of the General Terms shall be inapplicable.
7. **Termination for Convenience.** Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all recurring fees due as of the effective date of termination shall immediately remain due and payable.. All previously paid fees (both used and unused) shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for professional services, if any, must be paid in full before the termination becomes effective.
8. **Non-Appropriation of Funds.** The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with Section 7 (Termination for Convenience) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer's notice.
9. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement ("**Piggyback**"), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
10. **Governing Law.** Notwithstanding Section 12.9 (Governing Law and Venue) of the General Terms, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.

**Addendum #8**

**Service Level Agreement; Data Security, Restoration, and Accessibility**

*Version 2.0*

**1. Availability Service Level Agreement**

For any Offering that is either (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble, the following will apply.

1.1. Target Availability. Trimble will use commercially reasonable efforts to make the Offering available with an uptime availability (time periods during which Customer has general connectivity to the Offering) (the "**Target Availability**") as follows:

Offering / Target Availability*
Trimble Unity Construct / 99.95%
Trimble Unity Maintain / 99.95%
Trimble Unity Permit / 99.95%

**Target Availability is generally for a calendar month; provided that Trimble Unity target availability will be calculated on a quarterly basis.*

1.2. Exclusions. The calculation of uptime will not include unavailability to the extent due to: (a) Customer's use of the Offering in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Trimble's reasonable control, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attack, (c) Customer's equipment, software, network connections or other infrastructure, (d) any acts or omissions of Customer or any third-party that is not a service provider of Trimble, (e) failure by Customer to pay any applicable fees under the Agreement, or (f) Scheduled Maintenance or emergency maintenance.

1.3. Scheduled Maintenance. "**Scheduled Maintenance**" means Trimble's scheduled, routine, or other maintenance which (1) occurs at such times as may be listed on Trimble's websites or Support Portal, or (2) Trimble notifies Customer with at least two (2) days advance notice, which can be via the Support Portal, e-mail, or in the Offering. Trimble reserves the right to schedule other maintenance periods on an as needed basis and will notify Customer in advance. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during low usage times.

1.4. Service Credits. If there is a verified failure of the Offering to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Offering in such month ("**Service Credit**"). The Service Credit will be calculated as follows:

*Service Credit = Pro Rata Fee * percentage of time that the Offering did not meet the Target Availability*

The "**Pro Rata Fee**" means (1) for Target Availability measured monthly, one-twelfth of the total annual fee for the Offering (excluding taxes, etc.), and (2) for Target Availability measured quarterly, one-fourth of the total annual fee for the Offering (excluding taxes, etc). The Service Credit will be calculated to the nearest 30-minute interval. The total Service Credits in a month may not exceed 20% of the Monthly Fee.

Trimble will apply each Service Credit to Customer's next invoice, provided that Customer's account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

1.5. Sole Remedy. Service Credits constitute liquidated damages and are not a penalty. The Service Credits set forth in this Section are Customer's sole and exclusive remedy for any failure to meet the Target Availability.

**2. Data Security, Restoration, and Accessibility**

2.1. Software-as-a-Service.

a) General. Trimble or its third-party hosting provider(s) shall use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data, (b) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.

b) Data Backups. Backup of all Customer Data hosted in the cloud will be continuous, immutable, and virtual. Trimble will maintain a recovery time objective (RTO) of 4 hours and a recovery point objective (RPO) of 15 minutes.

c) Data Restoration. Trimble will use reasonable efforts to restore lost or damaged Customer Data for Offerings deployed as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

d) Data Location. For customers located in the United States, all Customer Data will be hosted and stored within the continental

United States. For customers located in Canada, all Customer Data will be hosted and stored within Canada.

e) Data Encryption. All Customer Data will be encrypted at rest and in transit utilizing government-certified Advanced Encryption Standard (AES) cipher algorithms with a 256-bit or better encryption key.

f) Disaster Recovery. Trimble will maintain a written Disaster Recovery Plan (DRP) as described in its then current SOC 2 Type II audit report for the applicable Offering.

2.2. SOC Compliance. Current versions of the Trimble Offering(s) referenced in the Order Form will be subject to an annual System and Organization Controls for service organizations ("SOC") 2 Type II audit based on Security, Availability, and Confidentiality Trust Services Criteria and will maintain compliance with those standards during the Term of this Agreement. The SOC 2 Type II audit will be conducted by a licensed Certified Public Accounting firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") Statement on Standards for Attestation Engagements No. 18. At Customer's request, Trimble will provide a copy of the then current SOC 2 Type II audit report annually. The audit report shall be treated as Confidential Information.

2.3. System Testing. Trimble will maintain sole responsibility for establishing, maintaining, testing, and executing all plans and procedures applicable to system backup, disaster recovery, system architecture and security (including without limitation monitoring, audits, vulnerability scans/remediation, and penetration tests), software development, maintenance release schedules, and update management.

2.4. Vulnerability Remediation. Trimble will conduct vulnerability scans of the then current version of each Trimble Offering on a monthly basis. Trimble will use best efforts to remediate identified vulnerabilities as follows:

a. Critical (30 days)
b. High (60 days)
c. Medium & Low (commercially reasonable timeframe)

Note: vulnerability severity ratings referenced above must follow the NIST scoring system (https://nvd.nist.gov/vuln-metrics/cvss).

2.5. Security Incident Notification. Trimble will provide notification of any security incidents affecting a customer's instance, including a data breach, within 48 hours of confirmation.

2.6. Accessibility. During the term of the Agreement, the Trimble Offering(s) referenced in the Order Form may be subject to accessibility audits based on WCAG 2.0 AA standards. Trimble's compliance with any accessibility standards will be limited to its then current Accessibility Conformance Report, which will be provided upon request.

2.7. On Premises Licensed Software. If the Order Form includes any licensed software Products deployed on-premises or through hosting services not provided by Trimble, Trimble does not provide regular support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of support, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

**Addendum #9**
**Insurance Requirements**

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

**2. Types.** During the term of this Contract Trimble's insurance policies shall meet the minimum requirements of this section.

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

**3. Certificates of Insurance.** For each of these policies, the policy shall be endorsed to show Trimble's insurance coverage as primary with respect to the Customer, its officials, agents, employees, and volunteers. Any insurance or self-insurance carried or obtained by the Customer, its officials, agents, employees, or volunteers, shall be considered in excess of Trimble's insurance and shall not contribute to it. No term or provision of the indemnification provided by Trimble to the Customer pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the Customer's Representative at the time of execution of this Contract, on the most current State of Texas Department of Insurance-approved forms, attached hereto as **Exhibit A**, and approved by the Customer *before* work commences.

**4. Additional Insurance.** Trimble shall include all subconsultants as Additional Insureds under its Commercial General Liability and Auto policies or shall furnish separate certificates and endorsements for each subconsultant. Coverages for subconsultants shall be subject to all requirements stated herein.

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

- **(a)** Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- **(b)** Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- **(c)** "Claims made" policies are not accepted, except for Professional Liability insurance.
- **(d)** Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days written notice has been given to the City of College Station.
- **(e)** The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
  - i. The licensed insurance company is authorized to do business in the State of Texas
  - ii. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
  - iii. All endorsements and coverages are included according to the requirements of this Contract
  - iv. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- **(f)** The City of College Station, its officials, agents, employees, and volunteers are to be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the Customer, its officials, agents, employees, and volunteers.

**6. Commercial General Liability requirements.** The following Commercial General Liability requirements shall apply:

- **(a)** Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- **(b)** Minimum limits of liability of $1,000,000 per occurrence per project with a $2,000,000 annual aggregate limit.
- **(c)** Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 00 01.
- **(d)** No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the Customer's review.
- **(e)** The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and Host Liquor Liability.
- **(f)** The Customer shall be named as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the Customer.

**7. Business Automobile Liability requirements.** The following Business Automobile Liability requirements shall apply:

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

**8. Workers' Compensation/Employer's Liability Insurance requirements.** The Workers' Compensation/Employer's Liability insurance shall include the following terms:

- **(a)** Employer's Liability limits of $1,000,000 for each accident is required.
- **(b)** "Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04" shall be included in this policy.

**(c)** Texas must appear in Item 3A of the 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.

**9. Professional Liability requirements.** The following Professional Liability requirements shall apply:

**(a)** Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

**(b)** Minimum limits of liability of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $2,500,000.00 unless otherwise agreed in writing by both parties. Financial statements shall be furnished to the Customer or otherwise made available upon request.

**(c)** Trimble must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of work for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

**(d)** Professional Liability may be combined with Section 10 Cyber Liability Coverage under a combined Tech E&O Policy.

**10. Cyber Liability.** Minimum limits of $5,000,000 for third party losses. Coverage must include:

**(a)** Event Management;

**(b)** Unauthorized Access/use;

**(c)** Computer Virus;

**(d)** Denial of Service Attack;

**(e)** Libel, Cyber-libel, Slander, Product Disparagement;

**(f)** Violation of Right of Privacy;

**(g)** Regulatory Costs;

**(h)** Privacy Costs- Privacy Injury and Identity Theft;

**(i)** Programming Errors & Omissions Liability;

**(j)** Replacement or Restoration of Electronic Data (First Person);

**(k)** Extortion Threats;

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

**(m)** Public Relations Expense; and

**(n)** Security Breach Expense.

**Exhibit "A"**
**Certificate of Insurance**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/2026

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

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

**PRODUCER**
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CN102488216-STND-GAWUE-25-

CONTACT NAME: Petronella Massey
PHONE (A/C, No, Ext): 408 467 5614 FAX (A/C, No): 408 467 5699
E-MAIL ADDRESS: petronella.massey@marsh.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : American Casualty Company of Reading, PA | 20427 |
| INSURER C : Syndicate 3623 at Lloyd's | 15792 |
| INSURER D : Continental Insurance Company | 35289 |
| INSURER E : Transportation Insurance Co | 20494 |
| INSURER F : | |

**INSURED**
Trimble Inc.
10368 Westmoor Drive
Westminister, CO 80021

**COVERAGES** **CERTIFICATE NUMBER:** SEA-004246663-02 **REVISION NUMBER:** 9

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 | | | 3532-35-40 | 12/01/2025 | 12/01/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | 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 | | | 7325-70-20 | 12/01/2025 | 12/01/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ 1,000,000 |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ 1,000,000 |
| | | | | | | | COMP/COLL DED | $ 1,000 |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC 7 11636746 (AOS); Ded: $250k | 12/01/2025 | 12/01/2026 | X PER STATUTE OTH-ER | |
| D | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N | N/A | | WC 7 11636763 (CA) | 12/01/2025 | 12/01/2026 | E.L. EACH ACCIDENT | $ 1,000,000 |
| E | | | | WC 7 11892854 (RETRO) | 12/01/2025 | 12/01/2026 | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| E | If yes, describe under DESCRIPTION OF OPERATIONS below | | | GAP 7011892868 (STOP GAP) | 12/01/2025 | 12/01/2026 | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Technology Errors & Omissions | | | D101C7252001 | 12/01/2025 | 12/01/2026 | Limit | 5,000,000 |
| | | | | | | | Retention | 2,500,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
The City of College Station, its officials, agents, employees, and volunteers are included as additional insured as required by contract or agreement with regards to General Liability and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with regards to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions with regards to Workers Compensation.

**CERTIFICATE HOLDER**
City of College Station, TX
1101 Texas Avenue
P.O. Box 9960
College Station, TX 77842

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

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
Danesha Flowers

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**August 13, 2026**
**Item No. 6.15.**
**Electric Yard Gate Upgrade**

**Sponsor:** Glenn Gavit

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a contract award to MBCM Management, Inc. for the removal and replacement of the existing primary access gate to the College Station Utilities Electric Yard, not to exceed $199,800.

**Relationship to Strategic Goals:**
Core Services and Infrastructure
Financially Sustainable City

**Recommendation(s):** Staff recommends awarding the Agreement for removal and replacement of the primary access gate to the College Station Utilities Electric Yard to MBCM Management, Inc. for an amount not to exceed $199,800.00.

**Summary:** This contract is for labor and equipment necessary to remove and replace the existing primary access gate to the College Station Utilities Electric Yard located at 1601 S. Graham Road.

Staff issued ITB #26-079 on June 12, 2026, for the “College Station Electric Department Gate Upgrade Project”, and the bid was opened on July 07, 2026. Two (2) sealed proposals were received and were reviewed by Electric Staff to ensure the compliance of required specifications. MBCM Management, Inc. met the required specifications.

Upon Council approval, staff will issue a contract to MBCM Management, Inc.

**Budget & Financial Summary:** Funds are budgeted within the Water and Wastewater funds.

**Attachments:**
1. 26-079 Intent to Award Bid Tabulation
2. 26300689--LKP (CC 8.13.26)-vendor signed

CITY OF COLLEGE STATION

**ITB #26-079**
**College Station Electric Department Gate Upgrade Project**
**Bid Tabulation**
**07/07/26 @ 2:00 p.m.**

| 1. Demolition of existing main gates.<br>2. Construction of concrete drive, median, and associated electrical conduit.<br>3. Relocation of adjacent fencing for new configuration, as needed.<br>4. Install new chain link sliding gate and barrier arm gate and operator.<br>5. Security fencing for perimeter while under construction. | | Bid Bond | Certification | References | Mandatory Pre-Bid |
|---|---|---|---|---|---|
| **GRAND TOTAL LUMP SUM** | | | | | |
| MBCM Management, Inc. | $199,800.00 | Y | Y | Y | Y |
| Swift Corporation, LLC | $274,180.00 | Y | Y | Y | Y |

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300689 PROJECT #: N/A BID/RFP/RFQ#: 26-079

**Project Name / Contract Description:** College Station Utilities Electric Dept. Gate Upgrade Project

Removing and replacing the existing primary access gate to the College Station Utilities Electric yard located at 1601 S. Graham Rd.

**Name of Contractor:** MBCM MANAGEMENT, INC.

**CONTRACT TOTAL VALUE:** $ 199,800.00 **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)

ITB No. 26-079 Posted 06/12/26 Opened 07/07/26 two responses were received MBCM Management, Inc. $199,800 Swift Corp, LLC $274,180

After review the Electric department recommends MBCM Management, Inc. $199,800 as the lowest, qualified, responsible and responsive Bidder.

Funding is available Water and Wastewater for this project. It will be a 50/50 split between WA2500-WGWOC-CONSTRUCT and WW2503-SGWOC-CONSTRUCT.

*(If required)**

**CRC Approval Date*:** N/A **Council Approval Date*:** 8/13/2026 **Agenda Item No*:** _____

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

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

**SIGNATURES RECOMMENDING APPROVAL**

_____ _____

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____

ASST CITY MGR – CFO DATE

_____ _____

LEGAL DEPARTMENT DATE

**APPROVED & EXECUTED**

_____ _____

CITY MANAGER DATE

N/A

_____ _____

MAYOR (if applicable) DATE

N/A

_____ _____

CITY SECRETARY (if applicable) DATE

9.12.23 UPDATED

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

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and MBCM MANAGEMENT, INC. (the "Contractor") for the construction and/or installation of the following:
as described in ITB #26-079 College Station Utilities Electric Department Gate Upgrade Project.

## 1. DEFINITIONS

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

**1.02 City.** The term "City" shall mean and be understood as referring to the City of College Station, Texas.

**1.03 City's Consultant.** The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

**1.04 City's Representative.** The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

**1.05 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 ninety-nine thousand eight hundred dollars and 00 **/100 Dollars ($** 199,800.00 ).

**1.06 Contract Documents.** The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

**1.07 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.

**1.08 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.

**1.09 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.

**1.10 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.

**1.11 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").

**1.12 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.

**1.13 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.

**1.14 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.

**1.15 Parties.** The "parties" are the City and the Contractor.

**1.16 Price Escalation/De-Escalation.** The terms "price escalation" or "price de-escalation" shall mean that the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases or decreases could occur that are beyond the control of the Contractor, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase or decrease to the Contractor of the material(s) specified herein, the supplier or City may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. The procedures for Price Escalation and Price De-Escalation are further outlined in Section 16 – Payment.

**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 paragraph 2.05, however, shall not relieve the Contractor of any of the obligations set forth in paragraphs 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 paragraphs 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 Paragraphs 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. 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.

**(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 Subparagraph.

**(b)** The City may exercise the rights furnished the City under or pursuant to this Subparagraph 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, 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 Paragraph 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 Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 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 Paragraph.

**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 Paragraph 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.

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

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

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

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

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

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

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

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

**(j)** 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 Paragraph.

**16.12 Price Escalation/De-Escalation.** The parties agree that the Contractor has based its bid on certain pricing assumptions of materials to be incorporated into the work specified herein. However, the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases or decreases could occur that are beyond the control of the Contractor, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase or decrease to the Contractor of the material(s) specified herein, the Contractor or City may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index shall be referred to as the materials index.

Bids may only be adjusted semi-annually. Contractors are required to give a 30-day written notice before price increases.

The bid, as submitted herein as part of this Contract, is considered the base price for the materials specified herein as of N/A and shall remain in effect for 6 months hereafter called the **reference base period**. Prices may be adjusted semi-annually each year, based upon the percent changes (whether up or down) in the special index specified herein, between the reference base period N/A and of the most recent year. All calculations for the special index shall be based upon the latest versions of the Producer Price Index data published as of July 20th and January 20th of each year.

Under no circumstances shall the bid prices increase, in aggregate, more than ten percent (10%) during the course of the Contract and any subsequent renewals.

Any Contract awarded with an escalation clause shall be subject to de-escalation provisions in favor of the City in the same or similar manner in the event of cost reductions.

## 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 Paragraph 1.09 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 Paragraph 1.09 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, CONTRACT TERM, RENEWAL, and EXTENSION

**18.01 Time of the Essence.** 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 Notice to Proceed.** 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.

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

**18.05 Contract Term, Renewal, and Extension.** The original term of this Contract shall be for one (1) year from the effective date of this contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than ten percent (10%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

**18.06 Funding Out Provision.** If, for any reason, City funds are not appropriated to continue the contract, the Contract shall become null and void and shall terminate.

## 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 Paragraph 1.08. 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 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 Paragraph 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 subsection 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 Texas A&M University weather service; 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 Paragraph 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 dollars 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, 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, 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 Paragraph 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 Paragraphs 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. 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 paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

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

*K. The Contractor's failure to comply with any of these provisions is a breach of 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.

**(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 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 Paragraph 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 section 1.11, 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 section 1.12). **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 section 1.10 of 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 paragraphs 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 <u>not</u> 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 Paragraph 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; and/or

**(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 Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 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 Paragraph 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.

**List of Exhibits**

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

**MBCM MANAGEMENT, INC.**

By: Jacob Malek

Printed Name: Jacob Malek

Title: VP / EIT / Dir. Of Preconstruction

Date: 7/27/2026

**CITY OF COLLEGE STATION**

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

**EXHIBIT A**
**DAVIS BACON WAGE RATES**

**1.** Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

**2.** Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

**3.** The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

**4.** The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

**5.** Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

"General Decision Number: TX20260007 05/18/2026

State: Texas

Construction Types: Heavy

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

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

| Modification Number | Publication Date |
|---|---|
| 0 | 01/02/2026 |
| 1 | 05/18/2026 |

SUTX2011-006 08/03/2011

| | Rates | Fringes |
|---|---|---|
| WELDER | $ 15.97 | 0.00 |
| TRUCK DRIVER: TANDEM AXLE TRACTOR W/SEMI TRAILER | $ 12.81 | 0.00 |
| TRUCK DRIVER: SINGLE OR TANDEM AXLE DUMP TRUCK | $ 11.68 | 0.00 |
| TRUCK DRIVER (SINGLE AXLE) | $ 11.79 | 0.00 |
| TRUCK DRIVER (OFF ROAD HAULER) | $ 11.88 | 0.00 |
| TRUCK DRIVER (LOWBOY-FLOAT) | $ 15.66 | 0.00 |
| TRAFFIC SIGNALIZATION: TRAFFIC SIGNAL INSTALLATION, (TRAFFIC SIGNAL/LIGHT POLE WORKER) | $ 16.00 | 0.00 |
| STEEL WORKER (STRUCTURAL) | $ 19.29 | 0.00 |
| STEEL WORKER (REINFORCING) | $ 14.00 | 0.00 |
| SERVICER | $ 14.51 | 0.00 |
| POWER EQUIPMENT OPERATOR: SCRAPER | $ 12.27 | 0.00 |
| POWER EQUIPMENT OPERATOR: MOTOR GRADER, ROUGH | $ 14.63 | 0.00 |
| POWER EQUIPMENT OPERATOR: MOTOR GRADER, FINE GRADE | $ 18.51 | 0.00 |
| POWER EQUIPMENT OPERATOR: MECHANIC | $ 17.10 | 0.00 |
| POWER EQUIPMENT OPERATOR: FRONT END LOADER, 3 CY OR LESS | $ 13.04 | 0.00 |
| POWER EQUIPMENT OPERATOR: FOUNDATION DRILL, TRUCK MOUNTED | $ 16.93 | 0.00 |
| POWER EQUIPMENT OPERATOR: CRAWLER TRACTOR | $ 15.67 | 0.00 |
| POWER EQUIPMENT OPERATOR: BROOM OR SWEEPER | $ 11.04 | 0.00 |
| POWER EQUIPMENT OPERATOR: BOOM TRUCK | $ 18.36 | 0.00 |
| POWER EQUIPMENT OPERATOR: ASPHALT DISTRIBUTOR | $ 15.55 | 0.00 |
| POWER EQUIPMENT OPERATOR: (TRENCHING MACHINE, HEAVY) | $ 18.48 | 0.00 |
| POWER EQUIPMENT OPERATOR: (SPREADER BOX) | $ 14.04 | 0.00 |
| POWER EQUIPMENT OPERATOR: (ROLLER, OTHER) | $ 10.50 | 0.00 |
| POWER EQUIPMENT OPERATOR: (ROLLER, ASPHALT) | $ 12.78 | 0.00 |
| POWER EQUIPMENT OPERATOR: (RECLAIMER/PULVERIZER) | $ 12.88 | 0.00 |
| POWER EQUIPMENT OPERATOR: (PAVEMENT MARKING MACHINE) | $ 19.17 | 0.00 |
| POWER EQUIPMENT OPERATOR: (MILLING MACHINE) | $ 14.18 | 0.00 |
| POWER EQUIPMENT OPERATOR: (LOADER/BACKHOE) | $ 14.12 | 0.00 |
| POWER EQUIPMENT OPERATOR: (FRONT END LOADER, OVER 3 CY) | $ 13.21 | 0.00 |
| POWER EQUIPMENT OPERATOR: (EXCAVATOR OVER 50,000 LBS) | $ 17.71 | 0.00 |
| POWER EQUIPMENT OPERATOR: (EXCAVATOR 50,000 LBS OR LESS) | $ 12.88 | 0.00 |
| POWER EQUIPMENT OPERATOR: (DIRECTIONAL DRILLING OPERATOR) | $ 17.24 | 0.00 |
| POWER EQUIPMENT OPERATOR: (DIRECTIONAL DRILLING LOCATOR) | $ 11.67 | 0.00 |
| POWER EQUIPMENT OPERATOR: (CRANE, LATTICE BOOM OVER 80 TONS) | $ 19.38 | 0.00 |
| POWER EQUIPMENT OPERATOR: (CRANE, LATTICE BOOM 80 TONS OR LESS) | $ 15.87 | 0.00 |
| POWER EQUIPMENT OPERATOR: (CRANE, HYDRAULIC 80 TONS OR LESS) | $ 18.36 | 0.00 |
| POWER EQUIPMENT OPERATOR: (CONCRETE PAVEMENT FINISHING MACHINE) | $ 15.48 | 0.00 |
| POWER EQUIPMENT OPERATOR: (ASPHALT PAVING MACHINE) | $ 14.36 | 0.00 |
| POWER EQUIPMENT OPERATOR: (AGRICULTURAL TRACTOR) | $ 12.69 | 0.00 |
| PAINTER (STRUCTURES) | $ 18.34 | 0.00 |
| LABORER: PIPELAYER | $ 12.79 | 0.00 |
| LABORER: ASPHALT RAKER | $ 12.12 | 0.00 |
| LABORER (WORK ZONE BARRICADE SERVICER) | $ 11.85 | 0.00 |
| LABORER (LABORER, UTILITY) | $ 12.27 | 0.00 |
| LABORER (LABORER, COMMON) | $ 10.50 | 0.00 |
| LABORER (FLAGGER) | $ 9.45 | 0.00 |
| FORM BUILDER/FORM SETTER (STRUCTURES) | $ 12.87 | 0.00 |
| FORM BUILDER/FORM SETTER (PAVING & CURB) | $ 12.94 | 0.00 |
| ELECTRICIAN | $ 26.35 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER (PAVING AND STRUCTURES) | $ 12.56 | 0.00 |

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

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 $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. 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)).

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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.

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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

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**EXHIBIT B**
**PERFORMANCE AND PAYMENT BONDS**

**PERFORMANCE BOND**

**Bond No.** 101410469

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

**THAT WE,** MBCM MANAGEMENT, INC., as Principal, hereinafter called "Contractor" and the other subscriber hereto Merchants Bonding Company Mutual, 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 ninety-nine thousand eight hundred dollars and 00 /100 Dollars ($199,800.00) 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 Contract No. 26300689 College Station Utilities Electric Department Gate Upgrade Project as described in ITB #26-079, 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. 101410469

**FOR THE CONTRACTOR:** MBCM Management

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

By: RaShel Torres
Name: RaShel Torres
Title: CLTA
Date: 08/13/26

**(Name of Contractor)**

By:
Name: Jacob Malek
Title: Vice President
Date: 08/13/26

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

By: RaShel Torres
Name: RaShel Torres
Title: CLTA
Date: 08/13/26

Merchants Bonding Company Mutual
**(Full Name of Surety)**
PO Box 14498
Des Moines, Iowa 50306
**(Address of Surety for Notice)**

By: Kenzie Muhl
Name: Kenzie Muhl
Title: Attorney In-Fact
Date: 08/13/26

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**FOR THE CITY:**

**REVIEWED:**

**City Attorney**

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

**City Manager**

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

Contract No. 26300689
Electric Construction Services Agreement Over $50,000
Form 08-30-2021

# TEXAS STATUTORY PAYMENT BOND

**Bond No.** 101410469

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

**THAT WE,** MBCM MANAGEMENT, INC., as Principal, hereinafter called "Principal" and the other subscriber hereto Merchants Bonding Company Mutual, a corporation organized and existing under the laws of the State of Texas, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One hundred ninety-nine thousand eight hundred dollars and 00/100 Dollars ($199,800.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** Principal has entered into a certain contract with the City of College Station, dated the 13 day of August, 2026, for Contract No. 26300689 College Station Utilities Electric Department Gate Upgrade Project as described in ITB #26-079, 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. 101410469

**FOR THE CONTRACTOR:** MBCM Management

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

By: Rashel Torres

Name: Rashel Torres

Title: CLTA

Date: 08/13/26

**(Name of Contractor)**

By: _____

Name: Jacob Malek

Title: Vice President

Date: 08/13/26

---

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

By: Rashel Torres

Name: RaShel Torres

Title: CLTA

Date: 08/13/26

Merchants Bonding Company Mutual

**(Full Name of Surety)**

PO Box 14498

Des Moines, Iowa 50306

**(Address of Surety for Notice)**

By: Kenzie Muhl

Name: Kenzie Muhl

Title: Attorney In-Fact

Date: 08/13/26

---

**FOR THE CITY:**

**REVIEWED:**

_____
**City Attorney**

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

_____
**City Manager**

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

Contract No. 26300689
Electric Construction Services Agreement Over $50,000
Form 08-30-2021

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

## Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)
Call: Compliance Officer at (800) 671-8171
Toll-free: (800) 671-8171
Email: regulatory@merchantsbonding.com
Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information you may also contact your agent:

W E Gibson Insurance
Call: (979) 694-1555
Mail: 2752 Longmire Dr, College Station, TX 77845

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:
Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
PO Box 12030, Austin, TX 78711-2030

## ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

# IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

**1-800-678-8171**

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 at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

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

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

MERCHANTS BONDING COMPANY

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Kenzie Muhl; Lisa Kim Francis; Shynell Bushman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of May , 2025 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor

*President*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of May 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27 day of July 2026 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

*Secretary*

POA 0018 (6/24)

**EXHIBIT C**
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2026

**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 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**<br>Dean & Draper \| Brazos Valley<br>2752 Longmire Drive<br>College Station TX 77845<br><br>License#: 3093 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** mcfrontdesk@deandraper.com |
| **INSURED**<br>MBCM Management, Inc.<br>7984 Hwy 6<br>Navasota TX 77868<br>MBCMMAN-01 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Underwriters at Lloyds London — 15642<br>**INSURER B :** Kinsale Insurance Company — 38920<br>**INSURER C :** The Charter Oak Fire Insurance Company — 25615<br>**INSURER D :** The Phoenix Insurance Company — 25623<br>**INSURER E :** The Travelers Lloyds Insurance Company — 41262<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1673034684 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| C | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | xx | | DT-CO-D109542A-COF-26 | 7/15/2026 | 7/15/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ 10,000 | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N / N/A<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | x | UB-D1088335-26-26-G | 7/15/2026 | 7/15/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E<br>A<br>B | Leased/Rented Equipment<br>Professional Liability PRIMARY<br>Professional Liability EXCESS | | | 630-D1752515-TLC-26<br>B0621PMBCM000226<br>0100420557-01 | 7/15/2026<br>7/15/2026<br>7/15/2026 | 7/15/2027<br>7/15/2027<br>7/15/2027 | $425,000 per item<br>$2,000,000 occurrence<br>$3,000,000 XS PRIMARY | $600,000 Maximum<br>$4,000,000 Agg |

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

The General Liability policy has an automatic blanket additional insured endorsement and a blanket waiver of subrogation endorsement that will provide the coverage for the certificate holder when required by written contract between the certificate holder and the Named Insured. The General Liability additional insured endorsement includes completed operations. The General Liability includes primary coverage under the additional insured form. The Workers' Compensation policy contains a blanket waiver of subrogation endorsement providing coverage when there is a written contract. The policies contain a special endorsement with "primary and noncontributory" wording .

**CERTIFICATE HOLDER**

City of College Station
P.O. Box 9960
College Station, TX 77842

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2026

**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 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<br>The Werley Agency - Goosehead Insurance<br>2001 Timberloch<br>Suite 500<br>The Woodlands TX 77380<br>License#: 3093 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: andrew.werley@goosehead.com |
| INSURED<br>MBCM Management, Inc.<br>7984 Hwy 6<br>Navasota TX 77868<br>MBCMMAN-01 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Progressive Casualty Insurance Comany — 24260<br>INSURER B : Kinsale Insurance Company — 38920<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 1673034684 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | [ ] CLAIMS-MADE [ ] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | [ ] OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | N | N | 876997046 | 07/15/2026 | 07/15/2027 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS [X] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [X] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | [ ] DED [ ] RETENTION $ 10,000 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

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

The General Liability policy has an automatic blanket additional insured endorsement and a blanket waiver of subrogation endorsement that will provide the coverage for the certificate holder when required by written contract between the certificate holder and the Named Insured. The General Liability additional insured endorsement includes completed operations. The General Liability includes primary coverage under the additional insured form. The Workers' Compensation policy contains a blanket waiver of subrogation endorsement providing coverage when there is a written contract. The policies contain a special endorsement with "primary and noncontributory" wording .

**CERTIFICATE HOLDER**

City of College Station
P.O. Box 9960
College Station, TX 77842

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Andrew Werley

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**EXHIBIT D**
**PLANS AND SPECIFICATIONS**

If the plans and specifications from the ITB 26-079 are not physically inserted here, then they are fully incorporated into this contract by reference.

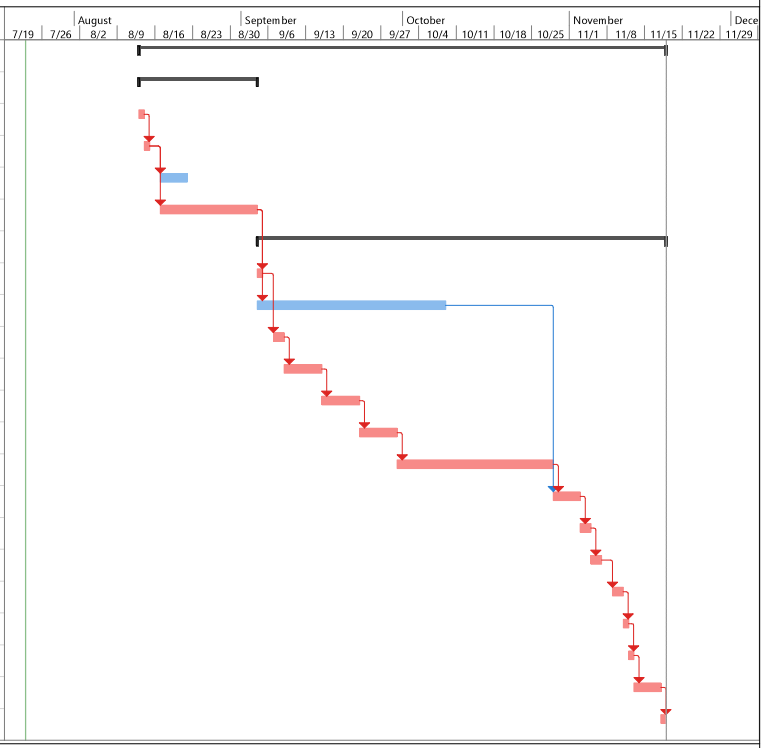
**EXHIBIT E**
**CONSTRUCTION SCHEDULE**

Substantial completion within 90 days of notice to proceed, see schedule following on next page.

MBC MANAGEMENT

PRELIM CONSTRUCTION SCHEDULE - 26-079 City of College Station CSU Elec. Dept. Gate Upgrade

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **Prelim Construction Schedule:** | **70 days** | **Thu 8/13/26** | **Wed 11/18/26** |
| 2 | **PROCUREMENT** | **16 days** | **Thu 8/13/26** | **Thu 9/3/26** |
| 3 | Contract Execution | 1 day | Thu 8/13/26 | Thu 8/13/26 |
| 4 | Notice To Proceed | 1 day | Fri 8/14/26 | Fri 8/14/26 |
| 5 | Submittals, schedule, SOV, subcontractor list | 5 days | Mon 8/17/26 | Fri 8/21/26 |
| 6 | Equipment and material submittal review | 14 days | Mon 8/17/26 | Thu 9/3/26 |
| 7 | **CONSTRUCTION** | **54 days** | **Fri 9/4/26** | **Wed 11/18/26** |
| 8 | Preconstruction meeting and field verification | 1 day | Fri 9/4/26 | Fri 9/4/26 |
| 9 | Gate-equipment procurement | 25 days | Fri 9/4/26 | Thu 10/8/26 |
| 10 | Mobilization and temporary security fencing | 2 days | Mon 9/7/26 | Tue 9/8/26 |
| 11 | Demolition of fence, gate, operator, concrete | 5 days | Wed 9/9/26 | Tue 9/15/26 |
| 12 | Underground electrical | 5 days | Wed 9/16/26 | Tue 9/22/26 |
| 13 | Subgrade, forming, and reinforcing | 5 days | Wed 9/23/26 | Tue 9/29/26 |
| 14 | Concrete placement and curing | 21 days | Wed 9/30/26 | Wed 10/28/26 |
| 15 | Fencing and sliding-gate installation | 3 days | Thu 10/29/26 | Mon 11/2/26 |
| 16 | Barrier-arm and operator installation | 2 days | Tue 11/3/26 | Wed 11/4/26 |
| 17 | Electrical and access-control integration | 2 days | Thu 11/5/26 | Fri 11/6/26 |
| 18 | Startup, programming, and testing | 2 days | Mon 11/9/26 | Tue 11/10/26 |
| 19 | Site restoration | 1 day | Wed 11/11/26 | Wed 11/11/26 |
| 20 | Substantial-completion inspection | 1 day | Thu 11/12/26 | Thu 11/12/26 |
| 21 | Punch list and closeout | 3 days | Fri 11/13/26 | Tue 11/17/26 |
| 22 | Final completion | 1 day | Wed 11/18/26 | Wed 11/18/26 |




Date: Thu 7/23/26

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Critical
Critical Split
Progress
Manual Progress

**EXHIBIT F**
**SCHEDULE OF VALUES**

**ITB #26-079**
**College Station Utilities Electric Department**
**Gate Upgrade Project**

**Bid Pricing Sheet**

1. Demolition of existing main gates.
2. Construction of concrete drive, median, and associated electrical conduit.
3. Relocation of adjacent fencing for new configuration, as needed.
4. Install new chain link sliding gate and barrier arm gate and operator.
5. Security fencing for perimeter while under construction.

Total cost for all labor, materials, and equipment: $ 199,800.00

MBCM MANAGEMENT, INC.
Contractor Name

**August 13, 2026**
**Item No. 6.16.**
**Local Parks Grant application to the Texas Parks and Wildlife Department**

**Sponsor:** Kelsey Heiden

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a resolution authorizing the submission of a Local Parks Grant application to the Texas Parks and Wildlife Department for up to $750,000 in grant funds and designating the City Manager as an authorized official for the submission of the application.

**Relationship to Strategic Goals:**
Financial Sustainability

**Recommendation(s):** Staff recommends approval of the resolution.

**Summary:** The proposed item is a resolution in support of a grant application to seek funding for a tennis court to pickleball court conversion at Brian Bachmann Community Park. The Texas Parks and Wildlife Department (TPWD) Local Parks Non-Urban Outdoor Recreation Grant Program assists local governments with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50% matching grants, up to $750,000, on a reimbursement basis to eligible applicants. All grant-assisted sites must be dedicated as parkland in perpetuity, properly maintained, and open to the public.

The need for additional pickleball court facilities has been identified through the City's draft Parks and Recreation Master Plan update, reflecting growing community demand for the sport. This project has appeared on the Department's unfunded project list for the past three years. The existing tennis courts at Brian Bachmann Community Park are underutilized and in need of replacement due to their condition; converting them to pickleball courts would reactivate this space and put it back into productive use for the community.

TPWD grant application guidelines require City Council authorization to apply to the Non-Urban Outdoor Recreation Grant Program for up to $750,000 in grant funding. It is anticipated that notice of grant awards will be provided to recipients in late spring or early summer 2027.

This item aligns with the City Council Strategic Plan goal of Financial Sustainability by seeking grants and outside funding to support recreational facility improvements.

**Budget & Financial Summary:** If awarded, the City will provide its grant match ($750,000) from the Citywide Parks Improvement Project currently budgeted in the FY 27 Parks Capital Fund.

**Attachments:**
1. Grant Resolution - TPWD Grant Application

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION AUTHORIZING A GRANT FUNDING APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PRE-AWARD DOCUMENTS AND ACT ON THE CITY'S BEHALF WITH RESPECT TO ANY ISSUES ARISING DURING THE APPLICATION PROCESS.**

**WHEREAS**, the City Council of the City of College Stations ("City") finds it in the best interest of the citizens of College Station to apply for grant funding from the Texas Parks and Wildlife Department ("Department") anticipated to be awarded under the Local Parks Grant Program ("Program"); and

**WHEREAS**, the Program provides reimbursement of eligible expenses for projects awarded grant funding and requires 50% local match funding be allocated for the project by the City as a condition of the grant award; and

**WHEREAS,** the City Council designates the City Manager as the City's authorized official given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of College Station;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of College Station hereby approves as follows:

**PART 1:** That the financial resources to provide the local match funding for the project are available and, if funded, will be allocated to the grant-funded project.

**PART 2:** That, if funded, the project must be maintained as a park and open to the public for a period of at least 20 years after project completion.

**PART 3:** That the City Manager is designated as the authorized official to execute all pre-award documents for the grant application to the Department and act on the City's behalf with respect to any issues that may arise during the application process.

**PART 4:** That the City Manager as the authorized official is given authority to apply for, accept, reject, alter, or terminate the application to the Department under the Program on behalf of the City.

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

**ADOPTED this _____day of_____, 2026.**

**ATTEST:** **APPROVED:**

_____ _____

**City Secretary** **Mayor**

**APPROVED:**

_____

**City Attorney**

**August 13, 2026**
**Item No. 7.1.**
**Impervious Cover in the Bee Creek Drainage Basin**

**Sponsor:** Lucas Harper

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible direction regarding impervious cover limitation in the Bee Creek Drainage Basin.

**Relationship to Strategic Goals:**

- Core Services & Infrastructure
- Neighborhood Integrity
- Diverse & Growing Economy
- Sustainable City

**Recommendation(s):**

**Summary:** This workshop item is presented in response to a presentation made during the Hear Visitors portion of the April 9, 2026 City Council meeting and a Council-requested future agenda item regarding impervious cover conditions within the Bee Creek Drainage Basin. The workshop will provide an overview of the impacts that may occur from a potential increase in impervious cover limitations in areas that were developed prior to current stormwater management standards. Staff will discuss the City's existing regulatory framework, identify challenges associated with redevelopment in these areas, and discuss potential policy options for addressing stormwater impacts where existing stormwater mitigation infrastructure is limited. The purpose of this workshop is to obtain Council feedback and direction regarding future changes to the City's impervious cover regulations.

**Budget & Financial Summary:** N/A

**Attachments:**
None

**August 13, 2026**
**Item No. 8.1.**
**Call Tax Rate Public Hearing**

**Sponsor:** Mary Ellen Leonard, Director of Fiscal Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the 2026-2027 ad valorem tax rate; and calling a public hearing on a proposed ad valorem tax rate for FY 2026-2027.

**Relationship to Strategic Goals:**
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

**Recommendation(s):** Staff recommends Council call the public hearing on a proposed ad valorem tax rate for FY 2026-2027.

**Summary:** The Texas Property Tax Code requires that if an entity wishes to increase tax revenues over the no new revenue tax rate then that entity must call and hold one public hearing on the proposed tax rate.

**Budget & Financial Summary:** The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

**Attachments:**
1. 2026 City of College Station ltr
2. 2026 Certified TNT Worksheets City of College Station
3. 2026 City of College Station Notice of Tax Rates

**Melissa Leonard, PCAC**
**Brazos County Tax Assessor/Collector**
4151 County Park Ct.
Bryan, TX 77802
979-775-9930
979-775-9938 - Fax

July 31, 2026

John Nichols Mayor
City of College Station
P. O. Box 9960
College Station, TX 77842

Mayor Nichols:

Please accept this certification of the 2025 tax rate calculations for the City of College Station. The rates are as follows:

| | |
|---|---|
| No New Revenue Rate | 0.506934/$100 |
| Voter Approval Adjusted for Sales Tax | 0.530254/$100 |
| VAR with Unused Increment | 0.537862/$100 |

The calculated debt rate for the City is 0.202646/$100. I will include with my electronic submission of rates a signed copy of the calculation worksheets as required by the Texas Property Tax Code. Please let me know if you have any questions or if I can be of further assistance.

Respectfully,

Melissa Leonard, PCAC
Tax Assessor/Collector
Brazos County

CC: Mary Ellen Leonard, Finance Director
Brian Woods, City Manager
Jeff Kersten, Asst. City Manager

# 2026 Tax Rate Calculation Worksheet
## Taxing Units Other Than School Districts or Water Districts

Form 50-856

| City of College Station | 979-764-3500 |
|---|---|
| Taxing Unit Name | Phone *(area code and number)* |
| 1101 Texas Ave., College Station , TX 77840 | www.cstx.gov |
| Taxing Unit's Address, City, State, ZIP Code | Taxing Unit's Website Address |

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

https://brazoscountytx.gov/tax-rate-information

## SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

| Line | No-New-Revenue Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 1. | **Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[2] | $ 14,458,598,825 |
| 2. | **Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[3] | $ 1,734,626,431 |
| 3. | **Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1. | $ 12,723,972,394 |
| 4. | **Prior year total adopted tax rate.** | $ 0.511872 /$100 |
| 5. | **Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.** | |
| | **A. Original prior year ARB values:** $ 1,355,170,202 | |
| | **B. Prior year values resulting from final court decisions:** - $ 1,249,634,808 | |
| | **C. Prior year value loss.** Subtract B from A.[4] | $ 105,535,394 |

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

| Line | No-New-Revenue Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 6. | **Prior year taxable value subject to an appeal under Chapter 42, as of July 25.**<br>**A. Prior year ARB certified value:** $ 1,597,331,276<br>**B. Prior year disputed value:** - $ 159,733,128<br>**C. Prior year undisputed value.** Subtract B from A. [5] | $ 1,437,598,148 |
| 7. | **Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C. | $ 1,543,133,542 |
| 8. | **Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7. | $ 14,267,105,936 |
| 9. | **Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year.** Enter the prior year value of property in deannexed territory. [6] | $ 0 |
| 10. | **Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.<br>**A. Absolute exemptions.** Use prior year market value: $ 34,325,668<br>**B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 176,311,101<br>**C. Value loss.** Add A and B. [7] | $ 210,636,769 |
| 11. | **Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.<br>**A. Prior year market value:** $ 0<br>**B. Current year productivity or special appraised value:** - $ 0<br>**C. Value loss.** Subtract B from A. [8] | $ 0 |
| 12. | **Total adjustments for lost value.** Add Lines 9, 10C and 11C. | $ 210,636,769 |
| 13. | **Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [9] If the taxing unit has no captured appraised value in line 18D, enter 0. | $ 198,237,928 |
| 14. | **Prior year total value.** Subtract Line 12 and Line 13 from Line 8. | $ 13,858,231,239 |
| 15. | **Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100. | $ 70,936,405 |
| 16. | **Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [10] | $ 1,004,792 |
| 17. | **Adjusted prior year levy with refunds.** Add Lines 15 and 16. [11] | $ 71,941,197 |

[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.03(c)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012(13) and (15)

| Line | No-New-Revenue Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 18. | **Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [12] | |
| | **A. Certified values:** ..... $ 15,327,442,286 | |
| | **B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: ..... + $ 0 | |
| | **C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - $ 0 | |
| | **D. Tax increment financing:** Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [13] Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.[14] Enter the total from Form 50-110 ..... - $ 221,657,985 | |
| | **E. Total current year value.** Add A and B, then subtract C and D. | $ 15,105,784,301 |
| 19. | **Total value of properties under protest or not included on certified appraisal roll.** [15] | |
| | **A. Current year taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [16] ..... $ 1,301,825,856 | |
| | **B. Current year value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [17] ..... + $ 0 | |
| | **C. Total value under protest or not certified.** Add A and B. | $ 1,301,825,856 |
| 20. | **Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[18] | $ 1,713,010,658 |
| 21. | **Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [19] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[20] If completing this line, the taxing unit must include supporting documentation in Section 9.[21] Taxing units that are not affected, enter 0. | $ 0 |
| 22. | **Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[22] | $ 14,694,599,499 |
| 23. | **Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [23] | $ 0 |
| 24. | **Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [24] | $ 503,186,955 |

[12] Tex. Tax Code §§26.012(6) and 26.04(c-2)
[13] Tex. Tax Code §26.03(c)
[14] Tex. Tax Code §26.03(e)
[15] Tex. Tax Code §26.01(c) and (d)
[16] Tex. Tax Code §26.01(c)
[17] Tex. Tax Code §26.01(d)
[18] Tex. Tax Code §26.012(6)(B)
[19] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[20] Tex. Tax Code §26.012(1-a)
[21] Tex. Tax Code §26.04(d-3)
[22] Tex. Tax Code §26.012(6)
[23] Tex. Tax Code §26.012(17)
[24] Tex. Tax Code §26.012(17)

| Line | No-New-Revenue Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 25. | **Total adjustments to the current year taxable value.** Add Lines 23 and 24. | $ 503,186,955 |
| 26. | **Adjusted current year taxable value.** Subtract Line 25 from Line 22. | $ 14,191,412,544 |
| 27. | **Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [25] | $ 0.506934 /$100 |
| 28. | **COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [26] | $ /$100 |

## Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing units' overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

## SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.[27] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

| Line | M&O and Debt Tax Rate Worksheet | | Amount/Rate |
|---|---|---|---|
| 29. | **Prior year M&O tax rate.** Enter the prior year M&O tax rate. | | $ 0.309204 /$100 |
| 30. | **Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.* | | $ 14,267,105,936 |
| 31. | **Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100. | | $ 44,114,462 |
| 32. | **Adjusted prior year levy for calculating NNR M&O rate.** | | |
| | **A.** **M&O taxes refunded for years preceding the prior tax year.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. | + $ 587,691 | |
| | **B.** **Prior year taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. | – $ 689,689 | |
| | **C.** **Prior year transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. | +/- $ 0 | |
| | **D.** **Prior year M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. | $ -101,998 | |
| | **E.** Add Line 31 to 32D. | | $ 44,012,464 |
| 33. | **Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.* | | $ 14,191,412,544 |
| 34. | **Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100. | | $ 0.310134 /$100 |

[25] Tex. Tax Code §26.04(c)
[26] Tex. Tax Code §26.04(d)
[27] Tex. Tax Code §26.012(3)

| Line | M&O and Debt Tax Rate Worksheet | | Amount/Rate |
|---|---|---|---|
| **35.** | **Rate adjustment for state criminal justice mandate.** [28] | | |
| | **A. Current year state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. | $ 0 | |
| | **B. Prior year state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. | – $ 0 | |
| | **C.** Subtract B from A and divide by Line 33 and multiply by $100. | $ 0.000000 /$100 | |
| | **D.** Enter the rate calculated in C. If not applicable, enter 0. | | $ 0.000000 /$100 |
| **36.** | **Rate adjustment for indigent health care expenditures.** [29] | | |
| | **A. Current year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. | $ 0 | |
| | **B. Prior year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose. | – $ 0 | |
| | **C.** Subtract B from A and divide by Line 33 and multiply by $100. | $ 0.000000 /$100 | |
| | **D.** Enter the rate calculated in C. If not applicable, enter 0. | | $ 0.000000 /$100 |
| **37.** | **Rate adjustment for county indigent defense compensation.** [30] | | |
| | **A. Current year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose. | $ 0 | |
| | **B. Prior year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose. | $ 0 | |
| | **C.** Subtract B from A and divide by Line 33 and multiply by $100. | $ 0.000000 /$100 | |
| | **D.** Multiply B by 0.05 and divide by Line 33 and multiply by $100. | $ 0.000000 /$100 | |
| | **E.** Enter the lesser of C and D. If not applicable, enter 0. | | $ 0.000000 /$100 |
| **38.** | **Rate adjustment for county hospital expenditures.** [31] | | |
| | **A. Current year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. | $ 0 | |
| | **B. Prior year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025. | $ 0 | |
| | **C.** Subtract B from A and divide by Line 33 and multiply by $100. | $ 0.000000 /$100 | |
| | **D.** Multiply B by 0.08 and divide by Line 33 and multiply by $100. | $ 0.000000 /$100 | |
| | **E.** Enter the lesser of C and D, if applicable. If not applicable, enter 0. | | $ 0.000000 /$100 |

[28] Tex. Tax Code §26.044
[29] Tex. Tax Code §26.0441
[30] Tex. Tax Code §26.0442
[31] Tex. Tax Code §26.0443

| Line | M&O and Debt Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 39. | **Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.<br>**A.** **Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. $ 0<br>**B.** **Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year $ 0<br>**C.** Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100<br>**D.** Enter the rate calculated in C. If not applicable, enter 0. | $ 0.000000 /$100 |
| 40. | **Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D. | $ 0.310134 /$100 |
| 41. | **Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.<br>**A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent $ 13,568,002<br>**B.** Divide Line 41A by Line 33 and multiply by $100 $ 0.095607 /$100<br>**C.** Add Line 41B to Line 40. | $ 0.405741 /$100 |
| 42. | **Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below.<br>**Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08.<br>**- or -**<br>**Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035. | $ 0.419941 /$100 |
| D42. | ***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** [32] If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of:<br>**A.** The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 [33] $ 0.000000 /$100<br>**- or -**<br>**B.** The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. [34] Complete Section 5 through Line 68 to complete D42(B).<br>a. Enter the **disaster relief cost.** $ 0<br>b. **Disaster relief rate**. Divide Line D42(B)(a) by Line 26 and multiply by 100 $ 0.000000 /$100<br>c. Add Line D42(B)(b) to Line 42. $ 0.000000 /$100<br>d. Enter the **current year unused increment rate** from Line 68 $ 0.000000 /$100<br>e Add Line D42(c) to Line D42(d) $ 0.000000 /$100<br>The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of:<br>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or<br>2) the third tax year after the tax year in which the disaster occurred.<br>**C.** Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). [35]<br>If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42). | $ 0.000000 /$100 |

[32] Tex. Tax Code §26.042
[33] Tex. Tax Code §26.042(a-2)(1)
[34] Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)
[35] Tex. Tax Code §26.042(a-2)

| Line | M&O and Debt Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 43. | **Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that:<br>**(1)** are paid by property taxes;<br>**(2)** are secured by property taxes;<br>**(3)** are scheduled for payment over a period longer than one year; and<br>**(4)** are not classified in the taxing unit's budget as M&O expenses.<br><br>**A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [36]<br>Enter debt amount ..... $ 57,162,270<br>**B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 0<br>**C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ 0<br>**D.** Subtract **amount paid** from other resources ..... – $ 27,452,494<br>**E. Adjusted debt.** Subtract B, C and D from A. | $ 29,709,776 |
| 44. | **Certified prior year excess debt collections.** Enter the amount certified by the collector. [37] | $ 3,125 |
| 45. | **Adjusted current year debt.** Subtract Line 44 from Line 43E. | $ 29,706,651 |
| 46. | **Current year anticipated collection rate.**<br>**A.** Enter the current year anticipated collection rate certified by the collector. [38] ..... 99.76 %<br>**B.** Enter the prior year actual collection rate. ..... 99.77 %<br>**C.** Enter the 2024 actual collection rate. ..... 97.39 %<br>**D.** Enter the 2023 actual collection rate. ..... 99.76 %<br>**E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [39] | 99.76 % |
| 47. | **Current year debt adjusted for collections.** Divide Line 45 by Line 46E. | $ 29,778,118 |
| 48. | **Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.* | $ 14,694,599,499 |
| 49. | **Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100. | $ 0.202646 /$100 |
| 50. | **Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49. | $ 0.622587 /$100 |
| D50. | ***Disaster Line 50 (D50):* Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49. | $ 0.000000 /$100 |
| 51. | **COUNTIES ONLY.** Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate. | $ _____ /$100 |

[36] Tex. Tax Code §26.012(7)
[37] Tex. Tax Code §§26.012(10) and 26.04(b)
[38] Tex. Tax Code §26.04(b))
[39] Tex. Tax Code §26.04(h), (h-1) and (h-2)

## SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

| Line | Additional Sales and Use Tax Worksheet | Amount/Rate |
|---|---|---|
| 52. | **Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters.[40] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage.<br>Taxing units that adopted the sales tax before November of the prior year, enter 0. | $ 0 |
| 53. | **Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.[41]<br>**Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95.[42]<br>**- or -**<br>**Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95. | $ 13,568,002 |
| 54. | **Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.* | $ 14,694,599,499 |
| 55. | **Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100. | $ 0.092333 /$100 |
| 56. | **Current year NNR tax rate, unadjusted for sales tax.**[43] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet.* | $ 0.506934 /$100 |
| 57. | **Current year NNR tax rate, adjusted for sales tax.**<br>**Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.**<br>Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year. | $ 0.506934 /$100 |
| 58. | **Current year voter-approval tax rate, unadjusted for sales tax.**[44] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *M&O and Debt Tax Rate Worksheet.* | $ 0.622587 /$100 |
| 59. | **Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58. | $ 0.530254 /$100 |

## SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

| Line | Adjustment for Pollution Control Requirements Worksheet | Amount/Rate |
|---|---|---|
| 60. | **Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ.[45] The taxing unit shall provide its tax assessor-collector with a copy of the letter.[46] | $ 0 |
| 61. | **Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.* | $ 14,694,599,499 |
| 62. | **Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100. | $ 0.000000 /$100 |
| 63. | **Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax). | $ 0.530254 /$100 |

[40] Tex. Tax Code §26.041(d)
[41] Tex. Tax Code §26.041(i)
[42] Tex. Tax Code §26.041(d)
[43] Tex. Tax Code §26.04(c)
[44] Tex. Tax Code §26.04(c)
[45] Tex. Tax Code §26.045(d)
[46] Tex. Tax Code §26.045(i)

## SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [47] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [48]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [49]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [50] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [51]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [52]

| Line | Unused Increment Rate Worksheet | Amount/Rate |
|---|---|---|
| 64. | **Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value** | |
| | A. Voter-approval tax rate (Line 69) | $ 0.511872 /$100 |
| | B. Unused increment rate (Line 68) | $ 0.007782 /$100 |
| | C. Subtract B from A | $ 0.504090 /$100 |
| | D. Adopted Tax Rate | $ 0.511872 /$100 |
| | E. Subtract D from C | $ -0.007782 /$100 |
| | F. 2025 Total Taxable Value (Line 61) | $ 14,365,927,564 |
| | G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero. | $ 0 |
| 65. | **Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value** | |
| | A. Voter-approval tax rate (Line 68) | $ 0.521442 /$100 |
| | B. Unused increment rate (Line 67) | $ 0.000000 /$100 |
| | C. Subtract B from A | $ 0.521442 /$100 |
| | D. Adopted Tax Rate | $ 0.513086 /$100 |
| | E. Subtract D from C | $ 0.008356 /$100 |
| | F. 2024 Total Taxable Value (Line 60) | $ 13,380,538,330 |
| | G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero. | $ 1,118,077 |
| 66. | **Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value** | |
| | A. Voter-approval tax rate (Line 67) | $ 0.513086 /$100 |
| | B. Unused increment rate (Line 66) | $ 0.013383 /$100 |
| | C. Subtract B from A | $ 0.499703 /$100 |
| | D. Adopted Tax Rate | $ 0.513086 /$100 |
| | E. Subtract D from C | $ -0.013383 /$100 |
| | F. 2023 Total Taxable Value (Line 60) | $ 12,598,228,790 |
| | G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero. | $ 0 |
| 67. | **Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G | $ 1,118,077 |
| 68. | **2026 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100 | $ 0.007608 /$100 |
| 69. | **Total 2026 voter-approval tax rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution) | $ 0.537862 /$100 |

[47] Tex. Tax Code §26.013(b)
[48] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[49] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[50] Tex. Tax Code §26.0501(a) and (c)
[51] Tex. Local Gov't Code §120.007(d)
[52] Tex. Local Gov't Code §26.04(c)(2)(B)

## SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [53]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [54]

| Line | De Minimis Rate Worksheet | Amount/Rate |
|---|---|---|
| 70. | **Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *M&O and Debt Tax Rate Worksheet.* | $ 0.000000 /$100 |
| 71. | **Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.* | $ 0 |
| 72. | **Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100. | $ 0.000000 /$100 |
| 73. | **Current year debt rate.** Enter the rate from Line 49 of the *M&O and Debt Tax Rate Worksheet.* | $ 0.000000 /$100 |
| 74. | **De minimis rate.** Add Lines 70, 72 and 73. | $ 0.000000 /$100 |

## SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [55]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

| Line | Emergency Revenue Rate Worksheet | Amount/Rate |
|---|---|---|
| 75. | **2025 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.* | $ 0.511872 /$100 |
| 76. | **Adjusted 2025 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [56]<br><br>If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.*<br><br>**- or -**<br><br>If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [57] Enter the final adjusted 2025 voter-approval tax rate from the worksheet. | $ 0.000000 /$100 |
| 77. | **Increase in 2025 tax rate due to disaster.** Subtract Line 76 from Line 75. | $ 0.000000 /$100 |
| 78. | **Adjusted 2025 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.* | $ 13,858,231,239 |
| 79. | **Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100. | $ 0 |
| 80. | **Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.* | $ 14,191,412,544 |
| 81. | **Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [58] | $ 0.000000 /$100 |
| 82. | **Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate). | $ 0.537862 /$100 |

[53] Tex. Tax Code §26.012(8-a)
[54] Tex. Tax Code §26.063(a)(1)
[55] Tex. Tax Code §26.042(b)
[56] Tex. Tax Code §26.042(c)
[57] Tex. Tax Code §26.042(b)
[58] Tex. Tax Code §26.042(b)

## SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

**No-new-revenue tax rate.** $ 0.506934 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27.000

**Voter-approval tax rate** $ 0.537862 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69

**De minimis rate.** $ 0.000000 /$100
If applicable, enter the current year de minimis rate from Line 74.

## SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

## SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [59]

**print here** Melissa Leonard, PCAC
Printed Name of Taxing Unit Representative

**sign here**
Taxing Unit Representative

7-30-26
Date

[59] Tex. Tax Code §26.04(c-2) and (d-2)

## Notice About 2026 Tax Rates

Property tax rates in City of College Station.

This notice concerns the 2026 property tax rates for City of College Station. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

| | |
|---|---|
| **This year's no-new-revenue tax rate** | $0.506934/$100 |
| **This year's voter-approval tax rate** | $0.537862/$100 |

To see the full calculations, please visit http://brazos.countytaxrates.com for a copy of the Tax Rate Calculation Worksheet.

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**Unencumbered Fund Balance**

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

| **Type of Fund** | **Balance** |
|---|---|

**Current Year Debt Service**

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable)*.

| **Description of Debt** | **Principal or Contract Payment to be Paid from Property Taxes** | **Interest to be Paid from Property Taxes** | **Other Amounts to be Paid** | **Total Payment** |
|---|---|---|---|---|
| 2014 General Obligation Improvement & Refunding Bonds | 6,365,000 | 71,079 | 0 | 6,436,079 |
| 2016 General Obligation Improvement & Refunding Bonds | 4,425,000 | 212,325 | 0 | 4,637,325 |
| 2017 General Obligation Improvement & Refunding Bonds | 2,620,000 | 477,456 | 0 | 3,097,456 |
| 2020 General Obligation Refunding Bonds | 1,615,000 | 341,625 | 0 | 1,956,625 |
| 2020-A General Obligation Refunding Bonds | 1,120,000 | 82,496 | 0 | 1,202,496 |
| 2023 General Obligation Refunding Bonds | 335,000 | 253,625 | 0 | 588,625 |
| 2024 General Obligation Improvement & Refunding Bonds | 2,115,000 | 1,043,400 | 0 | 3,158,400 |
| 2025 General Obligation Improvement Bonds | 780,000 | 744,650 | 0 | 1,524,650 |
| 2013 Certificates of Obligation | 565,000 | 177,894 | 0 | 742,894 |
| 2016 Certificates of Obligation | 1,085,000 | 330,269 | 0 | 1,415,269 |
| 2017 Certificates of Obligation | 2,810,000 | 1,294,894 | 0 | 4,104,894 |
| 2018 Certificates of Obligation | 1,695,000 | 822,533 | 0 | 2,517,533 |
| 2019 Certificates of Obligation | 3,015,000 | 1,785,225 | 0 | 4,800,225 |
| 2020 Certificates of Obligation | 1,105,000 | 466,806 | 0 | 1,571,806 |
| 2021 Certificates of Obligation | 2,445,000 | 1,372,644 | 0 | 3,817,644 |
| 2022 Certificates of | 2,660,000 | 2,842,500 | 0 | 5,502,500 |

| | | | | |
|---|---|---|---|---|
| Obligation | | | | |
| 2023 Certificates of Obligation | 965,000 | 997,325 | 0 | 1,962,325 |
| 2024 Certificates of Obligation | 2,280,000 | 1,468,200 | 0 | 3,748,200 |
| 2025 Certificates of Obligation | 885,000 | 745,119 | 0 | 1,630,119 |
| 2026 Certificates of Obligation | 1,130,000 | 1,607,205 | 0 | 2,737,205 |
| BNY Mellon Admin Fees | 0 | 0 | 10,000 | 10,000 |

| | |
|---|---|
| Total required for 2026 debt service | $57,162,270 |
| - Amount (if any) paid from funds listed in unencumbered funds | $0 |
| - Amount (if any) paid from other resources | $27,452,494 |
| - Excess collections last year | $3,125 |
| = Total to be paid from taxes in 2026 | $29,706,651 |
| + Amount added in anticipation that the unit will collect only 99.76% of its taxes in 2026 | $71,467 |
| = Total debt levy | $29,778,118 |

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This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Melissa Leonard, PCAC, Brazos County Tax Assessor-Collector on 07/31/2026 .

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

**August 13, 2026**
**Item No. 8.2.**
**2950 Rock Prairie Road West**

**Sponsor:** Jeff Howell, Senior Planner

**Reviewed By CBC:** Planning & Zoning Commission

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 12.43 acres at 2950 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road.

**Relationship to Strategic Goals:**
Diverse & Growing Economy

**Recommendation(s):** This item was heard at the July 9 Planning and Zoning Commission meeting where the Commission voted 7-0 to recommend approval. Staff recommends denial of the Comprehensive Plan Future Land Use and Character Map amendment.

**Summary:** The applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from General Commercial to Urban Residential to for approximately 12.43 acres at 2950 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road. The Urban Residential land use designation is appropriate for range of high-density multifamily and attached residential development in various forms. This Comprehensive Plan Amendment is in conjunction with a rezoning of the property to MF Multi-Family to allow for additional residential development in the area. It is the applicant's intent to develop multi-family units on the subject property.

**REVIEW CRITERIA**

**1. Changed or changing conditions in the subject area of the City:** The subject property has a future land use designation of General Commercial. Those directly abutting it to the west have a future land use designation of Mixed Residential. The Urban Residential land use designation is appropriate for range of high-density multifamily and attached residential development in various forms. Buildings may be clustered and grouped and building setback from street varies but is generally consistent within a development. Also, they are to support commercial, service, office uses, and vertical mixed-use within redevelopment areas. The immediate area is primarily developed as a townhome development.

The properties to the south across Rock Prairie Road West are designated as General Commercial and Business Center, while those to the east across Old Wellborn Road are Neighborhood Conservation. The General Commercial areas appropriate for concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility. This request to change the land use designation of the subject property to Urban Residential as indicated by the applicant would allow for a high density development that would blend to the medium density Barracks development.

**2. Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole:** The applicant is

requesting an amendment to the Future Land Use & Character Map to Urban Residential and has also requested a rezoning to MF Multi-Family for the property. The intent of Urban Residential is intended to accommodate a wide range of attractive multifamily housing and provide vehicular and pedestrian connectivity between developments. This property was recently rezoned from R Rural to MU Mixed-Use with a condition to upgrade the sewer line along Old Wellborn Road, however this condition has not yet been satisfied. The subject property is located west of the intersection of Rock Prairie Road West and Old Wellborn Road. This area continues to experience a high amount of development, however this is in the form of single-family residential development as part of The Barracks. Due to this designation of General Commercial on this side of Wellborn Road, this area on Rock Prairie Road West should be preserved to allow for additional non-residential development in the area.

The applicant held a neighborhood meeting on May 14, 2026. All property owners within 200 feet of the subject property were notified of the neighborhood meeting, and no members of the public were in attendance. Attendees were the applicant, property owner/developer and City Staff.

Staff believes the proposal to amend the property to Urban Residential is not compatible with the character of the area as there is no preservation of the commercial area of Rock Prairie West. The adjacent Barracks development originally contained commercial areas, however those have been modified over time to indivudally platted residential properties. There are no other multi-family uses in the area and the only commercial areas to serve The Barracks exists on Holleman Drive South and Old Wellborn Road. In an effort to support the Economic Master Plan in 2016 and 2017, as part of a city-wide initiative with the Economic Development Department over 100 acres were rezoned to GC General Commercial throughout the City to preserve potential commercial sites for future development to ensure there are opportunities to expand retail services and support a diversified economy.

**3. Impact on environmentally sensitive and natural areas:** There is no FEMA designated floodplain on the property.

**4. Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** Water and wastewater services will be provided by College Station Utilities. The existing water and wastewater infrastructure was not adequate to support the needs of this development. As part of the previous rezoning request from R Rural to MU Mixed Use, approximately 506' of 12" sewer line required upsizing to service the property. This upsizing is necessary for the request to MF Multi-Family as well. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. The applicant states that a sanitary sewer line upgrade is designed, permitted, and expected to start construction imminently.

The subject property is located west the intersection of Rock Prairie Road West and Old Wellborn Road. Rock Prairie Road West which is a future 4-Lane Major Arterial on the Thoroughfare Plan. Access to adjacent roadways would be coordinated through the platting and site plan process. The proposed designation may increase the potential traffic generated in comparison to the existing General Commercial designation. As part of the rezoning application, the proposed use is expected to generate more than 150 trips in any peak hour; therefore, a TIA was required. As a result of the TIA, it was indicated that mitigation was required which includes a roundabout at General Parkway and Deacon Drive West, as well as the addition of separate turn lanes at General Parkway and Rock Prairie Road West. The applicant states commercial use on this property is highly problematic

because of the proximity of the railroad crossing, the removal of Old Wellborn, and the newly constructed medians within Rock Prairie Road West severely limiting access to the property for the commercial use.

**5. Consistency with the goals and strategies set forth in the Comprehensive Plan:** The intent of College Station's Comprehensive Plan is to create distinctive places, vibrant districts, attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas. The proposed amendment to Urban Residential, defined as areas that are appropriate for a range of high-density multifamily and attached residential development in various forms and limited non-residential uses that are compatible with the surrounding area. However, the Comprehensive Plan indicates that General Commercial areas tend to be concentrated along regionally significant roadways, such as Rock Prairie Road West.

The applicant states that housing of all types is in high demand and with the growing student housing demographic in this community, and in particular in this area, this property is suitable for this type development, given its location and surrounding uses.

**Budget & Financial Summary:**

**Attachments:**

1. Ordinance
2. Aerial and Small Area Map
3. Comprehensive Plan Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Comprehensive Plan Amendment Map

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM GENERAL COMMERCIAL TO URBAN RESIDENTIAL FOR APPROXIMATELY 12.43 ACRES OF LAND, GENERALLY LOCATED AT 2950 ROCK PRAIRIE ROAD WEST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

**PART 1:** That the "Official City of College Station Comprehensive Plan" is hereby amended by adding new Subsection "E.1.p." of Exhibit "A" thereto as set out in Exhibit "A" attached hereto and made a part hereof; as set out in Exhibit "B" attached hereto and made a part hereof.

**PART 2:** That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

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

**PASSED, ADOPTED and APPROVED this _____ day of ____, 2026.**

**ATTEST:** **APPROVED:**

_____ _____

**City Secretary** **Mayor**

**APPROVED:**

_____

**City Attorney**

## EXHIBIT A

That Ordinance No. 4303 adopting the "Official City of College Station Comprehensive Plan" as amended, is hereby amended by adding Subsection "E.1.p." to Exhibit "A" of said plan for Exhibit "A" to read in its entirety as follows:

### A. Comprehensive Plan

The Official City of College Station Comprehensive Plan (Ordinance 4303) is hereby adopted and consists of the following:

1. Plan Foundation;
2. Distinctive Places;
3. Strong Neighborhoods;
4. A Prosperous Economy;
5. Engaging Spaces;
6. Integrated Mobility;
7. Exceptional Services;
8. Managed Growth;
9. Collaborative Partnerships; and
10. Plan Implementation

### B. Master Plans

The following Master Plans are hereby adopted and made a part of the Official City of College Station Comprehensive Plan:

1. Parks, Recreation, and Open Spaces Master Plan dated July 2011;
2. Economic Development Master Plan dated February 2026;
3. The Water System Master Plan dated April 2017;
4. The Wastewater System Master Plan dated April 2017;
5. Northeast Gateway Redevelopment Plan dated September 2023;
6. Wellborn District Plan dated October 2023;
7. Housing Action Plan dated September 2024; and
8. Active Transportation Master Plan dated May 2026.

### C. Master Plan Amendments

The following Master Plan Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Expiring the East College Station Transportation Study dated May 2005 – Ordinance 4404, dated November 10, 2022.
2. Expiring the Central College Station Neighborhood Plan dated June 2010 – Ordinance 4404, dated November 10, 2022.
3. Expiring the Eastgate Neighborhood Plan dated June 2011 – Ordinance 4404, dated November 10, 2022.
4. Expiring the Southside Area Neighborhood Plan dated August 2012 – Ordinance 4404, dated November 10, 2022.
5. Expiring the South Knoll Neighborhood Plan dated September 2013 – Ordinance 4404, dated November 10, 2022.
6. Expiring the Bicycle, Pedestrian, and Greenways Master Plan dated January 2010 – Ordinance 4690 dated May 28, 2026.
7. Expiring the Northgate Redevelopment Plan dated November 1996 – Ordinance 4690 dated May 28, 2026.
8. Expiring the Revised Wolf Pen Creek Master Plan dated 1998 – Ordinance 4690 dated May 28, 2026.
9. Expiring the Northgate Redevelopment Implementation Plan dated July 2003 – Ordinance 4690 dated May 28, 2026.
10. Expiring the Medical District Master Plan dated October 2012 – Ordinance 4690 dated May 28, 2026.

**D. Text Amendments**

The following Text Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Text Amendments:
    a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.
    b. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to remove expired plans – Ordinance 4404, dated November 10, 2022.
    c. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to rename the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.

d. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to update it to the Wellborn District Plan, to revise the Future Land Use & Character descriptions to remove the Wellborn future land use and incorporate it and the Wellborn-specific zoning districts into the Neighborhood Commercial, Suburban Residential, and Estate Residential future land use descriptions and generally appropriate zoning districts – Ordinance 4474, dated October 12, 2023.

e. *Chapter 1. Plan Foundation, Chapter 2. Distinctive Places, Chapter 3. Strong Neighborhoods, Chapter 4. A Prosperous Economy, Chapter 5. Engaging Spaces, Chapter 6. Integrated Mobility, Chapter 7. Exceptional Service, Chapter 8. Managed Growth, Chapter 9. Collaborative Partnerships,* and *Chapter 10. Plan Implementation* by amending text based on the recommendations of the Comprehensive Plan 5-Year Evaluation & Appraisal Report 2025 to remove repeated or redundant narrative and outdated information; update existing conditions and contextual data; incorporate strategies and narrative related to the updated Economic Development Master Plan; amend the implementation table to include action items for Chapter 4; and combine and add action items to improve clarity for implementation – Ordinance 4690 dated May 28, 2026

## E. Map Amendments

The following Map Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Future Land Use & Character Map:
    a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.
    b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
    c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 4388, dated September 8, 2022.
    d. Approximately 2.611 acres of land, generally located at 100 - 170 Graham Road from Business Center to Neighborhood Commercial – Ordinance 4435, dated May 15, 2023.
    e. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    f. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

g. Approximately 3.25 acres of land generally located west of the intersection of Nantucket Drive and State Highway 6 S from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas – Ordinance 4520, dated May 23, 2024.
h. Approximately 3 acres of land generally located at located at 116 and 120 Morgans Lane from Urban Residential to General Commercial – Ordinance 4525, dated June 27, 2024.
i. Approximately 11 acres of land generally located at 3182 Holleman Drive South from Mixed Residential and Natural & Open Areas to Urban Residential – Ordinance 4566, dated December 12, 2024.
j. Approximately 1.047 acres of land generally located at 3423 Cain Road and 3197 Holleman Drive South from Mixed Residential to General Commercial – Ordinance 4571, dated January 23, 2025.
k. Approximately 3.60 acres of land generally located at 3768 McCullough Road from Estate Residential to Neighborhood Commercial – Ordinance 4578, dated February 27, 2025
l. Approximately 2.752 acres of land generally located at 2360 Harvey Mitchell Parkway South from General Commercial to Urban Residential – Ordinance 4596, dated June 12, 2025.
m. Approximately 2.5 acres of land generally located south of the intersection of University Drive East and East Crest Drive from General Commercial to Urban Residential – Ordinance 4609, dated August 14, 2025.
n. Approximately 6.995 acres of land generally located at 8650 Turkey Creek Road from Neighborhood Center to Urban Residential – Ordinance 4660, dated March 26, 2026.
o. Approximately 7.2 acres generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South from General Commercial to Urban Residential – Ordinance 4692, dated July 9, 2026.
p. Approximately 12.43 acres of land generally located at 2950 Rock Prairie Road West from General Commercial to Urban Residential.

2. Planning Areas Map:
    a. Removing the Central College Station Neighborhood Plan, Eastgate Neighborhood Plan, Southside Area Neighborhood Plan, and South Knoll Neighborhood Plan – Ordinance 4404, dated November 10, 2022.
    b. Renaming the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    c. Renaming the Wellborn Community Plan to the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
    d. Removing the Medical District Master Plan and renumbering the planning areas Ordinance 4690 dated May 28, 2026.

e. Renaming the Harvey Road Redevelopment Area to the Harvey Road Corridor Redevelopment Plan, and adjusting the planning area boundaries – Ordinance 4690 dated May 28, 2026

3. Functional Classification & Context Class Map:
   a. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
   b. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
   c. Amended to remove the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south – Ordinance 4672, dated April 9, 2026
   d. Amended to remove the future extension of Pavilion Avenue, a Minor Collector, between Sebesta Road and State Highway 6 – Ordinance 4677, dated May 18, 2026
   e. Amended to reclassify Pebble Creek Parkway shown as a Minor Arterial to a Major Collector – Ordinance 4690 dated May 28, 2026.

## F. General

1. **Conflict.** All parts of the Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.

2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction ("ETJ"). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares, bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.

3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be, nor be considered, a zoning map, shall not constitute zoning regulations or establish zoning boundaries, and shall not be site or parcel specific but shall be used to illustrate generalized locations.

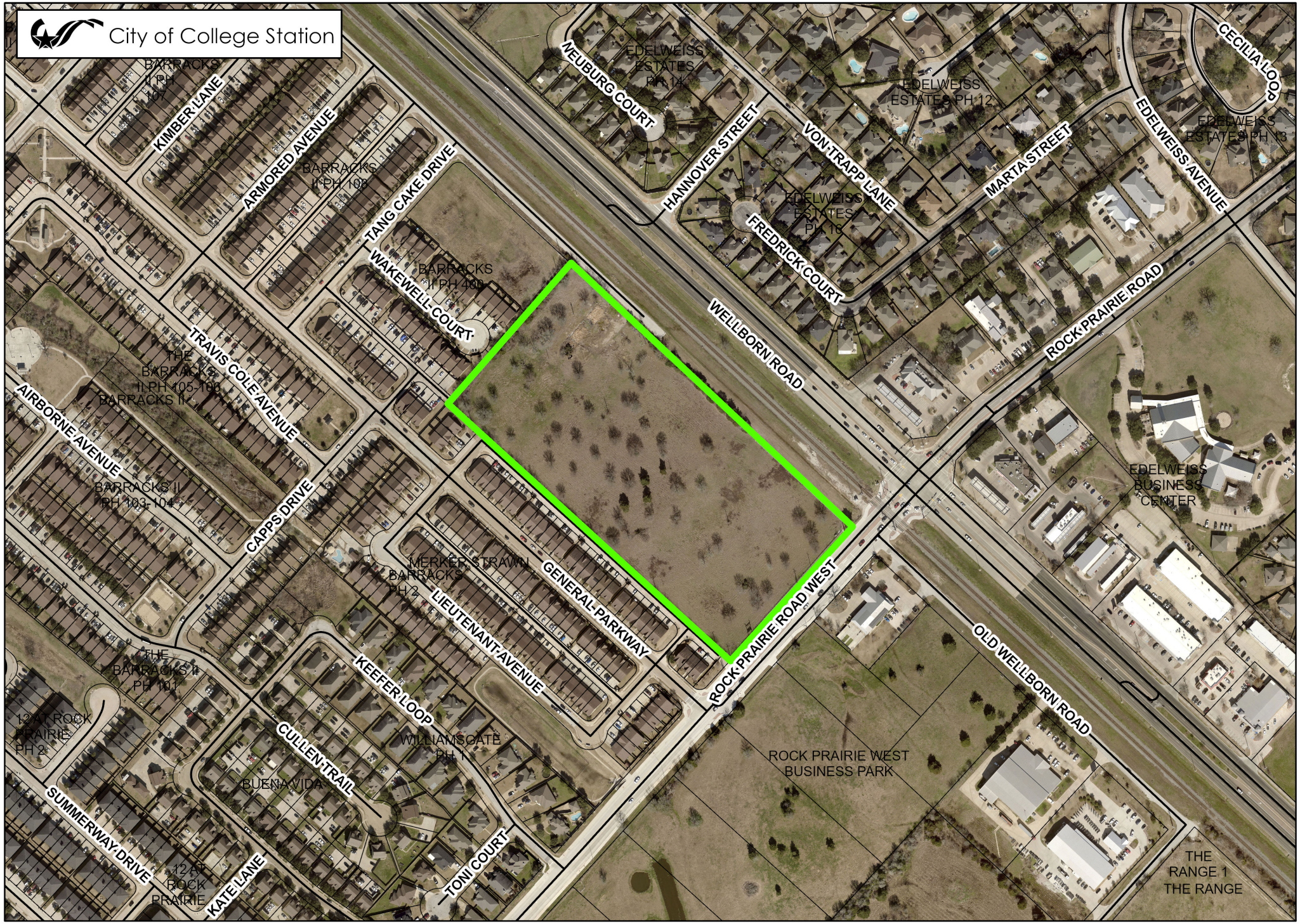
4. **General nature of College Station Comprehensive Plan.** The Comprehensive Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive Plan without being considered an amendment thereto.

5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

## EXHIBIT B

That the "Official City of College Station Comprehensive Plan" is hereby amended by amending a portion of the map titled "Future Land Use & Character" from General Commercial to Urban Residential for the following property:





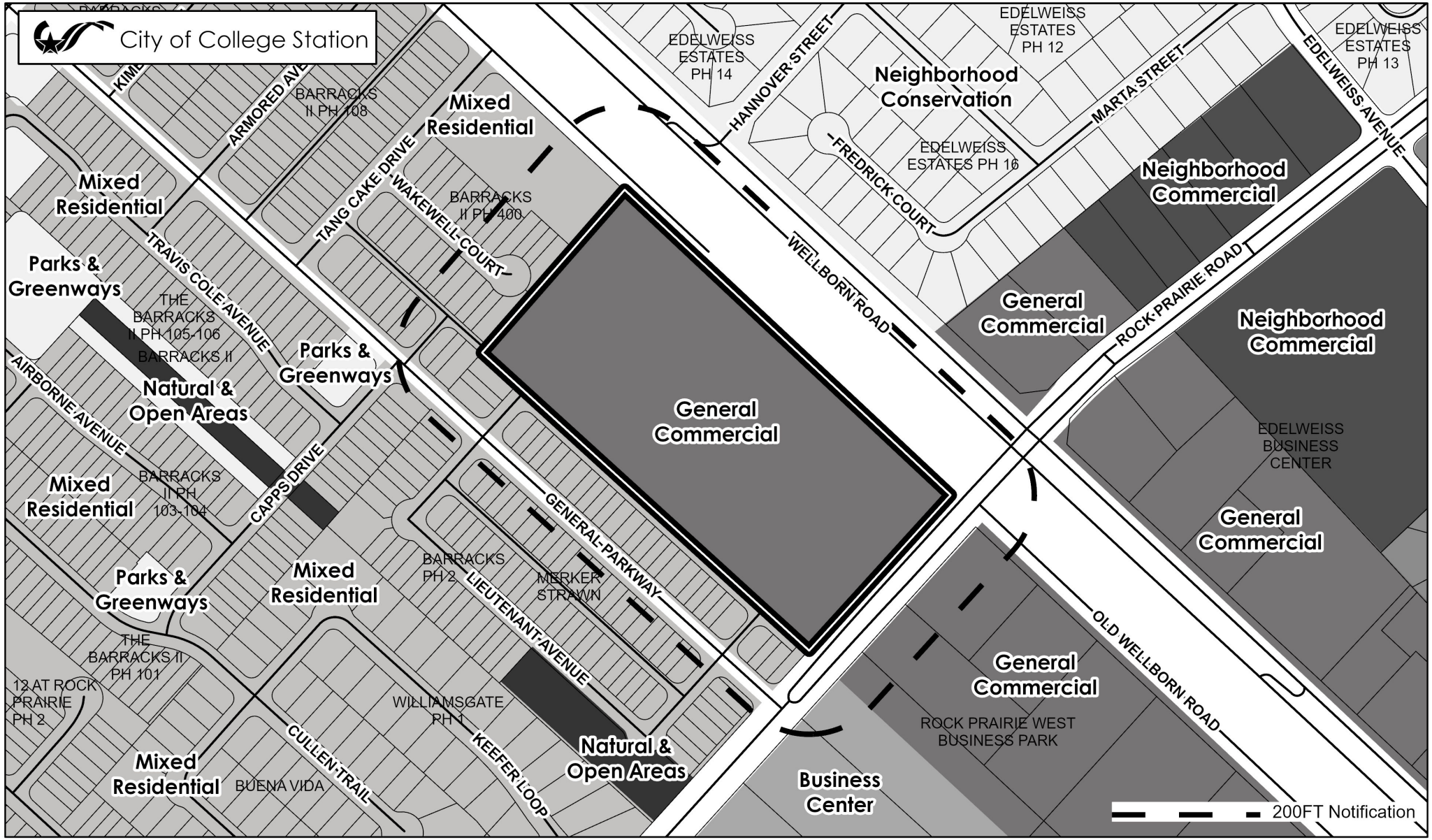

NORTH

0 337.5 675 Feet

**2950 ROCK PRAIRIE ROAD W**
**GENERAL COMMERCIAL TO URBAN RESIDENTIAL**

Case: CPA2026-000004

COMPREHENSIVE PLAN AMENDMENT




**FUTURE LAND USE DISTRICTS** (In Grayscale)

Residential
Urban Residential
Mixed Residential
Suburban Residential
Estate Residential
Rural
Neighborhood Conservation

Non-Residential
General Commercial
Neighborhood Commercial
Business Center
Medical

Combined Centers
Urban Center
Neighborhood Center

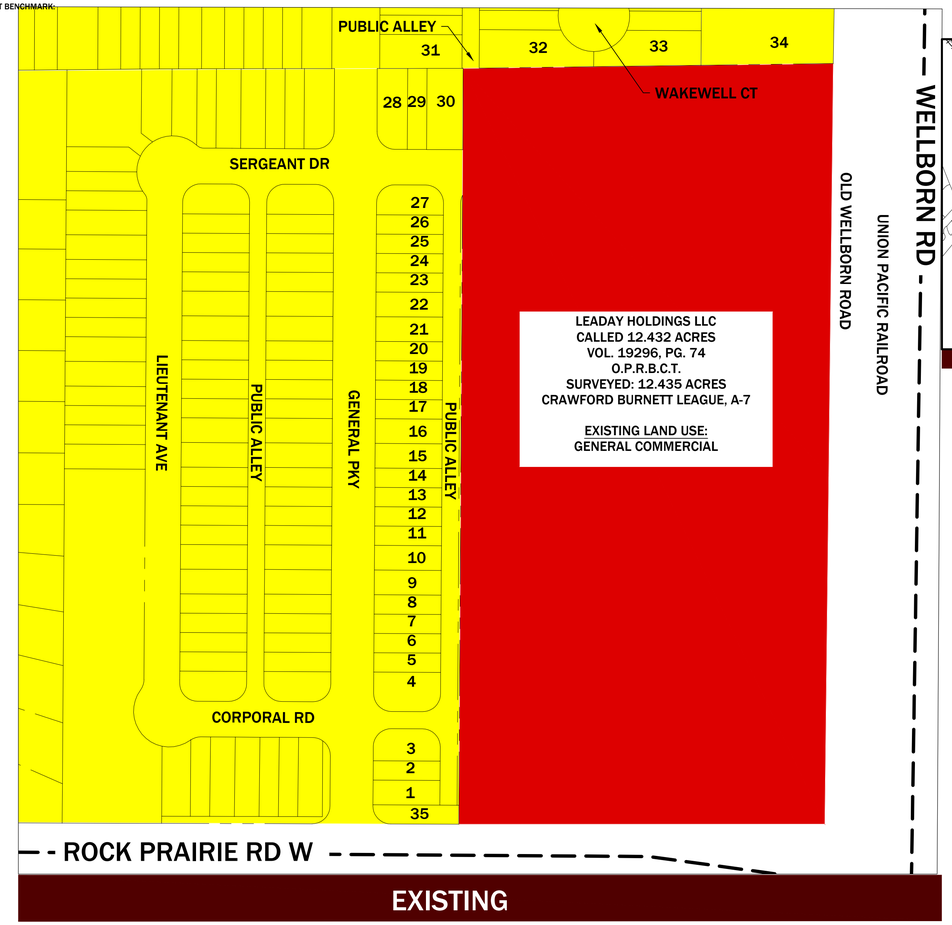
Other
Institutional/Public
TAMU
Parks & Greenways
Natural & Open Areas
Redevelopment Areas

NORTH 0 320 640 Feet

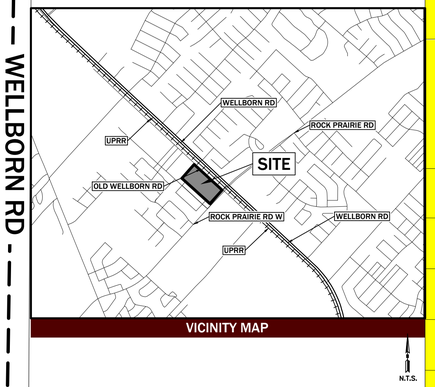
**2950 ROCK PRAIRIE ROAD W**
**GENERAL COMMERCIAL TO URBAN RESIDENTIAL**

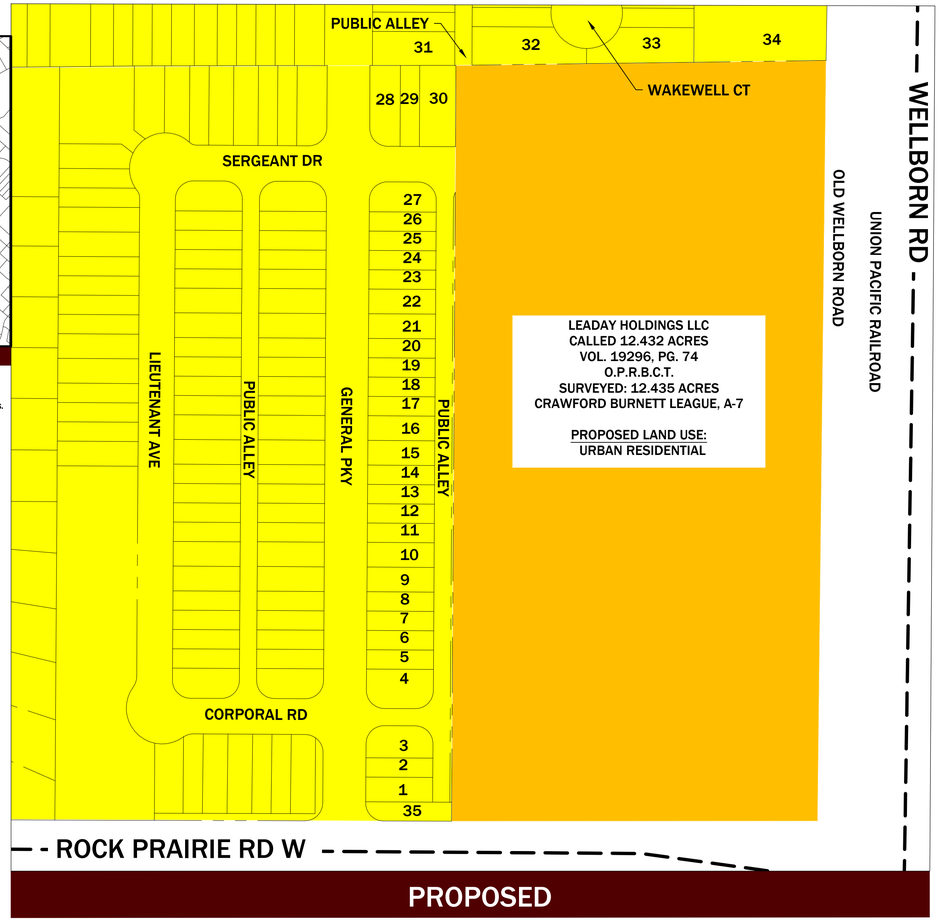
Case: CPA2026-000004
COMPREHENSIVE PLAN AMENDMENT

PROJECT BENCHMARK:




EXISTING




PROPOSED

| NUMBER | OWNER | LEGAL DESCRIPTION | EXISTING LAND USE | EXISTING ZONING |
|---|---|---|---|---|
| 1 | HUGHSON CONNOR R ET AL | THE BARRACKS PH 1, BLOCK 1, LOT 1 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 2 | KINCHELOE KIMBERLY A | THE BARRACKS PH 1, BLOCK 1, LOT 2 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 3 | JIM SELF PROPERTIES LLC | THE BARRACKS PH 1, BLOCK 1, LOT 3 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 4 | DTSSPS LLC | THE BARRACKS PH 1, BLOCK 1, LOT 4 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 5 | KOVAR KENNETH DWAYNE & WANDA MARY | THE BARRACKS PH 1, BLOCK 1, LOT 5 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 6 | BATES STEPHEN & STACY | THE BARRACKS PH 1, BLOCK 1, LOT 6 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 7 | V G GROUP SERVICE LLC | THE BARRACKS PH 1, BLOCK 1, LOT 7 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 8 | CAPPS ERIC THOMAS AND ORAL CAPPS JR | THE BARRACKS PH 1, BLOCK 1, LOT 8 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 9 | PETERSON JORDAN | THE BARRACKS PH 1, BLOCK 1, LOT 9 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 10 | NGO BRYAN QUOC & VY NGOC VO | THE BARRACKS PH 1, BLOCK 1, LOT 10 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 11 | FINCH ALAN S | THE BARRACKS PH 1, BLOCK 1, LOT 11 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 12 | GARDNER JEFFREY & JENNY | THE BARRACKS PH 1, BLOCK 1, LOT 12 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 13 | BAYER MICHAEL D & JANICE ANN | THE BARRACKS PH 1, BLOCK 1, LOT 13 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 14 | BACAK RUSSELL BRYAN | THE BARRACKS PH 1, BLOCK 1, LOT 14 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 15 | JAKUBIK DWAIN RAY & MONICA MARIE | THE BARRACKS PH 1, BLOCK 1, LOT 15 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 16 | PETERSON JORDAN MICHAEL & MELISSA | THE BARRACKS PH 1, BLOCK 1, LOT 16 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 17 | GIBSON BRANDON | THE BARRACKS PH 1, BLOCK 1, LOT 17 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 18 | THORNTON ERICA | THE BARRACKS PH 1, BLOCK 1, LOT 18 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 19 | CAREY LIVING TRUST | THE BARRACKS PH 1, BLOCK 1, LOT 19 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 20 | KILBOURNE DAVID J & BRENDA R | THE BARRACKS PH 1, BLOCK 1, LOT 20 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 21 | KERR SUNSHINE PROPERTIES LLC | THE BARRACKS PH 1, BLOCK 1, LOT 21 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 22 | FELTMAN ROBERT J SR & TATIA S | THE BARRACKS PH 1, BLOCK 1, LOT 22 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 23 | LEONE NICHOLAS V | THE BARRACKS PH 1, BLOCK 1, LOT 23 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 24 | GLENSHESK LLC | THE BARRACKS PH 1, BLOCK 1, LOT 24 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 25 | FUSCA LLC- SERIES 3348 GENERAL PARKWAY | THE BARRACKS PH 1, BLOCK 1, LOT 25 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 26 | LOTH INDIA & CHESTER | THE BARRACKS PH 1, BLOCK 1, LOT 26 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 27 | DIRAVIAM DEREK | THE BARRACKS PH 1, BLOCK 1, LOT 27 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 28 | MARK PARMER LLC | THE BARRACKS PH 2, BLOCK 2, LOT 31A | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 29 | NEWTON TERRY JOHN & ROSELYNN MARIE | THE BARRACKS PH 2, BLOCK 2, LOT 32A | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 30 | WILLIAMS LINDA RUDDER | THE BARRACKS PH 2, BLOCK 2, LOT 33A | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 31 | PERWIN INVESTMENTS LLC | THE BARRACKS II PH 102, BLOCK 26, LOT 3 | MIXED RESIDENTIAL | PDD - PLANNED DEVELOPMENT DISTRICT |
| 32 | BARROW KURT | THE BARRACKS II PH 400, BLOCK 36, LOT 1 | MIXED RESIDENTIAL | PDD - PLANNED DEVELOPMENT DISTRICT |
| 33 | LOTH INDIA & CHESTER | THE BARRACKS II PH 400, BLOCK 36, LOT 26 | MIXED RESIDENTIAL | PDD - PLANNED DEVELOPMENT DISTRICT |
| 34 | BEE SPRING LTD | THE BARRACKS II PH 400, BLOCK 36, LOT 40 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |
| 35 | THE BARRACKS AT ROCK PRAIRIE | THE BARRACKS PH 1, LOT COMMON AREAS #1-4 | MIXED RESIDENTIAL | MH - MIDDLE HOUSING |


MITCHELL M&M MORGAN
T.979.260.6963
F.979.260.3564
TX. FIRM # F-1443
3204 EARL RUDDER FWY. S.
COLLEGE STATION, TX 77845
PLAN & DESIGN SPECIALISTS IN
CIVIL ENGINEERING•HYDRAULICS
HYDROLOGY•UTILITIES•STREETS
SITE PLANS•SUBDIVISIONS
www.mitchellandmorgan.com



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to be used for regulatory
bidding or permit purposes.
Version 1.0
Veronica J. Morgan, P.E.
No. 139381


APRIL 2026
Designed by: VJBM
Drawn By: JT
Checked By: VJBM

Prepared For:
RYCON CONSTRUCTION
25700 I-45 NORTH, SUITE 110
THE WOODLANDS, TX

Revisions

COMPREHENSIVE PLAN AMENDMEN EXHIBIT

*2950 Rock Prairie West Multi Family*

CP

## BACKGROUND INFORMATION

**NOTIFICATIONS**

Advertised Commission Hearing Date: July 2, 2026
Advertised Council Hearing Date: August 13, 2026

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

The Barracks at Rock Prairie

Williamsgate

Property owner notices mailed: 83

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

**ADJACENT LAND USES**

| Direction | Comprehensive Plan | Zoning | Land Use |
|---|---|---|---|
| **North** | Mixed Residential | PDD Planned Development District, MH Middle Housing | Vacant, Townhomes |
| **South** | General Commercial, Business Center | CI Commercial Industrial, R Rural | Vacant, Veterinary Clinic, Rock Prairie Road West (Major Arterial) |
| **East** | Neighborhood Conservation, General Commercial | GS General Suburban, GC General Commercial, R Rural | Old Wellborn Road (local street), Railroad ROW, Wellborn Road (Major Arterial), Single-family dwellings, Fuel Station |
| **West** | Mixed Residential | PDD Planned Development District, MH Middle Housing | Duplexes, Vacant, Holleman Drive South (Minor Arterial) |

**DEVELOPMENT HISTORY**

**Annexed:** November 2002

**Zoning:** A-O Agricultural-Open (upon annexation 2002)

A-O Agricultural-Open renamed to R Rural (2013)

*Conditional Rezoning R Rural to MU Mixed-Use (2025), however condition not yet satisfied*

**Final Plat:** Unplatted

**Site Development:** Vacant

# COMP PLAN APPLICATION
# SUPPORTING INFORMATION

**Name of Project:** 2950 ROCK PRAIRIE ROAD W-GC TO URBAN RESIDENTIAL (CPA2026-000004)

**Address:**

**Legal Description:** A000701, CRAWFORD BURNETT (ICL), TRACT 179, 12.4 ACRES

**Total Acreage:** 12.4

**Applicant:** KERRY GEORGE

**Property Owner:** Leaday Holdings LLC

**What element of the Comprehensive Plan and at what location is requested to be amended?**

We are requesting an amendment to the Land Use and Character portion of the Comprehensive Plan for 12.4 acres of land located at the northwest corner of the Rock Prairie Road West and Wellborn Road intersection.

**What is the amendment requested?**

We are requesting that the Land Use and Character designation be amended from General Commercial to Urban Residential.

**What is the reason for the amendment?**

Housing of all types is in high demand and with the growing student housing demographic in this community, and in particular in this area, this property is suitable for this type development, given its location and surrounding uses. The reason for the amendment is because of the poor suitability for a commercial component at this location. Commercial use on this property is highly problematic because of the proximity of the railroad crossing and the existing medians within Rock Prairie Road West severely limiting access to the property for the commercial use.

**Explain the changed or changing conditions in the subject area of the City.**

The Comprehensive Plan Update that was adopted in October 2021 changed the land use for this property to General Commercial. Prior to this amendment, the land use for this property was General Suburban with the actual use being medium density residential via attached single-family dwellings. Almost immediately after the adoption of the new plan, construction commenced on several roadway and railroad improvements within the area most importantly being the Rock Prairie Road West reconstruction that included a significant reconfiguration of the intersection of Rock Prairie Road West and Wellborn Road (FM 2154). Commercial use on this property is highly problematic because of the proximity of the railroad crossing, the removal of Old Wellborn, and the newly constructed medians within Rock Prairie Road West severely limiting access to the property for the commercial use.

**How will this change be compatible with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the city as a whole?**

The subject property is surrounded by medium density residential, mostly student housing/rentals, to the north and west and is bounded by Union Pacific Railroad and Wellborn Road to the east and Rock Prairie Road West to the south. Additional residential for student housing/multi-family is compatible with the adjacent properties and character of the surrounding uses. The proposed urban residential land use acts as a transition for the residential uses between Wellborn Road, UPRR and Rock Prairie Road West.

**Explain the impact on environmentally sensitive and natural areas and infrastructure, including water, wastewater, drainage and transportation network.**

There are no known environmentally sensitive areas within the property or its immediate surrounding areas. All development will follow City codes and ordinances and will not have adverse impacts on surrounding areas.

**List any impacts on infrastructure, including water, wastewater, drainage, and transportation network.**

The impacts to the water and wastewater systems will be limited to available capacity. If any impacts would be detrimental, they would be mitigated with improvements or limitations on density. A sanitary sewer line upgrade is designed, permitted, and expected to start construction imminently. The drainage system for this development will comply with the City of College Station drainage ordinance. The proposed use is expected to generate more than 150 trips in any peak hour; therefore, a TIA was required. As a result of the TIA, it was indicated that mitigation was not required.

**Explain how this change will be consistant with the goals and strategies set forth in the Comprehensive Plan.**

The Comprehensive Plan projects that College Station will be severely deficient in housing over the next several years. The plan states “If population and housing demands continue to increase and state legislation restricting annexation remains in effect, the city will naturally face a greater need for increased density in appropriately targeted areas.” Housing of all types is in high demand and with the growing student housing demographic in this community, and in particular in this area, this property is suitable for this type development, given its location and surrounding uses.

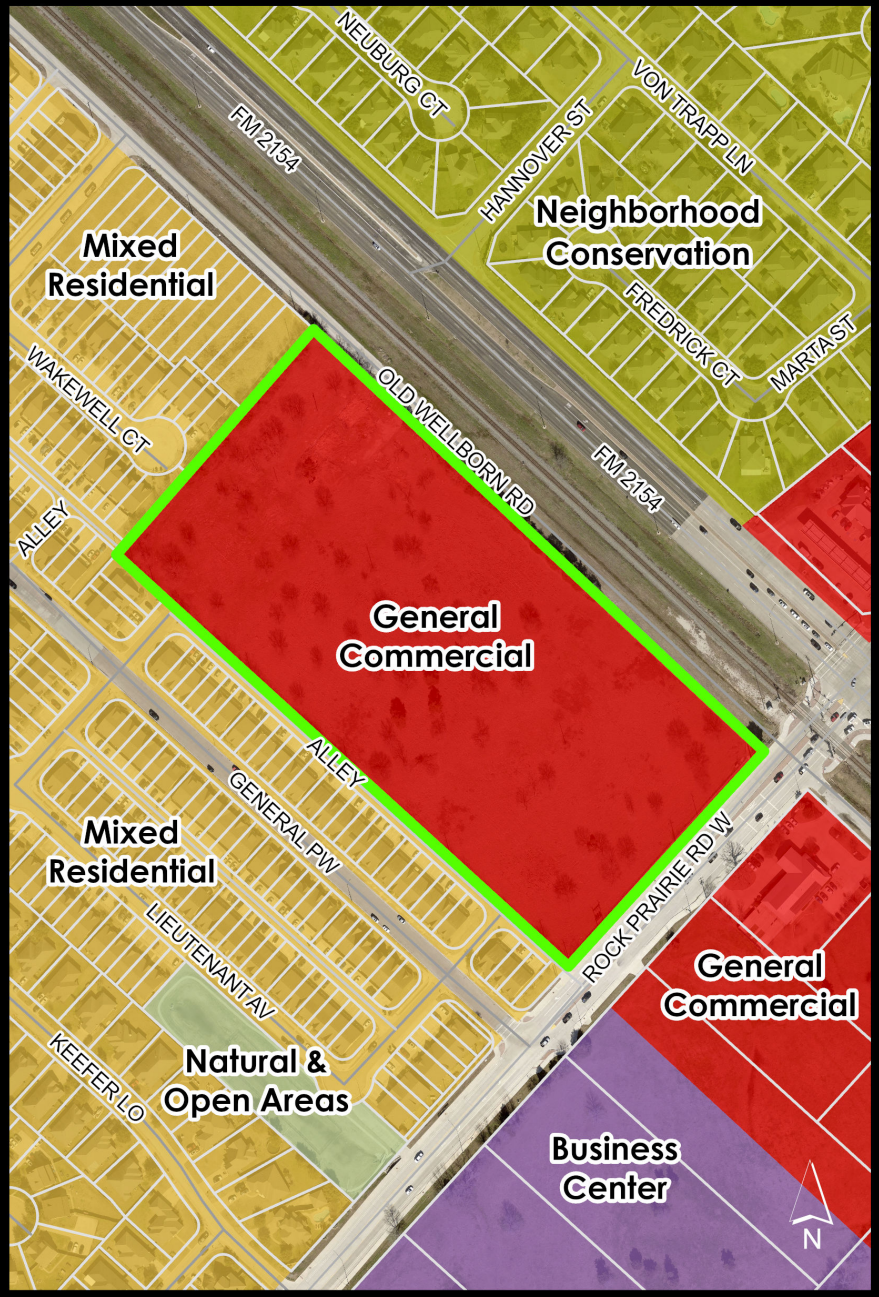
**List any other reasons to support this zone change.**

N/A

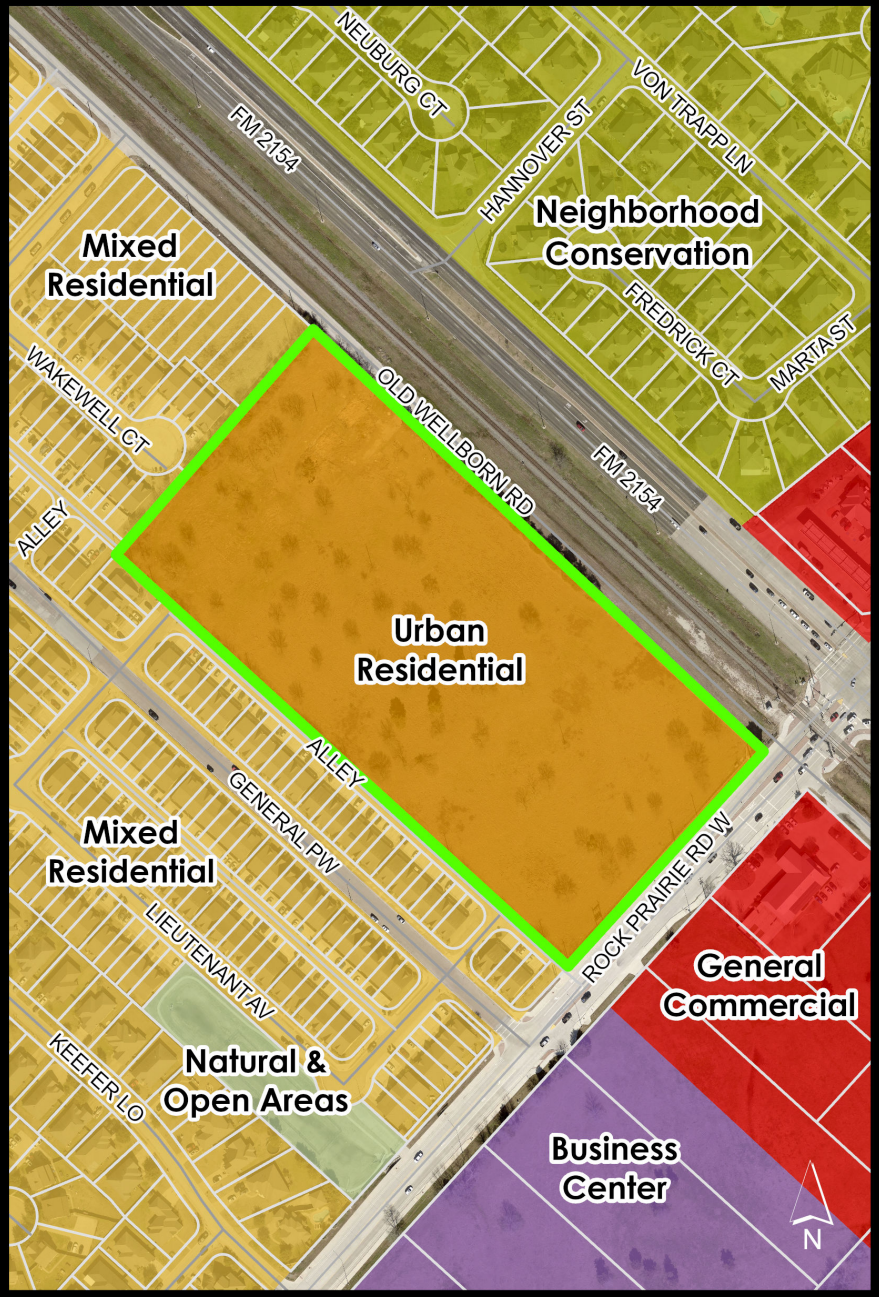
**List any other additional properties.**

Not Applicable.

## EXISTING
Future Land Use




## PROPOSED
Future Land Use



**August 13, 2026**
**Item No. 8.3.**
**2950 Rock Prairie Road West**

**Sponsor:** Jeff Howell, Senior Planner

**Reviewed By CBC:** Planning & Zoning Commission

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2025-4574 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to MF Multi-Family for approximately 12.43 acres at 2950 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road.

**Relationship to Strategic Goals:**
Diverse & Growing Economy

**Recommendation(s):** This item was heard at the July 9 Planning and Zoning Commission meeting where the Commission voted 7-0 to recommend approval. Staff recommends denial of this rezoning request as it is not in line with the Comprehensive Plan and not compatible with the surrounding area. If approved however, staff recommends the condition that the construction, installation and acceptance of approximately 506 ft portion of sewer line (from manhole numbers O38B2M007 to O38B2M006) on Old Wellborn Rd be improved within 24 months of the signed ordinance for the zoning to take effect. This line must be approved by the City of College Station Water Services Department and Planning and Development Services Department, and in compliance with the B/CS Design Guidelines.

**Summary:** This request is to rezone approximately 12.43 acres of land generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road from R Rural to MF Multi-Family. The tract proposed to be rezoned consists of an un-platted property which is currently vacant. The property was originally zoned R Rural upon annexation to the City in 2002. A recent rezoning request to MU Mixed-Use was conditionally approved for this property in 2025, however the condition has not yet been satisfied. Therefore, the current zoning remains R Rural. This rezoning request would repeal the previously approved rezoning to MU Mixed-Use in its entirety (Ordinance No. 2025-4574). This zoning request to MF Multi-Family is in effort to provide additional housing to this area. The applicant is requesting the zoning district change to allow for uses permitted under the MF Multi-Family zoning for a strictly multi-family development, with no mix of uses which would not be permitted on properties zoned R Rural, nor allowed under MU Mixed-Use.

**REZONING REVIEW CRITERIA**
**1. Whether the proposal is consistent with the Comprehensive Plan:**

The subject property is designated on the Comprehensive Plan Future Land Use & Character Map as General Commercial. For the General Commercial land use, the Comprehensive Plan provides the following:

*Areas of commercial activities that cater both to nearby residents and to the larger community or region. These areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.*

The intent of the General Commercial land use is to accommodate commercial uses, concentrate development at major intersections, and encourage shared surface parking.

The applicant has submitted an amendment request for a land use change from General Commercial to Urban Residential. For the Urban Residential land use, the Comprehensive Plan provides the following:

*Areas appropriate for a range of high-density multifamily and attached residential development in various forms. Buildings may be clustered and grouped. Building setback from street varies but is generally consistent within a development. Also, they are to support commercial, service, office uses, and vertical mixed-use within redevelopment areas.*

The intent of the Urban Residential land use is to accommodate a wide range of attractive multifamily housing for a diverse population. Buildings may be clustered and grouped with connectivity between developments.

The zoning districts that are generally appropriate within the Urban Residential land use include: Multi-family, townhouse, mixed-use, and limited suburban commercial zoning.

Staff believes the proposal to amend the property to Urban Residential is not compatible with the character of the area as there is no preservation of the commercial area of Rock Prairie West. There are no other multi-family uses in the area and the only commercial areas to serve The Barracks exists on Holleman Drive South and Old Wellborn Road. In an effort to support the Economic Master Plan in 2016 and 2017, as part of a city-wide initiative with the Economic Development Department over 100 acres were rezoned to GC General Commercial throughout the City to preserve potential commercial sites for future development to ensure there are opportunities to expand retail services and support a diversified economy.

Should the request to amend the Comprehensive Plan be denied, the rezoning request is no longer consistent with the Comprehensive Plan Future Land Use and Character Map.

**2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:**

The subject property is adjacent to medium density residential development with attached single-family dwellings to the north, as well as to the west. The properties to the east are detached single-family and commercial however these are located across Wellborn Road and the UP railroad tracks. To the south is land currently vacant and a veterinary clinic on the other side of Rock Prairie Road West. This area continues to experience a high amount of development, however this is in the form of single-family residential development as part of The Barracks. However, due to this designation of General Commercial, this corridor on Rock Prairie should be preserved to allow for additional non-residential development in the area. There are no other multi-family uses in the area and the only commercial areas on this side of the railroad tracks to serve The Barracks exists on Holleman Drive South and Old Wellborn Road.

**3. Whether the property to be rezoned is physically suitable for the proposed zoning district:**

The size and location of the subject property is suitable for a multi-family development, and would have to conform to the density and development standards for the district. The applicant states

housing of all types is in high demand and with the growing student housing demographic in this community, and in particular in this area.

**4. Whether there are available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:**

Water and wastewater services will be provided by College Station Utilities. The existing water and wastewater infrastructure was not adequate to support the needs of this development. As part of the previous rezoning request from R Rural to MU Mixed Use, approximately 506' of 12" sewer line required upsizing to service the property. This same requirement is necessary for the MF Multi-family zoning request. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. The applicant states that a sanitary sewer line upgrade is designed, permitted, and expected to start construction imminently. The subject property fronts Rock Prairie Road West, which is classified as a major arterial. The proposed use is expected to generate more than 150 trips in any peak hour; therefore, a TIA was required. As a result of the TIA, it was indicated that mitigation was required which includes a roundabout at General Parkway and Deacon Drive West, as well as the addition of separate turn lanes at General Parkway and Rock Prairie Road West. The applicant states commercial use on this property is highly problematic because of the proximity of the railroad crossing, the removal of Old Wellborn, and the newly constructed medians within Rock Prairie Road West severely limiting access to the property for the commercial use.

**5. The marketability of the property:**

The uses allowed by the proposed zoning district are generally marketable for the area. The applicant states there is not a market for a rural development on this tract of land in this location. The applicant also indicates this area would be conducive to multi-family residential and an issue of marketability for a commercial use on this property is due to access issues created by the proximity of the railroad crossing and the existing medians within Rock Prairie Road West.

**Budget & Financial Summary:**

**Attachments:**

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

**ORDINANCE NO. _____**

**AN ORDINANCE REPEALING ORDINANCE NO. 2025-4574 AND AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO MF MULTI-FAMILY AFFECTING APPROXIMATELY 12.43 ACRES AT 2950 ROCK PRAIRIE ROAD WEST, GENERALLY LOCATED WEST OF THE INTERSECTION OF ROCK PRAIRIE ROAD WEST AND OLD WELLBORN ROAD CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

**PART 1:** That Ordinance No. 2025-4574 be repealed in its entirety and that Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A", Exhibit "B" and Exhibit "C"** attached hereto and made a part of this Ordinance for all purposes.

**PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

**PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

**PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

**PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.**

**ATTEST:** **APPROVED:**

_____ _____

**City Secretary** **Mayor**

**APPROVED:**

_____

**City Attorney**

## Exhibit A

That Ordinance No. 2025-4574 be repealed in its entirety and that Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to MF Multi-Family:

**BEING 12.435 ACRES OF LAND SITUATED IN THE CRAWFORD BURNETT LEAGUE, A-7, BRAZOS COUNTY, TEXAS AND BEING A CALLED 12.432 ACRE TRACT DESCRIBED IN VOLUME 19296, PAGE 74 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (O.P.R.B.C.T.); SAID 12.435 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED WITH ALL BEARINGS, DISTANCES, AND AREAS BEING REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, GRID VALUES AS FOLLOWS:**

**BEGINNING** at a 1/2-inch diameter iron rod with cap found for the east corner of Lot 27, Block 36 of The Barracks II Subdivision, Phase 400, a subdivision of record as recorded in Volume 13225, Page 186, O.P.R.B.C.T. and being in the south margin of Old Wellborn Road, and for the north corner and **POINT OF BEGINNING** of the herein described tract, from which a 2-inch in width "X" cut in the concrete found in the south margin of said Old Wellborn Road bears North 47°03'56" West, 400.96 feet;

**THENCE** South 46°52'45" East, 1067.38 feet with the south margin of said Old Wellborn Road to a 1/2-inch diameter iron rod with cap found in the west right-of-way of Rock Prairie Road (aka Gandy Road described in Volume 352,, Page 555 of the Deed Records of Brazos County, Texas [D.R.B.C.T.]) for the east corner of the herein described tract;

**THENCE** South 42°17'18" West, 502.46 feet with the said west right-of-way of Rock Prairie Road to a 1/2-inch diameter iron rod with cap inscribed "BASELINE" found for the east corner of The Barracks Subdivision, Phase One a subdivision of record as recorded in Volume 8935, Page 70, P.R.B.C.T. and for the south corner of the herein described tract;

**THENCE** North 47°40'47" West with the north line of said The Barracks Subdivision, Phase One, passing at 880.03 feet a 1/2-inch diameter iron rod with cap inscribed "KERR 4502" found for the north corner of Common Area No.1, continuing with the north line of said The Barracks Subdivision, Phase One and the north line of the Amending Plat of The Barracks Subdivision, Phase Two, a subdivision of record as recorded in Volume 9694, Page 220, O.P.R.B.C.T., passing at 944.03 feet a 1/2-inch diameter iron rod with cap inscribed "KERR 4502" found for the east corner of Lot 33A, Block 2 of said Amending Plat of The Barracks Subdivision, Phase Two, and continuing for a total distance of 1057.35 feet to a 1/2-inch diameter iron rod with cap inscribed "BASELINE" found for the north corner of said Lot 33A, Block 2 and for the east corner of Lot 3, Block 26 of The Barracks II Subdivision, Phase 102 a subdivision of record as recorded in Volume 11646, Page 167, O.P.R.B.C.T., and for the west corner of the herein described tract, from which a 1/2-inch iron rod found bears South 42°40'39" West 1.52 feet;

**THENCE** Noth 41°11'25" East with the east line of the aforementioned The Barracks II Subdivision, Phase 400, passing at 22.32 feet a 1/2-inch diameter iron rod with cap inscribed "KERR 4502" found for the south corner of Lot 1, Block 36 , passing at 182.63 feet a 1/2-inch diameter iron rod with cap inscribed "KERR 4502" fond for the east corner of said Lot 1, Block 36 and the south corner of Lot 26, Block 36 in said The Barracks II Subdivision, Phase 400, passing at 332.71 feet a 1/2-inch iron rod with cap inscribed "KERR 4502" found for the east corner of said Lot 26, Block 36, and continuing for a total distance of 517.47 feet to the **POINT OF BEGINNING** and containing 12.435 acres of land.

**NOTES**

1) Refer to the attached plat prepared of even date herewith and made in conjunction with and considered an integral part of this description.
2) Companion drawing is filed in the office of Tablerock Survey, LLC and further describes the reconstruction of this survey.

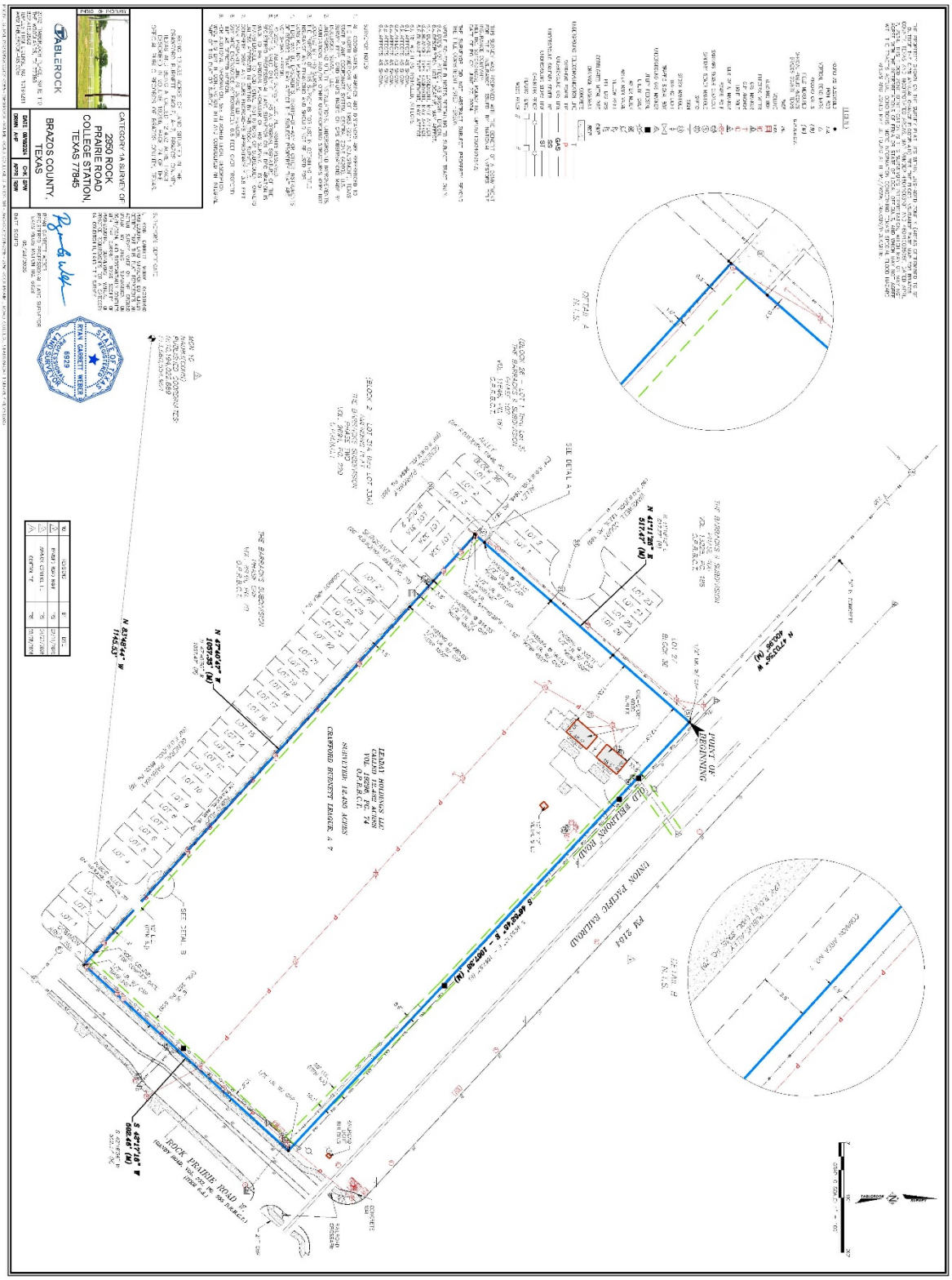



09/24/2024

Tablerock Survey, LLC
2002 Timberloch Place, Suite 110
The Woodlands, TX 77380
Phone: 832-415-3869
TBPELS Firm No. 10194261

Ryan G Weber
Registered Professional Land Surveyor
State of Texas License No. 6929

Date


CATEGORY 1A SURVEY OF
2950 ROCK PRAIRIE ROAD
COLLEGE STATION, TEXAS 77845
BRAZOS COUNTY, TEXAS
POINT OF BEGINNING
ROCK PRAIRIE ROAD
UNION PACIFIC RAILROAD
FM 2154

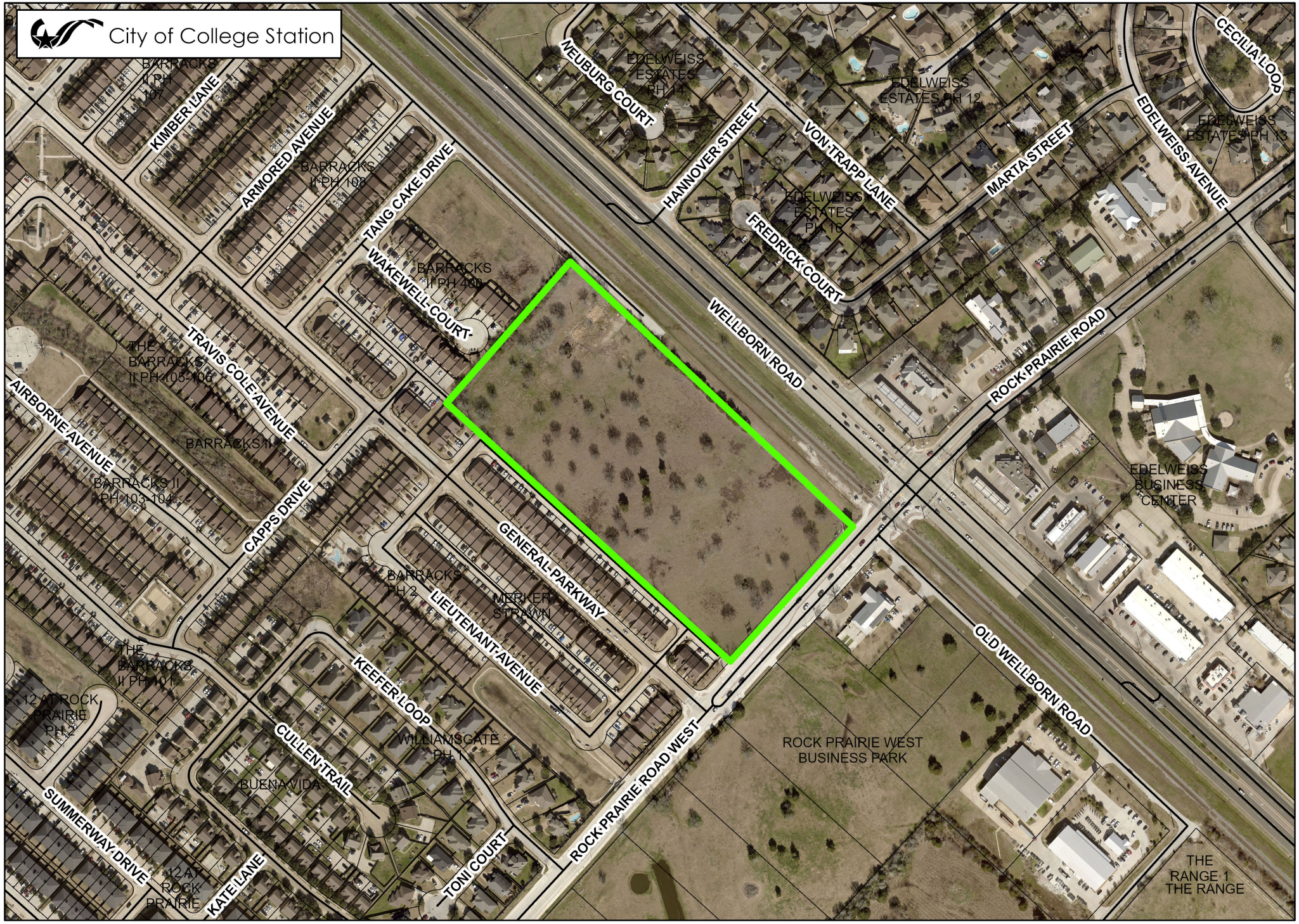
## Exhibit B

That the following conditions must be satisfied before the rezoning becomes effective:

1. The construction, installation and acceptance of approximately 506 ft portion of sewer line (from manhole numbers O38B2M007 to O38B2M006) on Old Wellborn Rd be improved within 24 months of the signed ordinance for the zoning to take effect. This line must be approved by the City of College Station Water Services Department and Planning and Development Services Department, and in compliance with the B/CS Design Guidelines.

# Exhibit C


EXISTING
Zoning
Multi-Family
General Suburban
General Suburban
Planned Development District
Rural
HANNOVER STREET
VON TRAPP LANE
Middle Housing
General Suburban
MARTA STREET
Planned Development District
WELLBORN ROAD
General Commercial
Rural
GENERAL PARKWAY
Middle Housing
LIEUTENANT AVENUE
ROCK PRAIRIE ROAD WEST
Commercial Industrial
KEEFER LOOP
Rural
Middle Housing
TONI COURT
Rural
Business Park Industrial
PROPOSED
Zoning
Multi-Family
General Suburban
General Suburban
Planned Development District
Rural
HANNOVER STREET
VON TRAPP LANE
Middle Housing
General Suburban
MARTA STREET
Planned Development District
WELLBORN ROAD
General Commercial
Multi-Family
GENERAL PARKWAY
Middle Housing
LIEUTENANT AVENUE
ROCK PRAIRIE ROAD WEST
Commercial Industrial
KEEFER LOOP
Rural
Middle Housing
TONI COURT
Rural
Business Park Industrial




NORTH

0 335 670 Feet

**2950 ROCK PRAIRIE ROAD W**
**R RURAL TO MF MULTI-FAMILY**

Case: REZ2026-000009

REZONING




**ZONING DISTRICTS** (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MH Middle Housing
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- NPO Nbrhd. Prevailing Ovr.
- NCO Nbrhd. Conservation Ovr.
- HP Historic Preservation Ovr.

Retired Districts
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- C-3 Light Commercial
- RD Research and Dev.
- M-1 Light Industrial
- M-2 Heavy Industrial

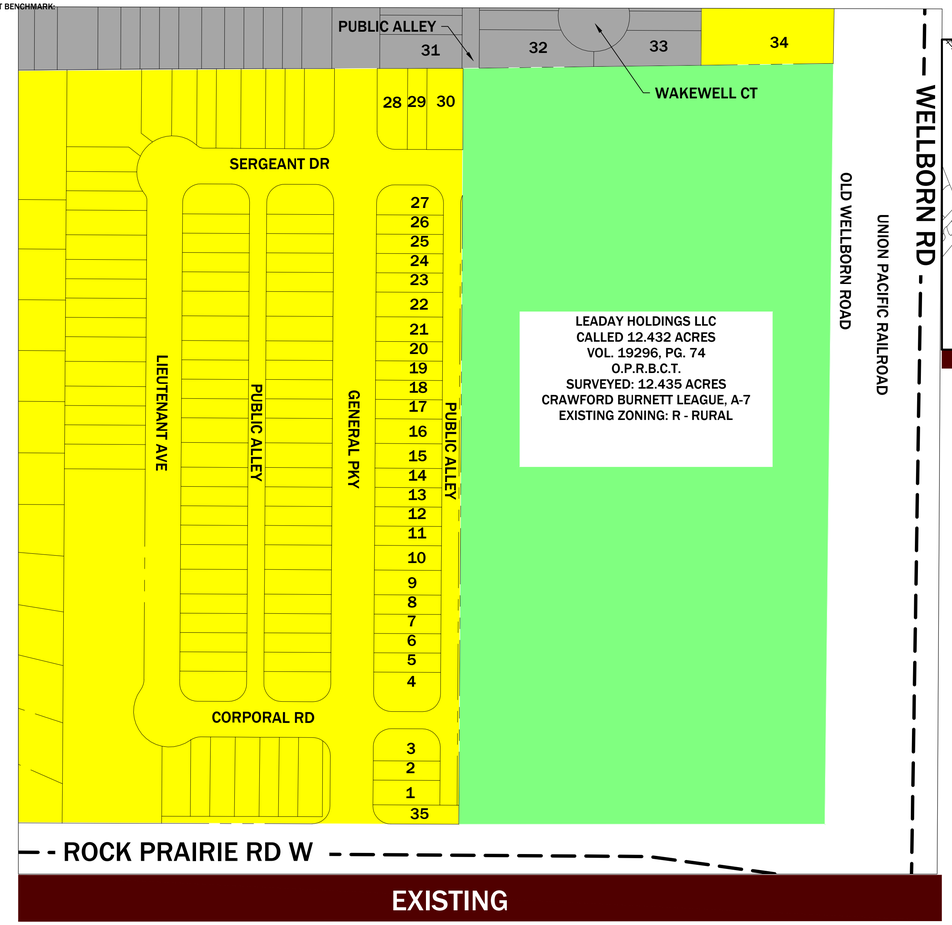
NORTH 0 320 640 Feet

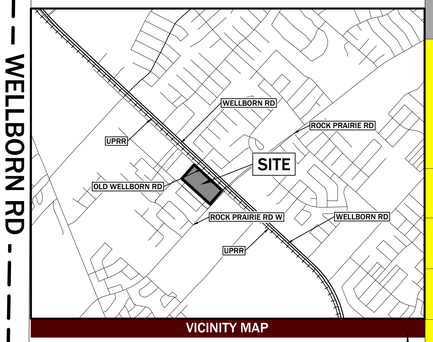
**2950 ROCK PRAIRIE ROAD W**
**R RURAL TO MF MULTI-FAMILY**

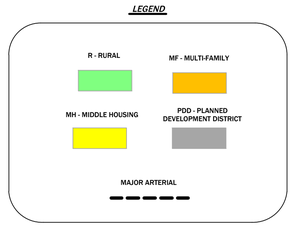
Case: REZ2026-000009

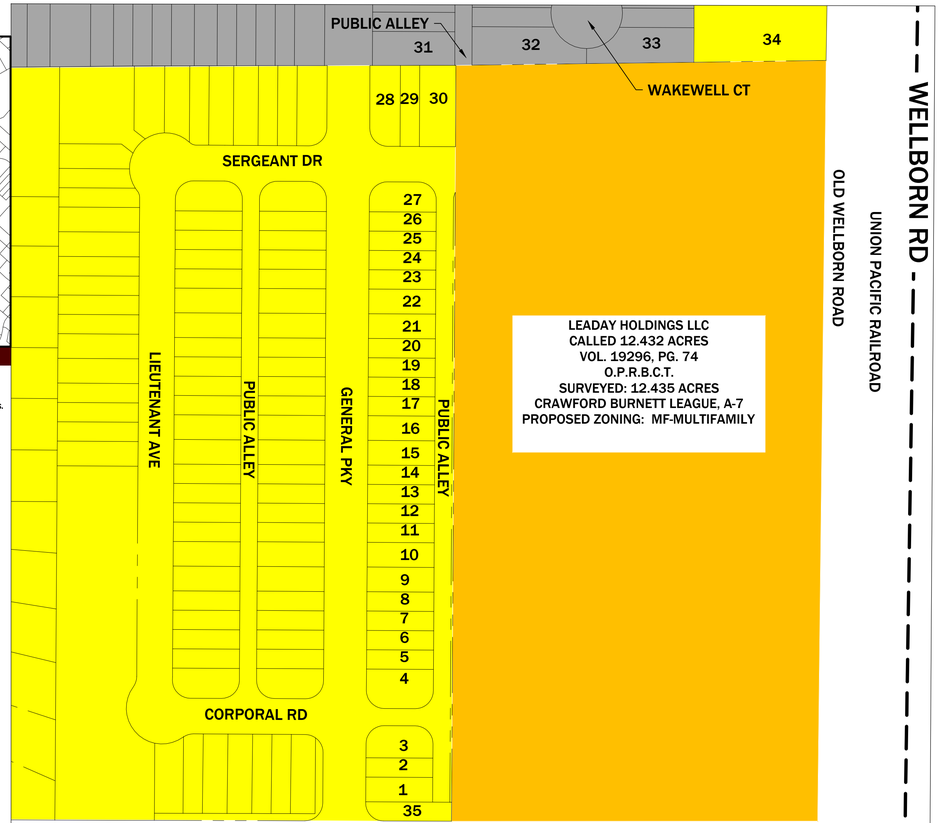
REZONING

PROJECT BENCHMARK:




| NUMBER | OWNER | LEGAL DESCRIPTION | EXISTING ZONING |
|---|---|---|---|
| 1 | HUGHSON CONNOR R ET AL | THE BARRACKS PH 1, BLOCK 1, LOT 1 | MH - MIDDLE HOUSING |
| 2 | KINCHELOE KIMBERLY A | THE BARRACKS PH 1, BLOCK 1, LOT 2 | MH - MIDDLE HOUSING |
| 3 | JIM SELF PROPERTIES LLC | THE BARRACKS PH 1, BLOCK 1, LOT 3 | MH - MIDDLE HOUSING |
| 4 | DTSSPS LLC | THE BARRACKS PH 1, BLOCK 1, LOT 4 | MH - MIDDLE HOUSING |
| 5 | KOVAR KENNETH DWAYNE & WANDA MARY | THE BARRACKS PH 1, BLOCK 1, LOT 5 | MH - MIDDLE HOUSING |
| 6 | BATES STEPHEN & STACY | THE BARRACKS PH 1, BLOCK 1, LOT 6 | MH - MIDDLE HOUSING |
| 7 | V G GROUP SERVICE LLC | THE BARRACKS PH 1, BLOCK 1, LOT 7 | MH - MIDDLE HOUSING |
| 8 | CAPPS ERIC THOMAS AND ORAL CAPPS JR | THE BARRACKS PH 1, BLOCK 1, LOT 8 | MH - MIDDLE HOUSING |
| 9 | PETERSON JORDAN | THE BARRACKS PH 1, BLOCK 1, LOT 9 | MH - MIDDLE HOUSING |
| 10 | NGO BRYAN QUOC & VY NGOC VO | THE BARRACKS PH 1, BLOCK 1, LOT 10 | MH - MIDDLE HOUSING |
| 11 | FINCH ALAN S | THE BARRACKS PH 1, BLOCK 1, LOT 11 | MH - MIDDLE HOUSING |
| 12 | GARDNER JEFFREY & JENNY | THE BARRACKS PH 1, BLOCK 1, LOT 12 | MH - MIDDLE HOUSING |
| 13 | BAYER MICHAEL D & JANICE ANN | THE BARRACKS PH 1, BLOCK 1, LOT 13 | MH - MIDDLE HOUSING |
| 14 | BACAK RUSSELL BRYAN | THE BARRACKS PH 1, BLOCK 1, LOT 14 | MH - MIDDLE HOUSING |
| 15 | JAKUBIK DWAIN RAY & MONICA MARIE | THE BARRACKS PH 1, BLOCK 1, LOT 15 | MH - MIDDLE HOUSING |
| 16 | PETERSON JORDAN MICHAEL & MELISSA | THE BARRACKS PH 1, BLOCK 1, LOT 16 | MH - MIDDLE HOUSING |
| 17 | GIBSON BRANDON | THE BARRACKS PH 1, BLOCK 1, LOT 17 | MH - MIDDLE HOUSING |
| 18 | THORNTON ERICA | THE BARRACKS PH 1, BLOCK 1, LOT 18 | MH - MIDDLE HOUSING |
| 19 | CAREY LIVING TRUST | THE BARRACKS PH 1, BLOCK 1, LOT 19 | MH - MIDDLE HOUSING |
| 20 | KILBOURNE DAVID J & BRENDA R | THE BARRACKS PH 1, BLOCK 1, LOT 20 | MH - MIDDLE HOUSING |
| 21 | KERR SUNSHINE PROPERTIES LLC | THE BARRACKS PH 1, BLOCK 1, LOT 21 | MH - MIDDLE HOUSING |
| 22 | FELTMAN ROBERT J SR & TATIA S | THE BARRACKS PH 1, BLOCK 1, LOT 22 | MH - MIDDLE HOUSING |
| 23 | LEONE NICHOLAS V | THE BARRACKS PH 1, BLOCK 1, LOT 23 | MH - MIDDLE HOUSING |
| 24 | GLENSHESK LLC | THE BARRACKS PH 1, BLOCK 1, LOT 24 | MH - MIDDLE HOUSING |
| 25 | FUSCA LLC- SERIES 3348 GENERAL PARKWAY | THE BARRACKS PH 1, BLOCK 1, LOT 25 | MH - MIDDLE HOUSING |
| 26 | LOTH INDIA & CHESTER | THE BARRACKS PH 1, BLOCK 1, LOT 26 | MH - MIDDLE HOUSING |
| 27 | DIRAVIAM DEREK | THE BARRACKS PH 1, BLOCK 1, LOT 27 | MH - MIDDLE HOUSING |
| 28 | MARK PARMER LLC | THE BARRACKS PH 2, BLOCK 2, LOT 31A | MH - MIDDLE HOUSING |
| 29 | NEWTON TERRY JOHN & ROSELYNN MARIE | THE BARRACKS PH 2, BLOCK 2, LOT 32A | MH - MIDDLE HOUSING |
| 30 | WILLIAMS LINDA RUDDER | THE BARRACKS PH 2, BLOCK 2, LOT 33A | MH - MIDDLE HOUSING |
| 31 | PERWIN INVESTMENTS LLC | THE BARRACKS II PH 102, BLOCK 26, LOT 3 | PDD - PLANNED DEVELOPMENT DISTRICT |
| 32 | BARROW KURT | THE BARRACKS II PH 400, BLOCK 36, LOT 1 | PDD - PLANNED DEVELOPMENT DISTRICT |
| 33 | LOTH INDIA & CHESTER | THE BARRACKS II PH 400, BLOCK 36, LOT 26 | PDD - PLANNED DEVELOPMENT DISTRICT |
| 34 | BEE SPRING LTD | THE BARRACKS II PH 400, BLOCK 36, LOT 40 | MH - MIDDLE HOUSING |
| 35 | THE BARRACKS AT ROCK PRAIRIE | THE BARRACKS PH 1, LOT COMMON AREAS #1-4 | MH - MIDDLE HOUSING |


MITCHELL & MORGAN

T.979.260.6963
F.979.260.3564

TX. FIRM # F-1443

3204 EARL RUDDER FWY. S.
COLLEGE STATION, TX 77845

PLAN & DESIGN SPECIALISTS IN
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Version 1.0
Vernon J. Morgan, P.E.
No. 79389


APRIL 2026
Designed by: VJBM
Drawn By: JT
Checked By: VJBM

Prepared For:
RYCON CONSTRUCTION
25700 I-45 NORTH, SUITE 110
THE WOODLANDS, TX

Revisions

REZONING MAP

*2950 Rock Prairie West Multi Family*

RZ

## BACKGROUND INFORMATION

**NOTIFICATIONS**

Advertised Commission Hearing Date: July 2, 2026
Advertised Council Hearing Date: August 13, 2026

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

The Barracks at Rock Prairie

Williamsgate

Property owner notices mailed: 83

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

**ADJACENT LAND USES**

| Direction | Comprehensive Plan | Zoning | Land Use |
|---|---|---|---|
| **North** | Mixed Residential | PDD Planned Development District, MH Middle Housing | Vacant, Townhomes |
| **South** | General Commercial, Business Center | CI Commercial Industrial, R Rural | Vacant, Veterinary Clinic, Rock Prairie Road West (Major Arterial) |
| **East** | Neighborhood Conservation, General Commercial | GS General Suburban, GC General Commercial, R Rural | Old Wellborn Road (local street), Railroad ROW, Wellborn Road (Major Arterial), Single-family dwellings, Fuel Station |
| **West** | Mixed Residential | PDD Planned Development District, MH Middle Housing | Duplexes, Vacant, Holleman Drive South (Minor Arterial) |

**DEVELOPMENT HISTORY**

**Annexed:** November 2002

**Zoning:** A-O Agricultural-Open (upon annexation 2002)

A-O Agricultural-Open renamed to R Rural (2013)

*Conditional Rezoning R Rural to MU Mixed-Use (2025), however condition not yet satisfied*

**Final Plat:** Unplatted

**Site Development:** Vacant

# REZONING APPLICATION
# SUPPORTING INFORMATION

**Name of Project:** 2950 ROCK PRAIRIE ROAD W - RURAL TO MULTI-FAMILY (REZ2026-000009)

**Address:**

**Legal Description:** A000701, CRAWFORD BURNETT (ICL), TRACT 179, 12.4 ACRES

**Total Acreage:** 12.4

**Applicant::** Mitchell & Morgan, LLP C/O Kerry George

**Property Owner:** Leaday Holdings, LLC C/O Will Johnson

**List the changed or changing conditions in the area or in the City which make this zone change necessary.**

There continues to be a heavy demand for housing of all types in College Station as the population steadily and rapidly increases. This area designated on the Comprehensive Plan as General Commercial, is one of the properties remaining in College Station where Multi-Family would be viable and best suited.

The current zoning on the property is R-Rural, which was placed on the property in 2002 when the property was annexed. In February 2025, a request to change the zoning from R-Rural to MU-Mixed Use was approved with a condition to construct a required sewer line prior to the zoning change taking effect. In February 2025, the desire was to provide urban residential without commercial, however, the decision to request MU-Mixed Use was solely to stay in line with the existing Comprehensive Plan.

This zone change to multi-family is necessary to develop the site with urban residential and without a commercial component. The concern with the approved conditional zoning of MU-Mixed Use is not the higher density residential use but rather the suitability for a commercial component at this location. Commercial use on this property is highly problematic because of the proximity of the railroad crossing and the existing medians within Rock Prairie Road West thus severely limiting access to the property for the commercial use.

**Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.**

This rezoning request is being submitted concurrently with a Comprehensive Plan request for an Urban Residential designation. If that Comprehensive Plan amendment is approved this zone change will be in accordance with the Comprehensive Plan.

**How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?**

The current zoning district of R-Rural is not suitable for a 12.4-acre tract of land in this location. The concern with the approved conditional zoning of MU-Mixed Use is not the higher density residential use but rather the suitability for a commercial component at this location. Commercial use on this property is highly problematic because of the proximity of the railroad crossing and the existing medians within Rock Prairie Road West thus severely limiting access to the property for the commercial use.

**Explain the suitability of the property for uses permitted by the rezoning district requested.**

Housing of all types is in high demand and with the growing student housing demographic in this community, and in particular in this area, this property is suitable for this type development, given its location and surrounding uses.

**Explain the suitability of the property for uses permitted by the current zoning district.**

Housing of all types is in high demand and with the growing student housing demographic in this community, and in particular in this area, this property is suitable for this type development, given its location and surrounding uses.

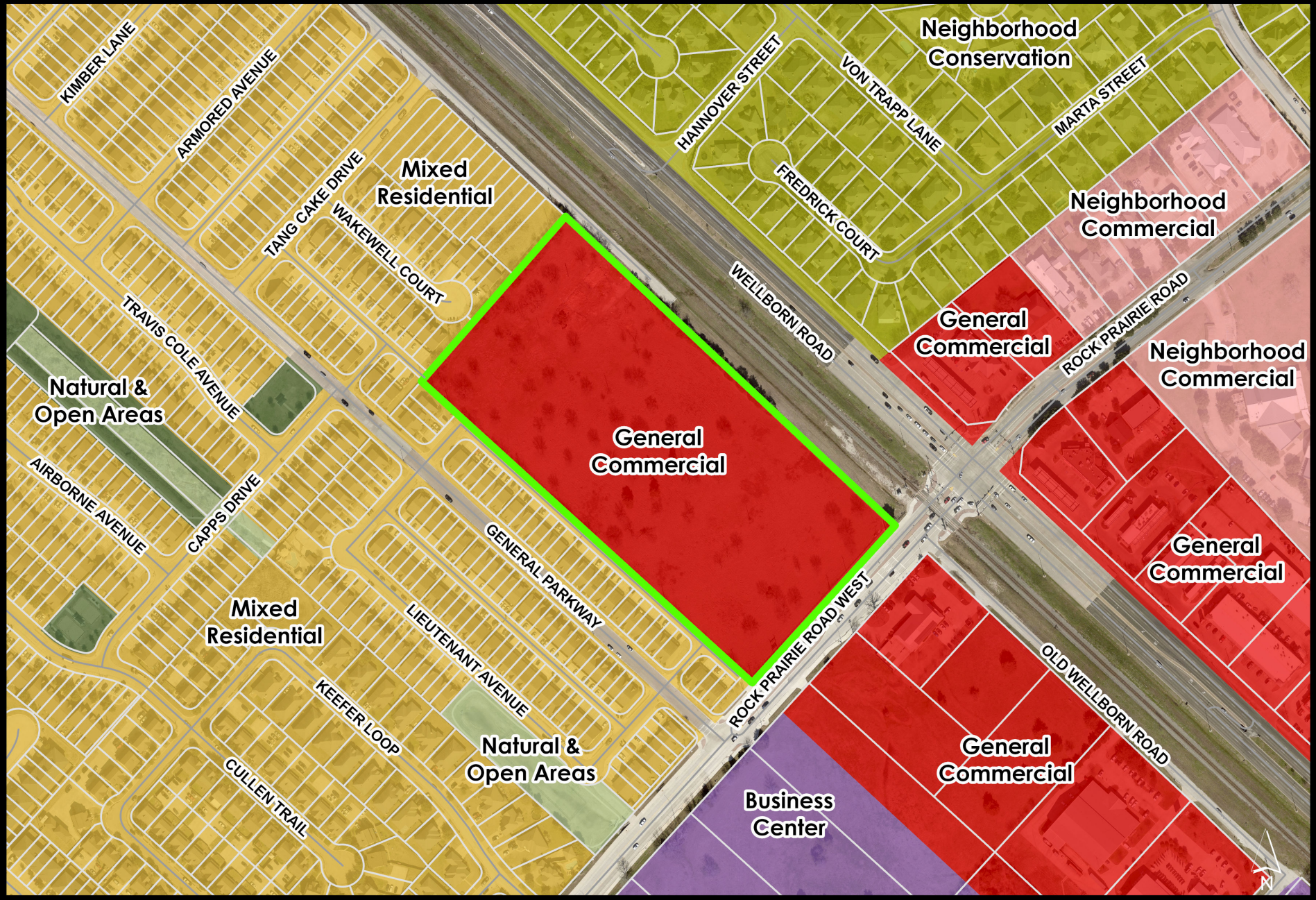
**Explain the marketability of the property for uses permitted by the current zoning district.**

As stated above, there is not a market for a rural development on this tract of land in this location. As for the approved conditional zoning of MU-Mixed Use, this area would be conducive to multi-family residential given the proximity to other medium density residential uses. The issue is the marketability of a commercial use on this property due to access issues created by the proximity of the railroad crossing and the existing medians within Rock Prairie Road West.

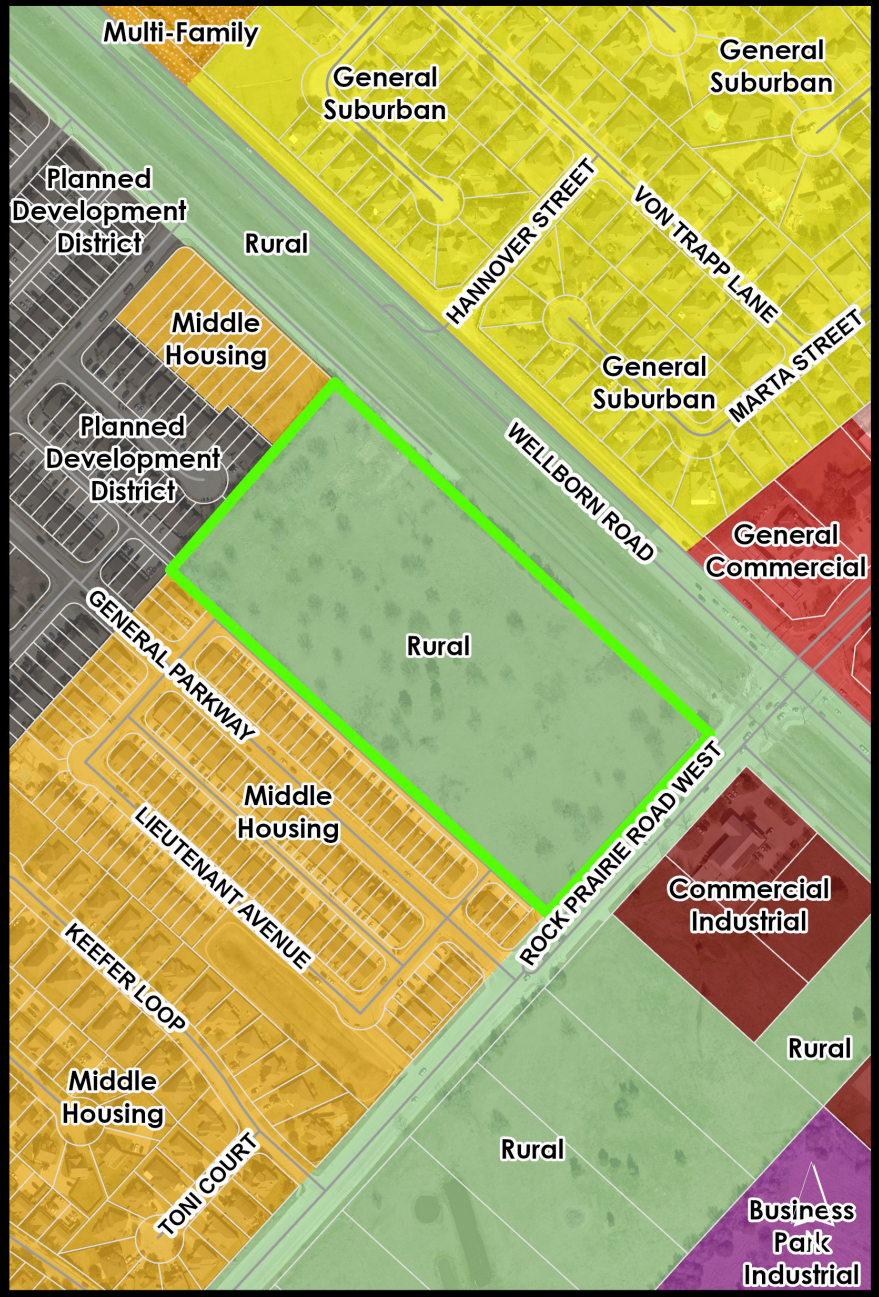
**List any other reasons to support this zone change.**

N/A

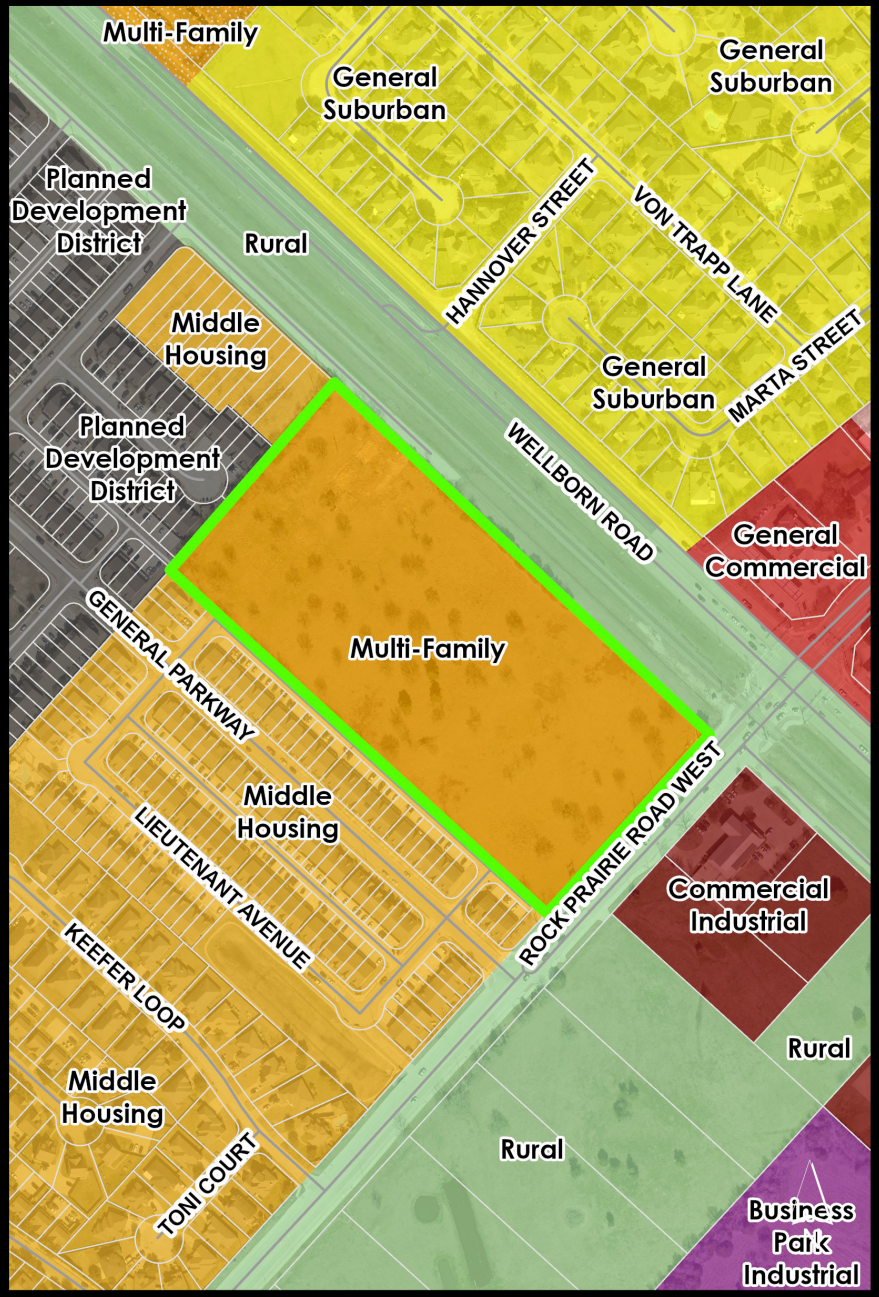
# EXISTING
## Future Land Use



## EXISTING
Zoning




## PROPOSED
Zoning



**August 13, 2026**
**Item No. 8.4.**
**Seaback Tract Rezoning**

**Sponsor:** Garrett Segraves, Staff Planner

**Reviewed By CBC:** Planning & Zoning Commission

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to MF Multi-family, MH Middle Housing, and NAP Natural Areas Protected on approximately 35 acres generally located at the northern corner of Victoria Avenue and William D. Fitch Parkway.

**Relationship to Strategic Goals:**
Diverse and Growing Economy

**Recommendation(s):** Staff recommends approval of the rezoning request. The Planning and Zoning Commission heard this item at their July 16 meeting where they recommended approval 7-0.

**Summary:** This request is to rezone 21.263 acres of land from R Rural to MF Multi-family, 4.556 acres of land from R Rural to MH Middle Housing, and 9.478 acres of land from R Rural to NAP Natural Areas Protected, located at the Northern corner of Victoria Avenue and William D Fitch Parkway. The property is currently undeveloped, with proposed development consisting of a multi-family complex at the front along Victoria Ave and Middle Housing townhomes at the rear. The rezoning intends to increase the density of the property with a transition to lower density as you move to the abutting single-family development at the rear.

**REZONING REVIEW CRITERIA**

**1. Whether the proposal is consistent with the Comprehensive Plan:**

The Comprehensive Plan Future Land Use and Character Map designates a portion of the subject property as Urban Residential. The Comprehensive Plan generally describes the Urban Residential land use designation as follows:

*Areas that are appropriate for a range of high-density multifamily and attached residential development in various forms, including townhomes, apartment buildings, mixed-use buildings, and limited non-residential uses that are compatible with the surrounding area.*

The intent of the district is to:

- Accommodate a wide range of attractive multifamily housing for a diverse population. Buildings may be clustered and grouped. Building setback from the street varies but is generally consistent within a development
- Provide vehicular and pedestrian connectivity between developments
- Accommodate streetscape features such as sidewalks, street trees, and lighting
- Support commercial, service, office uses, and vertical mixed-use within redevelopment areas

The zoning districts that are generally appropriate within the Urban Residential land use include: MF Multi-family, T Townhouse, MU Mixed-use, and limited Suburban Commercial zoning.

The Comprehensive Plan Future Land Use and Character Map designates a portion of the subject property as Mixed Residential. The Comprehensive Plan generally describes the Mixed Residential land use designation as follows:

*Areas appropriate for a mix of moderate density residential development including, townhomes, duplexes, small multifamily buildings (3-12 unit), and limited small-lot single family. These areas are appropriate for residential infill and redevelopment that allows original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.*

The intent of the district is to:

- Accommodate a walkable pattern of small lots, small blocks, and well-connected street pattern
- Accommodate streetscape features such as sidewalks, street trees, and lighting
- Encourage community facilities, parks, and greenways within neighborhoods
- Support neighborhoods with a mix of housing types and where larger or more dense housing is located near community facilities or adjacent to commercial or neighborhood centers

The zoning districts that are generally appropriate within the Urban Residential land use include: D Duplex, T Townhouse, MH Middle Housing, and limited-scale single-family.

The Comprehensive Plan Future Land Use and Character Map designates a portion of the subject property as Natural & Open Areas. The Comprehensive Plan generally describes the Natural & Open Areas land use designation as follows:

*Areas that represent a constraint to development and that should be conserved for their natural function or open space qualities. These areas include floodplains, riparian buffers, common areas, and open space. The boundaries of the Natural & Open Areas land use are illustrative, and the exact location of floodplains and other physical constraints are determined during the development process.*

The zoning district that is generally appropriate within the Natural & Open Areas land use is Natural Areas Protected.

The proposed zoning district of MF Multi-family, MH Middle Housing, and NAP Natural Areas Protected would be in line with the Comprehensive Plan.

**2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:**

The property has frontage to Victoria Avenue, which is classified as a 2 Lane Major Collector on the City's Thoroughfare Plan. College Station High School is located to the west of this tract, with General Suburban single-family lots to the north, General Commercial and PDD with a base of Multi-

family to the southeast, and undeveloped lots zoned R Rural to the southwest.

The MF Multi-family zoning district is designed for areas having intense development. This district is flexible and allows for townhomes, single-unit dwellings, two-unit dwellings, multi-family buildings, and optional mixed-use development.

The MH Middle Housing zoning district is designed to be flexible and provide a variety of housing options by-right. It allows for detached single-family residences, duplexes, townhouses, courtyard houses, live-work units, and small and medium multiplexes. This district is intended to accommodate a walkable pattern of small lots, small blocks, and a well-connected street pattern adjacent to commercial and neighborhood centers. Developments in this district are ideal on the edge of more intense urban and multi-family areas to serve as a transition to single-family zoning districts. Structures in this district are individually platted, distinguishing them from structures in the MF Multi-Family zoning district.

The Natural Areas Protected zoning district is designed for public or private property intended for the conservation of natural areas. Properties in this district are relatively undeveloped and are often used for recreational or open space purposes or for the conveyance of floodwaters. Properties in this district are not projected for conversion to more intense land use in the future by the Comprehensive Plan.

The proposed zoning districts are appropriate for the surrounding area, as the Middle Housing would be a buffer between the adjacent single-family and the proposed multi-family, while protecting areas that are designated as floodplain.

**3. Whether the property to be rezoned is physically suitable for the proposed zoning district:**

The size and location of the subject property are suitable for uses allowed within the proposed zoning district. The site has adequate space to meet the minimal dimensional standards for MF Multi-family and MH Middle Housing.

The Natural & Open Area of the Comprehensive plan has had a reclamation flood study done to show that additional storage within the flood plain would allow for the boundary to be shifted such that more buildable area is available on the Seaback tract.

**4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:**

The existing water and wastewater infrastructure is adequate to support the needs of this development. Detention is required in accordance with the BCS guidelines. Drainage and any other infrastructure required for the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.
The subject property has frontage to Victoria Avenue, which is designated as a 2 Lane Major Collector on the City’s Thoroughfare Plan. Castle Rock Parkway is proposed to be connected to Victoria Avenue from Phillips Square when this tract develops.

**5. The marketability of the property:**

Rezoning the property from R Rural to MF Multi-family, MH Middle Housing, and NAP Natural Areas

Protected would allow the lot to be subdivided, providing additional housing, making the property more marketable.

**Budget & Financial Summary:**

**Attachments:**

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

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO MF MULTI-FAMILY (21.26 ACRES), MH MIDDLE HOUSING (4.56 ACRES), AND NAP NATURAL AREAS PROTECTED (9.48 ACRES), AFFECTING APPROXIMATELY 35 ACRES GENERALLY LOCATED AT THE NORTHERN CORNER OF VICTORIA AVENUE AND WILLIAM D. FITCH PARKWAY CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

**PART 1:** That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

**PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

**PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

**PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

**PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.**

**ATTEST:** **APPROVED:**

**_____** **_____**
**City Secretary** **Mayor**

**APPROVED:**

**_____**
**City Attorney**

## Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to MF Multi-family (21.26 acres):

MF

KERR SURVEYING

**FIELD NOTES DESCRIPTION**
**OF A**
**21.26 ACRE TRACT**
**BEING A PORTION OF THE REMAINDER**
**OF A CALLED 117.5 ACRE TRACT**
**ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54**
**COLLEGE STATION, BRAZOS COUNTY, TEXAS**

**A FIELD NOTES DESCRIPTION OF 21.26 ACRES IN THE ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 117.5 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THERESA HOLLAND, ANN DUKE, PATRICK HANSHAW AND ANTHONY DAMIAN SEABACK RECORDED IN VOLUME 11809, PAGE 184 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 21.26 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1/2 inch iron rod with yellow plastic cap stamped 'M MCCLURE' found in the northwest line of Lot 1, Block 3 of Phillips Square Subdivision, Phase 2, filed in Volume 19755, Page 277 (OPRBCT), at the south corner of Lot 5, Block 46 of Shenandoah, Phase 15, filed in Volume 12790, Page 98 (OPRBCT) and the east corner of said 117.5 acre tract;

**THENCE**, with the southeast line of said 117.5 acre tract, along the northwest line of said Phillips Square Subdivision, S 42° 35' 19" W, for a distance of 210.74 feet to a point for the **POINT OF BEGINNING** hereof, from which the City of College Station monument CS94-138 bears N 71° 31' 47" E, a distance of 6,119.48 feet;

**THENCE**, continuing with the southeast line of said 117.5 acre tract, **S 42° 35' 19" W**, for a distance of **144.12 feet** to a point for the southeast corner hereof, from which a 1/2 inch iron rod with orange plastic cap stamped 'HP MAYO RPLS 5045' found in the east right-of-way line of Victoria Avenue bears S 42° 35' 19" W, a distance of 1,333.14 feet;

**THENCE**, through said remainder of 117.5 acre tract, the following three (3) courses and distances:

1) **S 86° 51' 47" W**, a distance of **772.57 feet** to a point;
2) with a curve to the left, having a radius of **530.00 feet**, an arc length of **161.19 feet**, a delta angle of **17° 25' 31"**, and a chord which bears **S 78° 09' 01" W**, a distance of **160.57 feet**, to a point; and
3) **S 69° 26' 16" W**, a distance of **98.79 feet** to a point in a curve in the northeast right-of-way line of Victoria Avenue (right-of-way width varies, 10033/254 OPRBCT) for the southwest corner hereof, from

**1|Page**

**26-0693 MF.docx**

which a 1/2 inch iron rod with yellow plastic cap stamped 'LAMPE SURVEYING' found at the beginning of said curve bears S 13° 18' 44" E, a chord distance of 203.50 feet;

**THENCE,** with the northeast right-of-way line of Victoria Avenue, the following two (2) courses and distances:

1) with said curve to the left, having a radius of **645.00 feet**, an arc length of **535.12 feet**, a delta angle of **47° 32' 05"**, and a chord which bears **N 46° 09' 21" W,** a distance of **519.90 feet** to a 1/2 inch iron rod with blue plastic cap stamped 'KERR SURVEYING' found at the end point of said curve; and
2) **N 69° 55' 23" W,** a distance of **297.54 feet** to a point for the northwest corner hereof, from which a 1/2 inch iron rod with blue plastic cap stamped 'KERR SURVEYING' found bears N 69° 55' 23" W, a distance of 263.33 feet;

**THENCE,** through said remainder of 117.5 acre tract, the following thirteen (13) courses and distances:

1) **N 20° 04' 37" E,** a distance of **71.10 feet** to a point;
2) **N 70° 51' 42" E,** a distance of **99.63 feet** to a point;
3) **N 11° 15' 50" E,** a distance of **158.78 feet** to a point;
4) **N 57° 01' 46" E,** a distance of **55.45 feet** to a point;
5) **S 59° 39' 11" E,** a distance of **52.54 feet** to a point;
6) **S 83° 11' 22" E,** a distance of **218.93 feet** to a point;
7) **N 78° 44' 59" E,** a distance of **186.84 feet** to a point;
8) **N 27° 51' 17" E,** a distance of **209.95 feet** to a point;
9) **N 42° 20' 00" E,** a distance of **39.46 feet** to a point;
10) **N 31° 46' 53" E,** a distance of **46.00 feet** to a point;
11) **S 62° 07' 21" E,** a distance of **137.03 feet** to a point;
12) **N 60° 54' 56" E,** a distance of **67.83 feet** to a point; and
13) **N 65° 32' 41" E,** a distance of **220.38 feet** to a point in the common line of said remainder of 117.5 acre tract and said Shenandoah, Phase 15, for the northeast corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped 'K MCCLURE RPLS 5650' found bears N 47° 47' 51" W, a distance of 494.91 feet;

**THENCE,** with the common line of said remainder of 117.5 acre tract and said Shenandoah, Phase 15, **S 47° 47' 51" E,** for a distance of **61.62 feet** to point for corner;

**THENCE,** through said remainder of 117.5 acre tract, the following two (2) courses and distances:

1) **S 42° 11' 44" W,** a distance of **210.85 feet** to a point; and
2) **S 47° 48' 16" E,** a distance of **940.85 feet** to the **POINT OF BEGINNING** hereof and containing **21.26 acres,** more or less.

Surveyed on the ground November 2022 under my supervision. See plat prepared June 2026 for other information. The bearing basis for this survey is based on the Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00009999352839 (calculated using GEOID12B). Reference drawing: 26-0693-Zoning.

STATE OF TEXAS
REGISTERED
NATHAN PAUL KERR
6834
PROFESSIONAL
LAND SURVEYOR

6/10/26

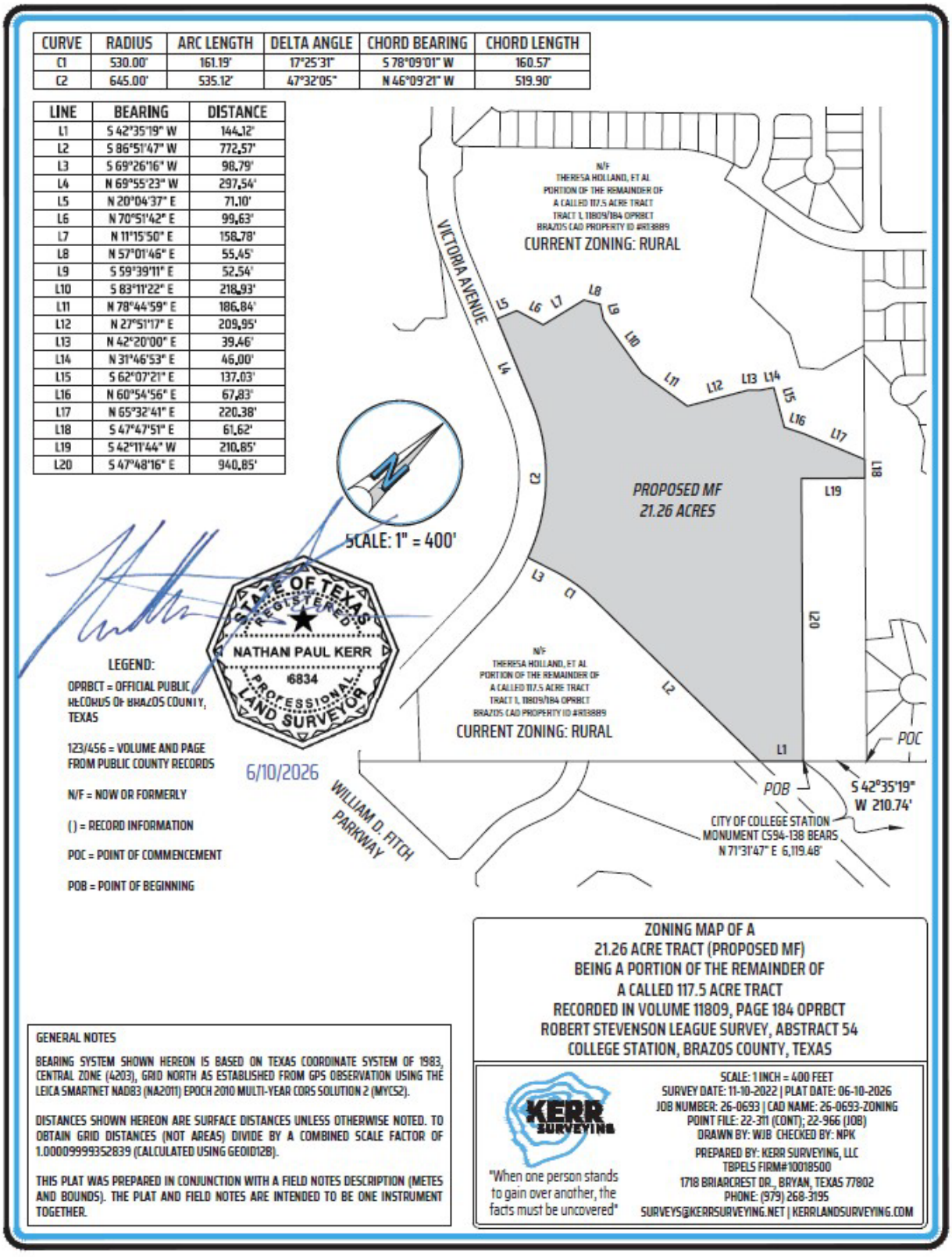
Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834

**KERR SURVEYING**

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

| CURVE | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 530.00' | 161.19' | 17°25'31" | S 78°09'01" W | 160.57' |
| C2 | 645.00' | 535.12' | 47°32'05" | N 46°09'21" W | 519.90' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 42°35'19" W | 144.12' |
| L2 | S 86°51'47" W | 772.57' |
| L3 | S 69°26'16" W | 98.79' |
| L4 | N 69°55'23" W | 297.54' |
| L5 | N 20°04'37" E | 71.10' |
| L6 | N 70°51'42" E | 99.63' |
| L7 | N 11°15'50" E | 158.78' |
| L8 | N 57°01'46" E | 55.45' |
| L9 | S 59°39'11" E | 52.54' |
| L10 | S 83°11'22" E | 218.93' |
| L11 | N 78°44'59" E | 186.84' |
| L12 | N 27°51'17" E | 209.95' |
| L13 | N 42°20'00" E | 39.46' |
| L14 | N 31°46'53" E | 46.00' |
| L15 | S 62°07'21" E | 137.03' |
| L16 | N 60°54'56" E | 67.83' |
| L17 | N 65°32'41" E | 220.38' |
| L18 | S 47°47'51" E | 61.62' |
| L19 | S 42°11'44" W | 210.85' |
| L20 | S 47°48'16" E | 940.85' |




GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00009999352839 (CALCULATED USING GEOID12B).

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

ZONING MAP OF A
21.26 ACRE TRACT (PROPOSED MF)
BEING A PORTION OF THE REMAINDER OF
A CALLED 117.5 ACRE TRACT
RECORDED IN VOLUME 11809, PAGE 184 OPRBCT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 400 FEET
SURVEY DATE: 11-10-2022 | PLAT DATE: 06-10-2026
JOB NUMBER: 26-0693 | CAD NAME: 26-0693-ZONING
POINT FILE: 22-311 (CONT); 22-966 (JOB)
DRAWN BY: WJB CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM# 10018500
1718 BRIARCREST DR., BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

The following property is rezoned from R Rural to MH Middle Housing (4.556 acres):

MH

KERR SURVEYING

**FIELD NOTES DESCRIPTION**
**OF A**
**4.556 ACRE TRACT**
**BEING A PORTION OF THE REMAINDER**
**OF A CALLED 117.5 ACRE TRACT**
**ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54**
**COLLEGE STATION, BRAZOS COUNTY, TEXAS**

**A FIELD NOTES DESCRIPTION OF 4.556 ACRES IN THE ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 117.5 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THERESA HOLLAND, ANN DUKE, PATRICK HANSHAW AND ANTHONY DAMIAN SEABACK RECORDED IN VOLUME 11809, PAGE 184 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 4.556 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2 inch iron rod with yellow plastic cap stamped 'M MCCLURE' found in the northwest line of Lot 1, Block 3 of Phillips Square Subdivision, Phase 2, filed in Volume 19755, Page 277 (OPRBCT), at the south corner of Lot 5, Block 46 of Shenandoah, Phase 15, filed in Volume 12790, Page 98 (OPRBCT) and the east corner of said 117.5 acre tract, from which the City of College Station monument CS94-138 bears N 72° 30' 51" E, a distance of 5,935.93 feet;

**THENCE**, with the southeast line of said 117.5 acre tract, along the northwest line of said Phillips Square Subdivision, **S 42° 35' 19" W**, for a distance of **210.74 feet** to a point for the south hereof, from which a 1/2 inch iron rod with orange plastic cap stamped 'HP MAYO RPLS 5045' found in the east right-of-way line of Victoria Avenue bears S 42° 35' 19" W, a distance of 1,477.26 feet;

**THENCE**, through said remainder of 117.5 acre tract, the following two (2) courses and distances:

1) **N 47° 48' 16" W**, a distance of **940.85 feet** to a point for the west corner hereof; and
2) **N 42° 11' 44" E**, a distance of **210.85 feet** to a point in the common line of said remainder of 117.5 acre tract and said Shenandoah, Phase 15, for the north corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped 'K MCCLURE RPLS 5650' found bears N 47° 47' 51" W, a distance of 556.53 feet;

1 | Page

26-0693 MH.docx

**THENCE**, with the common line of said remainder of 117.5 acre tract and said Shenandoah, Phase 15, **S 47° 47' 51" E**, for a distance of **942.30 feet** to the **POINT OF BEGINNING** hereof and containing **4.556 acres**, more or less.

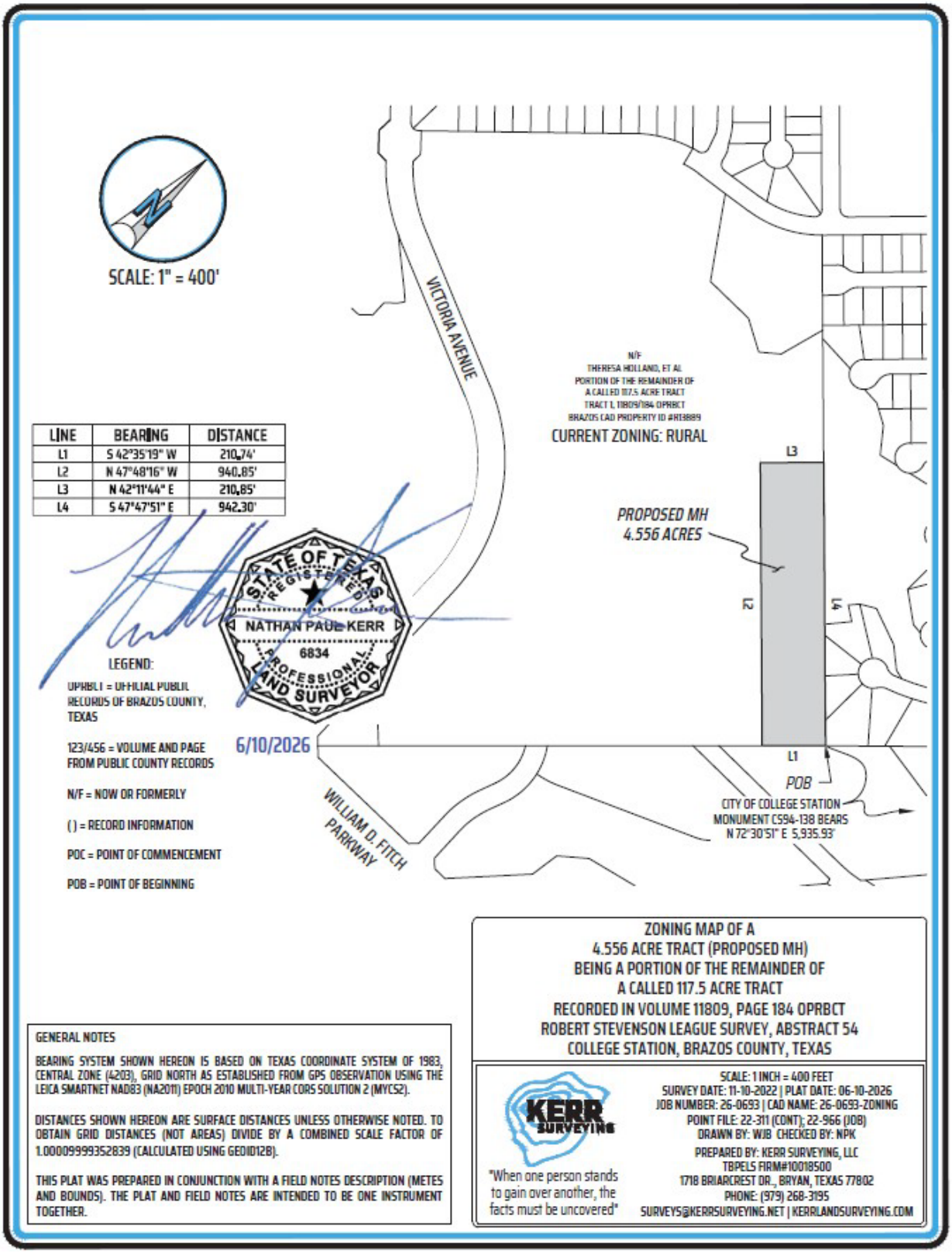
Surveyed on the ground November 2022 under my supervision. See plat prepared June 2026 for other information. The bearing basis for this survey is based on the Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00009999352839 (calculated using GEOID12B). Reference drawing: 26-0693-Zoning.

STATE OF TEXAS
REGISTERED
NATHAN PAUL KERR
6834
PROFESSIONAL
LAND SURVEYOR

6/10/26

Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 42°35'19" W | 210.74' |
| L2 | N 47°48'16" W | 940.85' |
| L3 | N 42°11'44" E | 210.85' |
| L4 | S 47°47'51" E | 942.30' |

The following property is rezoned from R Rural to NAP Natural Areas Protected (9.478 acres):

NAP

KERR SURVEYING

**FIELD NOTES DESCRIPTION**
**OF A**
**9.478 ACRE TRACT**
**BEING A PORTION OF THE REMAINDER**
**OF A CALLED 117.5 ACRE TRACT**
**ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54**
**COLLEGE STATION, BRAZOS COUNTY, TEXAS**

**A FIELD NOTES DESCRIPTION OF 9.478 ACRES IN THE ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 117.5 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THERESA HOLLAND, ANN DUKE, PATRICK HANSHAW AND ANTHONY DAMIAN SEABACK RECORDED IN VOLUME 11809, PAGE 184 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 9.478 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1/2 inch iron rod with yellow plastic cap stamped 'M MCCLURE' found in the northwest line of Lot 1, Block 3 of Phillips Square Subdivision, Phase 2, filed in Volume 19755, Page 277 (OPRBCT), at the south corner of Lot 5, Block 46 of Shenandoah, Phase 15, filed in Volume 12790, Page 98 (OPRBCT) and the east corner of said 117.5 acre tract;

**THENCE,** with the northeast line of said 117.5 acre tract, along the southwest line of said Shenandoah, Phase 15, N 47° 47' 51" W, for a distance of 1,003.92 feet to a point for the **POINT OF BEGINNING** hereof, from which the City of College Station monument CS94-138 bears N 80° 10' 32" E, a distance of 6,500.64 feet

**THENCE,** through said remainder of 117.5 acre tract, the following thirteen (13) courses and distances:

1) **S 65° 32' 41" W**, a distance of **220.38 feet** to a point;
2) **S 60° 54' 56" W**, a distance of **67.83 feet** to a point;
3) **N 62° 07' 21" W**, a distance of **137.03 feet** to a point;
4) **S 31° 46' 53" W**, a distance of **46.00 feet** to a point;
5) **S 42° 20' 00" W**, a distance of **39.46 feet** to a point;
6) **S 27° 51' 17" W**, a distance of **209.95 feet** to a point;
7) **S 78° 44' 59" W**, a distance of **186.84 feet** to a point;
8) **N 83° 11' 22" W**, a distance of **218.93 feet** to a point;
9) **N 59° 39' 11" W**, a distance of **52.54 feet** to a point;
10) **S 57° 01' 46" W**, a distance of **55.45 feet** to a point;
11) **S 11° 15' 50" W**, a distance of **158.78 feet** to a point;
12) **S 70° 51' 42" W**, a distance of **99.63 feet** to a point; and

1 | Page

26-0693 NAP.docx

13) **S 20° 04' 37" W**, a distance of **71.10 feet** to a point in the northeast right-of-way line of Victoria Avenue (right-of-way width varies, 10033/254 OPRBCT) for the southwest corner hereof, from which a 1/2 inch iron rod with blue plastic cap stamped 'KERR SURVEYING' found at a point of curvature in said line bears S 69° 55' 23" E, a distance of 297.54 feet;

**THENCE**, with the northeast right-of-way line of Victoria Avenue, the following two (2) courses and distances:

1) **N 69° 55' 23" W**, for a distance of **263.33 feet** to a 1/2 inch iron rod with blue plastic cap stamped 'KERR SURVEYING' found for a point of curvature;
2) with a curve to the right, having a radius of **554.99 feet**, an arc length of **78.80 feet**, a delta angle of **08° 08' 07"**, and a chord which bears **N 65° 51' 20" W**, a distance of **78.74 feet** to a point for the west corner hereof, from which a 1/2 inch iron rod with blue plastic cap stamped 'KERR SURVEYING' found at the end point of said curve bears N 53° 46' 46" W, a chord distance of 154.64 feet;

**THENCE**, through said remainder of 117.5 acre tract, the following seventeen (17) courses and distances:

1) **N 52° 16' 20" E**, a distance of **48.55 feet** to a point;
2) **N 40° 40' 36" E**, a distance of **77.66 feet** to a point;
3) **N 68° 06' 17" E**, a distance of **75.23 feet** to a point;
4) **N 35° 12' 38" E**, a distance of **54.41 feet** to a point;
5) **N 73° 13' 52" E**, a distance of **45.28 feet** to a point;
6) **S 65° 30' 45" E**, a distance of **36.73 feet** to a point;
7) **N 45° 40' 50" E**, a distance of **50.39 feet** to a point;
8) **N 59° 37' 52" E**, a distance of **73.33 feet** to a point;
9) **N 22° 08' 50" E**, a distance of **79.02 feet** to a point;
10) **N 50° 39' 07" W**, a distance of **58.73 feet** to a point;
11) **N 15° 46' 19" E**, a distance of **44.48 feet** to a point;
12) **N 87° 34' 31" E**, a distance of **105.83 feet** to a point;
13) **N 01° 34' 19" E**, a distance of **113.08 feet** to a point;
14) **S 65° 11' 01" E**, a distance of **90.47 feet** to a point;
15) **N 84° 43' 38" E**, a distance of **65.13 feet** to a point;
16) **N 63° 16' 17" E**, a distance of **151.77 feet** to a point; and
17) **N 82° 06' 46" E**, a distance of **84.87 feet** to a 1/2 inch iron rod found at the southwest corner of Lot 1, Block 7 of the Reatta Meadows Subdivision of the Estates at Spring Creek Development, Section 1, Phase 2, filed in Volume 8809, Page 82 (OPRBCT);

**THENCE**, with the south line of said Lot 1, the following four (4) courses and distances:

1) **N 86° 41' 49" E**, a distance of **176.56 feet** to a 1/2 inch iron rod found;
2) **S 64° 12' 14" E**, a distance of **116.73 feet** to a 1/2 inch iron rod found;
3) **N 47° 36' 22" E**, a distance of **75.37 feet** to a 1/2 inch iron rod with broken yellow plastic cap found; and
4) **N 12° 42' 08" E**, at a distance of 158.80 feet passing a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found and continuing for a total distance of **159.26 feet** to a point for the northeast corner hereof, on the southwest line of Lot 10, Block 37 of Shenandoah, Phase 13, recorded in Volume 6508, Page 214 (OPRBCT), at the east corner of said Lot 1, Block 7, from which a 1/2 inch iron rod with yellow plastic cap stamped 'K MCCLURE RPLS 5650' found in the common line of said Shenandoah, Phase 13, and the Reatta Meadows Subdivision bears N 47° 47' 51" W, a distance of 115.70 feet;

**THENCE**, with the common line of said remainder of 117.5 acre tract, said Shenandoah, Phase 13, and said Shenandoah, Phase 15, **S 47° 47' 51" E**, for a distance of **379.21 feet** to the **POINT OF BEGINNING** hereof and containing **9.478 acres**, more or less.

Surveyed on the ground November 2022 under my supervision. See plat prepared June 2026 for other information. The bearing basis for this survey is based on the Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00009999352839 (calculated using GEOID12B). Reference drawing: 26-0693-Zoning.

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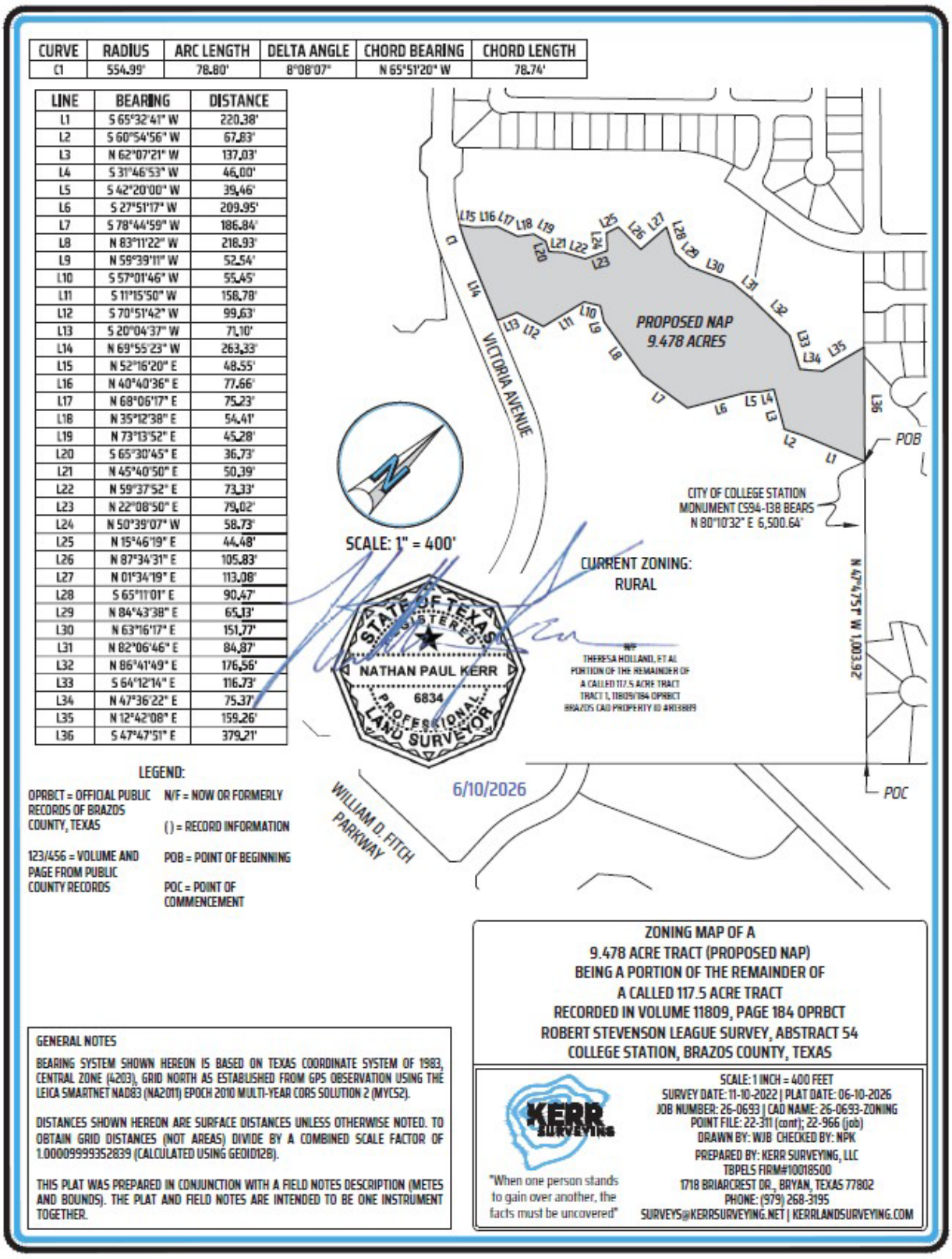
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

| CURVE | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 554.99' | 78.80' | 8°08'07" | N 65°51'20" W | 78.74' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 65°32'41" W | 220.38' |
| L2 | S 60°54'56" W | 67.83' |
| L3 | N 62°07'21" W | 137.03' |
| L4 | S 31°46'53" W | 46.00' |
| L5 | S 42°20'00" W | 39.46' |
| L6 | S 27°51'17" W | 209.95' |
| L7 | S 78°44'59" W | 186.84' |
| L8 | N 83°11'22" W | 218.93' |
| L9 | N 59°39'11" W | 52.54' |
| L10 | S 57°01'46" W | 55.45' |
| L11 | S 11°15'50" W | 158.78' |
| L12 | S 70°51'42" W | 99.63' |
| L13 | S 20°04'37" W | 71.10' |
| L14 | N 69°55'23" W | 263.33' |
| L15 | N 52°16'20" E | 48.55' |
| L16 | N 40°40'36" E | 77.66' |
| L17 | N 68°06'17" E | 75.23' |
| L18 | N 35°12'38" E | 54.41' |
| L19 | N 73°13'52" E | 45.28' |
| L20 | S 65°30'45" E | 36.73' |
| L21 | N 45°40'50" E | 50.39' |
| L22 | N 59°37'52" E | 73.33' |
| L23 | N 22°08'50" E | 79.02' |
| L24 | N 50°39'07" W | 58.73' |
| L25 | N 15°46'19" E | 44.48' |
| L26 | N 87°34'31" E | 105.83' |
| L27 | N 01°34'19" E | 113.08' |
| L28 | S 65°11'01" E | 90.47' |
| L29 | N 84°43'38" E | 65.13' |
| L30 | N 63°16'17" E | 151.77' |
| L31 | N 82°06'46" E | 84.87' |
| L32 | N 86°41'49" E | 176.56' |
| L33 | S 64°12'14" E | 116.73' |
| L34 | N 47°36'22" E | 75.37' |
| L35 | N 12°42'08" E | 159.26' |
| L36 | S 47°47'51" E | 379.21' |




LEGEND:

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

POB = POINT OF BEGINNING

POC = POINT OF COMMENCEMENT

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00009999352839 (CALCULATED USING GEOID12B).

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

ZONING MAP OF A
9.478 ACRE TRACT (PROPOSED NAP)
BEING A PORTION OF THE REMAINDER OF
A CALLED 117.5 ACRE TRACT
RECORDED IN VOLUME 11809, PAGE 184 OPRBCT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

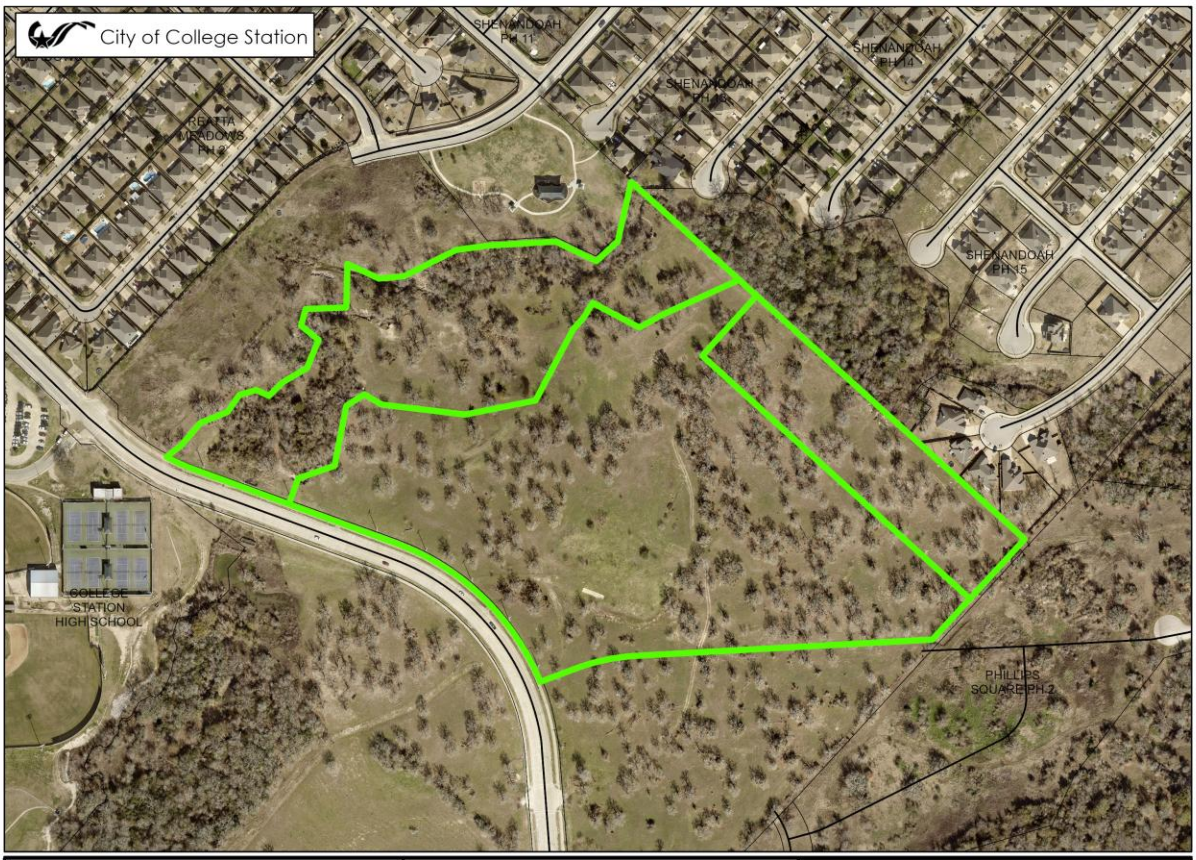
KERR SURVEYING

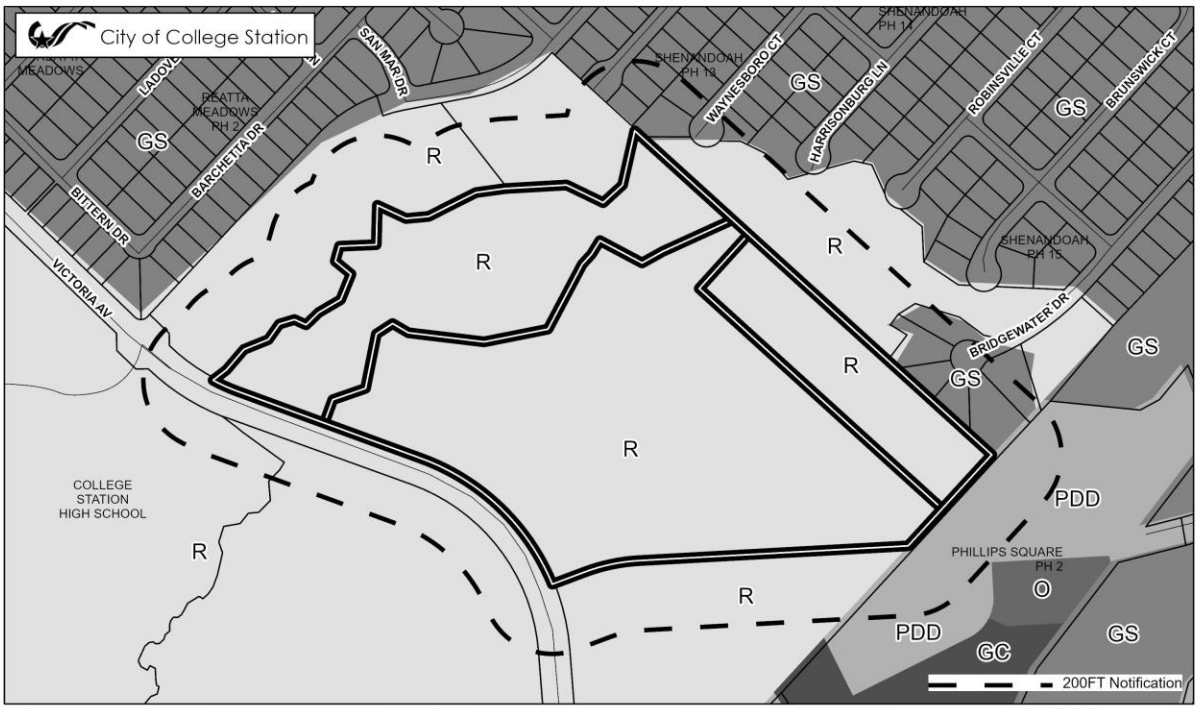
"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 400 FEET
SURVEY DATE: 11-10-2022 | PLAT DATE: 06-10-2026
JOB NUMBER: 26-0693 | CAD NAME: 26-0693-ZONING
POINT FILE: 22-311 (cont); 22-966 (job)
DRAWN BY: WJB CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DR., BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

**Exhibit B**


EXISTING
Zoning
PROPOSED
Zoning
BARCHETTA DR
POMELDR
PAMPLIN CT
BRACEY CT
PETERSBURG CT
ROANOKE CT
VICTORIA AV
WILLIAM D FITCH PW
General Suburban
Rural
Natural Areas Protected
Multi-Family
Middle Housing
Planned Development District
General Commercial
Office
N




**ZONING DISTRICTS** (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MH Middle Housing
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

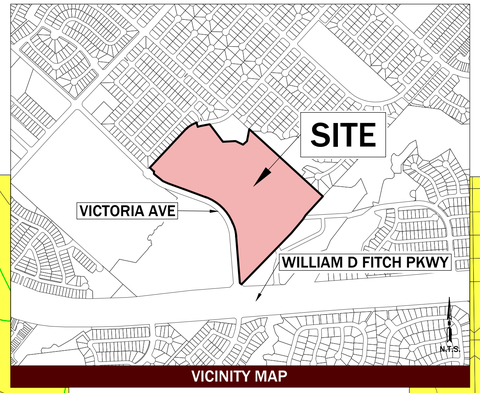
Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

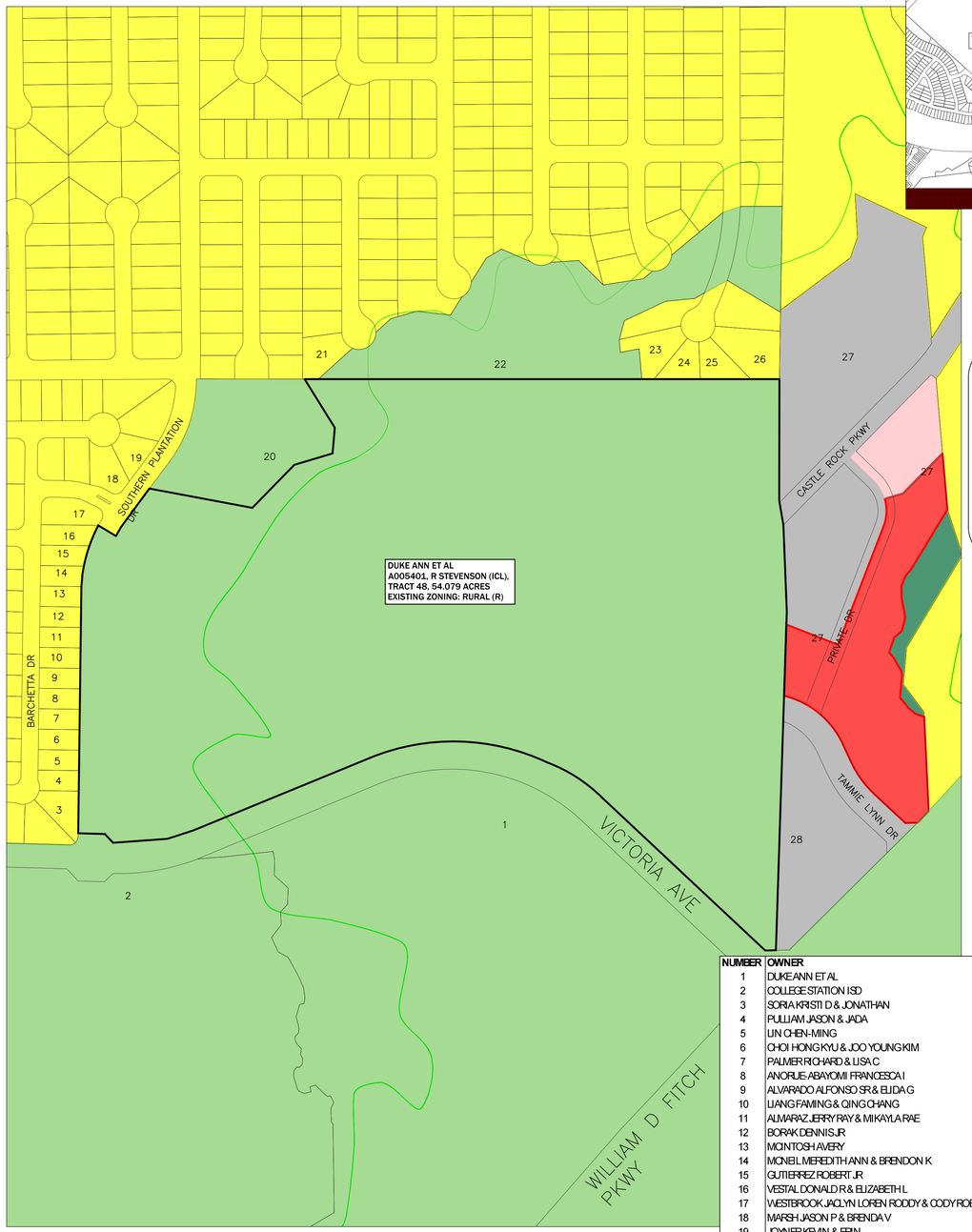
Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- NPO Nbrhd. Prevailing Ovr.
- NCO Nbrhd. Conservation Ovr.
- HP Historic Preservation Ovr.

Retired Districts
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- C-3 Light Commercial
- RD Research and Dev.
- M-1 Light Industrial
- M-2 Heavy Industrial

PROJECT BENCHMARK:




VICINITY MAP




EXISTING

*LEGEND*

GC - GENERAL COMMERCIAL

MF - MULTI-FAMILY

R - RURAL

GS - GENERAL SUBURBAN

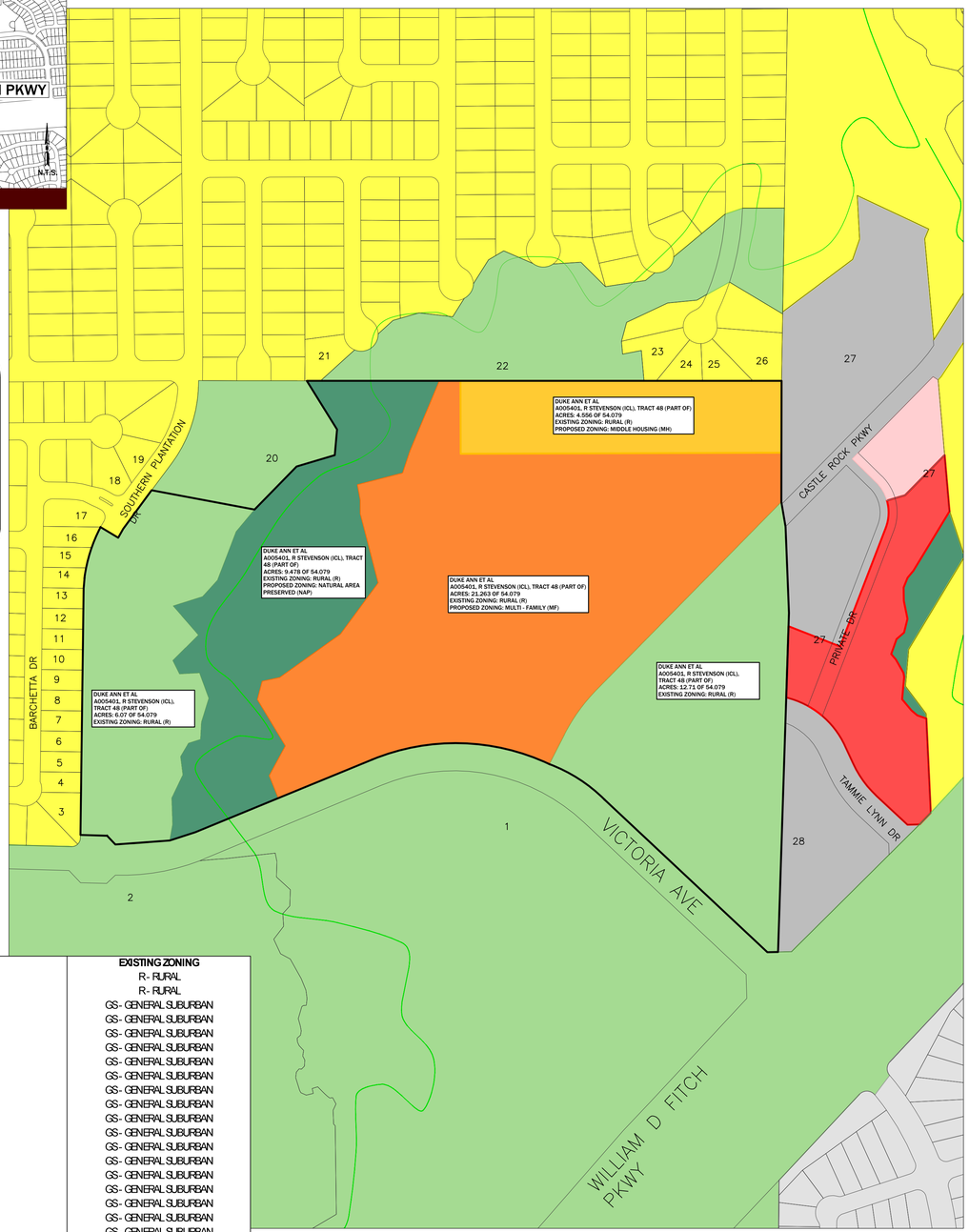
MH - MIDDLE HOUSING

NAP - NATURAL AREA PRESERVED

O - OFFICE

PDD - PLANNED DEVELOPMENT DISTRICT

Scale:
1 inch = 200 feet




PROPOSED

| NUMBER | OWNER | LEGAL DISCRIPTION | EXISTING ZONING |
|---|---|---|---|
| 1 | DUKE ANN ET AL | A005401, R STEVENSON (ICL), TRACT 48.6, 35.187 ACRES | R- RURAL |
| 2 | COLLEGE STATION ISD | COLLEGE STATION HIGH SCHOOL, BLOCK 1, LOT 1 | R- RURAL |
| 3 | SORIA KRISTI D & JONATHAN | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 30 | GS- GENERAL SUBURBAN |
| 4 | PULLIAM JASON & JADA | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 31 | GS- GENERAL SUBURBAN |
| 5 | LIN CHEN-MING | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 32 | GS- GENERAL SUBURBAN |
| 6 | CHOI HONG KYU & JOO YOUNG KIM | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 33 | GS- GENERAL SUBURBAN |
| 7 | PALMER RICHARD & LISA C | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 34 | GS- GENERAL SUBURBAN |
| 8 | ANORUE-ABAYOMI FRANCESCA I | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 35 | GS- GENERAL SUBURBAN |
| 9 | ALVARADO ALFONSO SR & ELIDA G | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 36 | GS- GENERAL SUBURBAN |
| 10 | LIANG FAMING & QING CHANG | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 37 | GS- GENERAL SUBURBAN |
| 11 | ALMARAZ JERRY RAY & MIKAYLA RAE | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 38 | GS- GENERAL SUBURBAN |
| 12 | BORAK DENNIS JR | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 39 | GS- GENERAL SUBURBAN |
| 13 | MCINTOSH AVERY | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 40 | GS- GENERAL SUBURBAN |
| 14 | MCNEIL MEREDITH ANN & BRENDON K | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 41 | GS- GENERAL SUBURBAN |
| 15 | GUTIERREZ ROBERT JR | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 42 | GS- GENERAL SUBURBAN |
| 16 | VESTAL DONALD R & ELIZABETH L | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 43 | GS- GENERAL SUBURBAN |
| 17 | WESTBROOK JACLYN LOREN RODDY & CODY ROBERT | REATTA MEADOWS SEC 1, PH 2, BLOCK 1, LOT 44 | GS- GENERAL SUBURBAN |
| 18 | MARSH JASON P & BRENDA V | REATTA MEADOWS SEC 1, PH 2, BLOCK 6, LOT 13 | GS- GENERAL SUBURBAN |
| 19 | JOYNER KEVIN & ERIN | REATTA MEADOWS SEC 1, PH 2, BLOCK 6, LOT 12 | GS- GENERAL SUBURBAN |
| 20 | COLLEGE STATION CITY OF | REATTA MEADOWS SEC 1, PH 2, BLOCK 7, LOT 1, PARKLAND DEDICATION AREA | R- RURAL |
| 21 | PREVOST ALEC TYLER & HANNA E | SHENANDOAH PH 13, BLOCK 37, LOT 10 | GS- GENERAL SUBURBAN |
| 22 | SOUTHERN PLANTATION HOMEOWNERS | SHENANDOAH PH 15, COMMON AREAS 1 & 2 | R- RURAL |
| 23 | HOLLADAY AARON D & NATALIE S | SHENANDOAH PH 15, BLOCK 46, LOT 2 | GS- GENERAL SUBURBAN |
| 24 | MORRISON WILLIAM JAMES & ASHLEY | SHENANDOAH PH 15, BLOCK 46, LOT 3 | GS- GENERAL SUBURBAN |
| 25 | CHARLES BRETT SCOTT & RACHEL ROCHELLI | SHENANDOAH PH 15, BLOCK 46, LOT 4 | GS- GENERAL SUBURBAN |
| 26 | SCHLECHTEN NICHOLAS EDWIN & SHELBY CHRISTINE | SHENANDOAH PH 15, BLOCK 46, LOT 5 | GS- GENERAL SUBURBAN |
| 27 | GREENS PRAIRIE INVESTORS LTD | A005401, R STEVENSON (ICL), TRACT 2, 16.7973 ACRES | ASSORTED |
| 28 | BRAZOS LAND HOLDINGS LLC | A005401, R STEVENSON (ICL), TRACT 2.101, 2.92 ACRES | PDD - PLANNED DEVELOPMENT DISTRICT |

MITCHELL M&M MORGAN
T.979.260.6963
TX. FIRM # F-1443
3304 EARL RUDDER FWY. S.
COLLEGE STATION, TX 77845
PLAN & DESIGN SPECIALISTS IN:
CIVIL ENGINEERING+HYDRAULICS
HYDROLOGY+UTILITIES+STREETS
SITE PLANS+SUBDIVISIONS
www.mitchellandmorgan.com

For Interim Review Only
These documents are not
intended for construction,
bidding or permit purposes.
Prepared by:
Veronica Rae Morgan, P.E.
No. 71689

JUNE 2026
Designed by: AMB
Drawn By: AMB
Checked By: MRM

Prepared For:
Martin Ingleman Development
Company, Inc.
4535 N Provident Ave
Tucson, AZ 85718
(214) 505-7848

Revisions

THE LARIAT MULTI-FAMILY DEVELOPMENT

## BACKGROUND INFORMATION

**NOTIFICATIONS**

Advertised Commission Hearing Date: July 16, 2026
Advertised Council Hearing Date: August 13, 2026

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Reatta Meadows Home Owner's Association and Southern Plantation Home Owner's Association

Property owner notices mailed: 23
Contacts in support: None at the time of this report
Contacts in opposition: 1
Inquiry contacts: None at the time of this report

**ADJACENT LAND USES**

| Direction | Comprehensive Plan | Zoning | Land Use |
|---|---|---|---|
| **North** | Natural & Open Areas/Suburban Residential | GS General Suburban | Single-Family Residential |
| **South** | General Commercial | R Rural/PDD Planned Development/GC General Commercial | Undeveloped/Townhomes/Commercial |
| **East** | Natural & Open Areas/Parks& Greenways/Suburban Residential | GS General Suburban/R Rural/PDD Planned Development District | Single-Family Residential/Undeveloped |
| **West** | Natural & Open Areas/Institutional | R Rural | Victoria Ave/College Station High School/Undeveloped |

**DEVELOPMENT HISTORY**

**Annexation:** June 1995
**Zoning:** R Rural(1995)
**Final Plat:** Unplatted
**Site development:** Undeveloped

# REZONING APPLICATION
# SUPPORTING INFORMATION

**Name of Project:** SEABACK TRACT REZONING (REZ2026-000006)

**Address:** 4291 VICTORIA AVE

**Legal Description:** A005401, R STEVENSON (ICL), TRACT 48, 54.079 ACRES

**Total Acreage:** 54

**Applicant::** CRISSY HARTL

**Property Owner:** DUKE ANN ETAL

**List the changed or changing conditions in the area or in the City which make this zone change necessary.**

According to the College Station Housing Action Plan, the City of College Station is currently addressing a housing shortage, which includes all housing types and densities. Rezoning this property to MF Multi-family and MH Middle Housing has the potential to add approximately 600 housing units that are much needed and would be very valuable for the City.

**Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.**

The Comprehensive Plan Land Use and Character Map indicates that this property is planned for Urban, Mixed Residential, and Natural & Open Areas land uses. The rezoning request for MF Multi-Family, MH Middle Housing and NAP Natural Areas Protected in a configuration that is compatible to these land uses is in accordance with the Comprehensive Plan.

**How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?**

The property is currently zoned R Rural. According to the Unified Development Ordinance, the R Rural zoning district is intended for agricultural uses and limited development activities due to a lack of public infrastructure and public service limitations. This description does not reflect the existing conditions of the property for public services and available infrastructure. This property is not suitable for uses permitted by the R Rural zoning district.

**Explain the suitability of the property for uses permitted by the rezoning district requested.**

College Station continues to experience steady growth as well as a need for more diverse housing types. Proposed housing associated with this rezoning request would allow for high and medium-density in the form of multi-family apartments and townhomes. The proposed housing is compatible with the multi-family housing approved for the Phillips Square PDD multi-family, adjacent to the southeast.

The proposed medium and high-density housing will also be adequately buffered from nearby single-family residential uses by parkland and preserved floodplain.

**Explain the suitability of the property for uses permitted by the current zoning district.**

College Station continues to experience steady growth as well as a need for more diverse housing types. Proposed housing associated with this rezoning request would allow for high and medium-density in the form of multi-family apartments and townhomes. The proposed housing is compatible with the multi-family housing approved for the Phillips Square PDD multi-family, adjacent to the southeast.

The proposed medium and high-density housing will also be adequately buffered from nearby single-family residential uses by parkland and preserved floodplain.

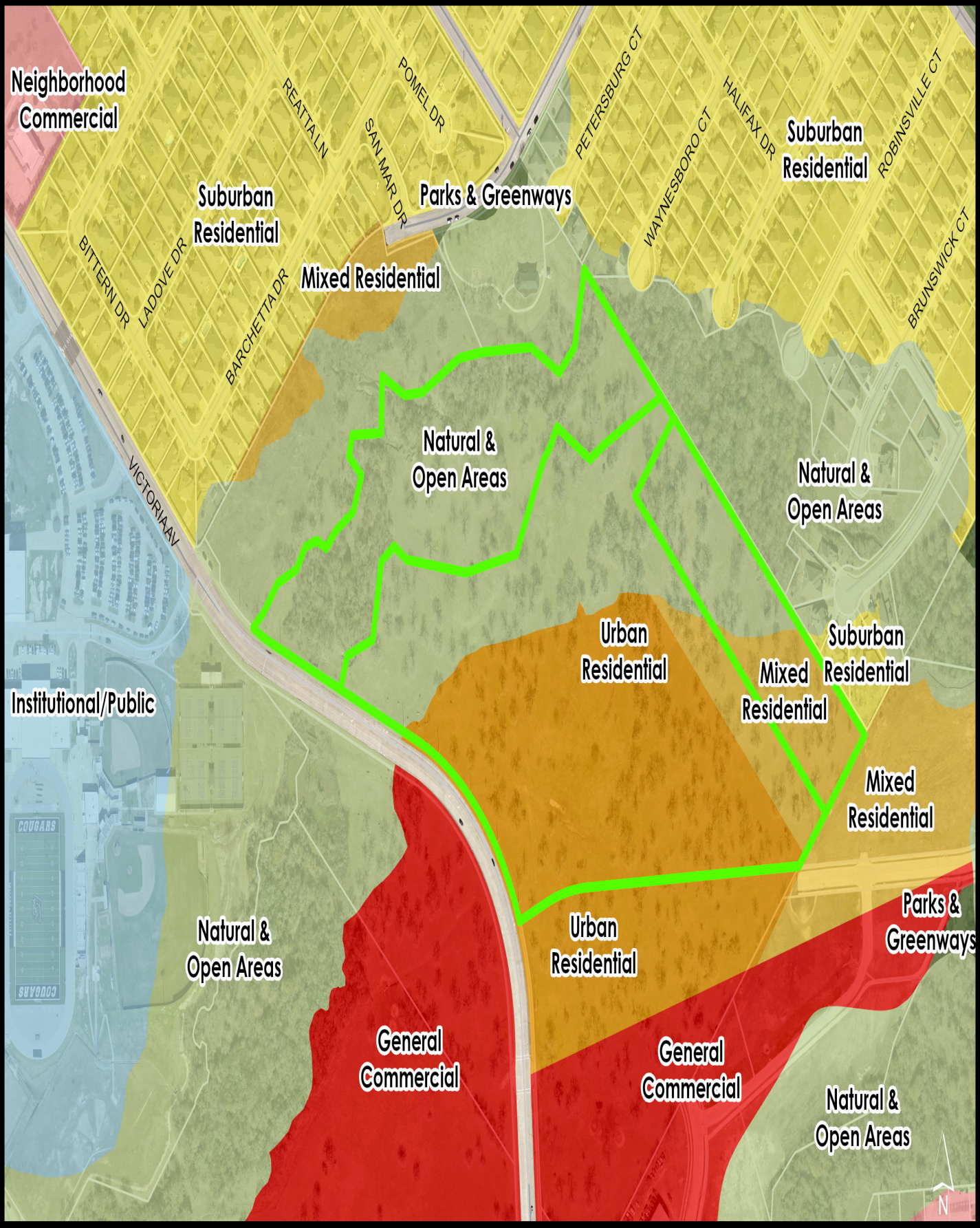
**Explain the marketability of the property for uses permitted by the current zoning district.**

Agricultural uses are not marketable for this property. All surrounding property is developed or developing for residential and commercial uses.

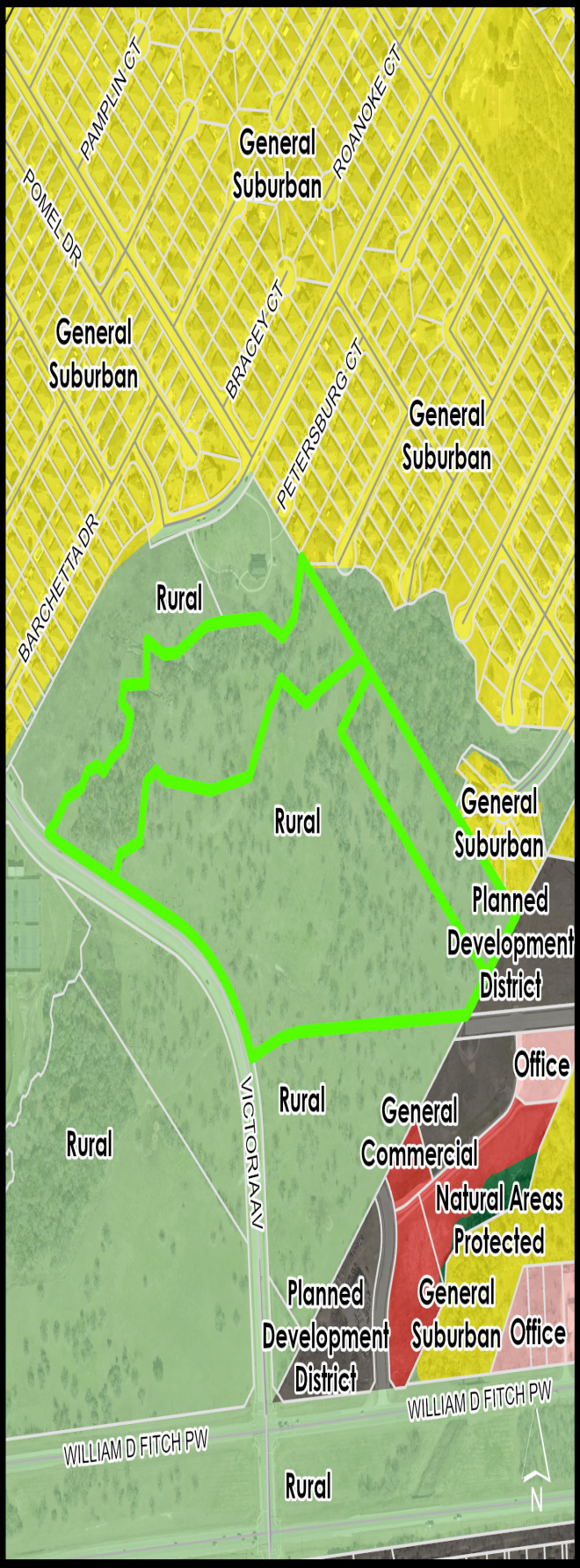
**List any other reasons to support this zone change.**

N/A

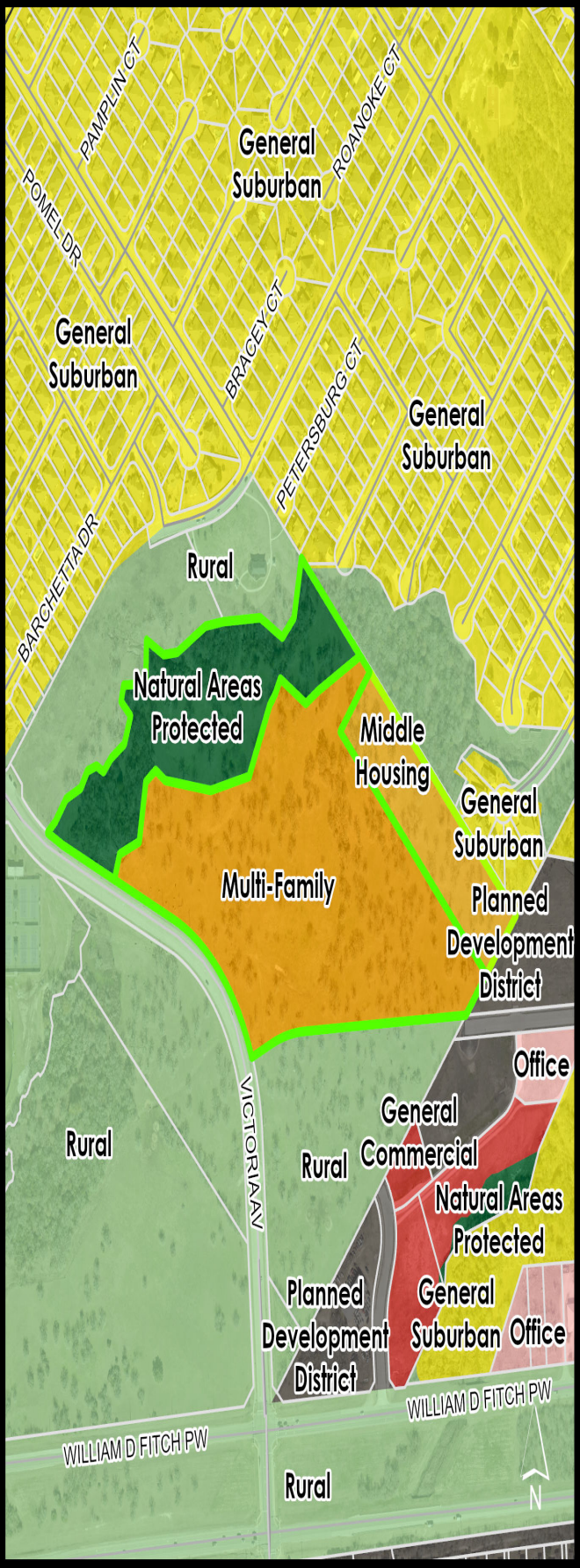
# EXISTING
## Future Land Use



# EXISTING
Zoning




# PROPOSED
Zoning



**August 13, 2026**
**Item No. 8.5.**
**Legislative Program**

**Sponsor:** Ross Brady, Chief of Staff

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a resolution establishing the City's legislative program for the 90th session of the Texas Legislature.

**Relationship to Strategic Goals:**
Good Governance

**Recommendation(s):** Staff recommends the council review the proposed program, consider possible amendments, and vote to take action on the item.

**Summary:** The City's legislative program establishes the Council's official position on key areas of legislation and directs staff to convey the City's position to members of the Texas legislature. This program was drafted and approved by Council's Legislative Engagement Committee, after meeting with our state-level elected officials and receiving citizen input through an online survey.

**Budget & Financial Summary:**

**Attachments:**
1. Resolution-Legislative Action Plan - 2027

**Proclamation**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ADOPTING THE 2027 LEGISLATIVE PROGRAM FOR THE CITY OF COLLEGE STATION, TEXAS; DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO ACT WITH REGARD TO THE CITY'S 2027 LEGISLATIVE PROGRAM; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the 90th Session of the Texas Legislature will convene on January 12th; and

**WHEREAS**, it is anticipated there will be many legislative issues affecting local government considered; and

**WHEREAS**, utilizing input from citizens and statewide elected officials the city council's Legislative Engagement Committee prepared the recommended 2027 Legislative Program attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council maintains such a 2027 Legislative Program is in the best interest of the City and the College Station community (i.e., residents and businesses), and thus should be adopted, and forwarded for consideration by the State Legislature; and

**WHEREAS**, the City Council wishes to direct the City Manager to take action regarding the 2027 Legislative Program as outlined below; now, therefore,

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

**PART 1:** Exhibit "A" is hereby adopted and approved as the 2027 Legislative Program for the City of College Station.

**PART 2:** The City Manager is directed to communicate the items included in the 2027 Legislative Program to members of the Texas Legislature, in general, or to the appropriate legislative staff, committees, or committee members.

**PART 3:** For those items designated as "support" by the City Council, the City Manager is directed to actively pursue passage of the appropriate legislation. The City Manager's efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

**PART 4:** For those items designated as "oppose" by the City Council, the City Manager is directed to attempt to impede the passage of any such legislation.

**PART 5:** It is recognized this policy will often be implemented in the context of great numbers of legislative proposals being considered within short time periods. City representatives, under the direction of the City Manager, shall be authorized

to act on behalf of the City consistent with the necessary broad policy concerns set forth in this program.

**PART 6:** This Resolution shall take effect immediately from and after its passage.

**ADOPTED this 13th day of August 2026.**

**ATTEST:** **APPROVED:**

_____ _____
**City Secretary** **Mayor**

**APPROVED:**

_____
**City Attorney**

# EXHIBIT A
# 2027 LEGISLATIVE PROGRAM

The 2027 Legislative Program is a guide for City of College Station ("City") positions and priorities.

The City of College Station recognizes the need for an active legislative program to ensure the interests of the City's residents and businesses are protected an enhanced. The City Council, and the Council's Legislative Engagement Subcommittee, has worked collaboratively with the community and elected legislative officers to create this legislative platform which reflects the values and interests of College Station. As directed by the City Council, the City will participate in the 90th Texas Legislative Session (2027) through monitoring and actively advocating for or against legislation appropriate to support or safeguard the interests of the City.

## FINANCIAL SUSTAINABILITY

Cities exist to provide essential services to residents and businesses. To do this, a city must be financially sustainable and be able to operate with reasonable certainty of future resources.

The City will support legislation which:

- Provides flexibility for local elected officials to utilize taxes, fees, debt and other funding sources to meet the needs of their communities.
- Allows a City to utilize user specific non-tax revenue sources, such as fees, to maintain a low tax rate for the general population.
- Defines a tax increase in terms of the tax rate rather than revenue for taxing units.
- Maintains local sourcing of sales and use taxes for internet orders.

The City will oppose legislation which:

- Imposes further expenditure caps, revenue caps, and/or tax caps without a sustainable source of offsetting revenue.
- Requires a popular vote, by default or be petition, for all property tax increases.
- Limits property appraisals to a frequency of less than once per year.
- Further restricts a municipality's ability to issue debt.
- Imposes unfunded mandates upon the community.
- Does not provide adequate time for the City to adjust its financial planning to accommodate the proposed legislation.

## CLOSEST PROXIMITY REPRESENTATION

Citizens and businesses are best served by policies made at the level of government closest to the people. It is the elected members of the city council who best understand the needs and expectations of their communities. Therefore, the City will seek to preserve home rule authority by opposing bills which hinder the Council's ability to respond to the needs and demands of the citizens who elected them.

The City will support legislation which:

- Protects the autonomy of local officials to make decisions in the best interest of their communities.

The city will oppose legislation which will:

- Limit or prohibit city officials from advocating on behalf of the community or communicating with legislators through trade associations and consultants.
- Interfere with the ability of the city to determine how to best operate local programs, services, and activities.

## PROTECTING WATER RESOURCES

As the population and economy of Texas grows there will be additional demands for the State's natural resources. One of the most concerning of these resources is groundwater. The potential transfer of groundwater from the region to other areas poses a threat to the stability of the City's water supply and infrastructure. Additionally, increased water use driven by droughts and regional growth will continue to impact the city's primary drinking water source—deep underground aquifers.

The City will support legislation which will:

- Replace the existing groundwater conservation district structure of governance with governing bodies designed at the aquifer-level.
- Establish the prioritization of water rights based on the date at which an entity's claim to the groundwater was filed with the State of Texas, similar to the priority date system of permitting used to regulate access to surface water.
- Allow a municipality to count their service territory as part of an area legally controlled as far as acreage and drilling wells.

## GROWTH AND DEVELOPMENT

Texas is rapidly growing. Housing and infrastructure must be built at a pace which can accommodate the state's growing population. However, this growth must be accomplished in a responsible way to the benefit of both new and existing residents. Innovation occurs when local leaders are given the freedom to meet the needs of their community. College Station has proven this by proactively implementing middle housing, accessory dwelling units (ADUs), and special zoning districts to meet the housing needs of the community.

Additionally, the City will actively monitor, evaluate, and act on legislation that creates or modifies special districts within the City and its extraterritorial jurisdiction (ETJ).

The City will support legislation which will:

- Preserve the City's authority to establish lot sizes, parking requirements, density, and ADU requirements within city limits.
- Address consequences to infrastructure (such as water, wastewater, stormwater, parking, and transportation) which arise from legislative changes to lot size and density.
- Protect and clarify a city's role in requests for removal from their ETJ.

- Provide consistency of regulation in the city and ETJ to ensure safety and preserve property values.

The City will oppose legislation which will:

- Diminish municipal authority related to development matters, including annexation, eminent domain, zoning, building codes, tree preservation, short-term rentals, and manufactured housing.
- Erode the authority of a city to be adequately compensated for the use of its rights-of-way and/or erode municipal authority over the management and control of rights-of-way.

## TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FUNDING FOR PEDESTRIAN CROSSINGS ON FM 60

Texas A&M now has the largest student population in the nation, with more than 74,000 students enrolled at the College Station campus. A significant number of these students live in the rapidly growing Northgate District, just north of campus and separated from the university by FM 60. Every day, thousands of students cross this heavily traveled roadway to get to class, work, and campus activities.

A safe, grade-separated pedestrian crossing on FM 60 has become a necessity, as recognized by TxDOT in their 2025 study of the roadway. The City of College Station has requested federal funding to aid in the engineering design, right-of-way acquisition, and utility relocations necessary for the project; and the City is committed to matching federal funds.

The City will actively seek TxDOT funding for the remaining cost to fund the project.

Texas A&M University and the Bryan College Station Metropolitan Planning Organization (MPO) support this project.

## HOTEL OCCUPANCY TAX (HOT) FUNDING FOR ATHLETIC FACILITIES

College Station supports legislation which will allow the City to continue utilizing HOT revenues to construct new athletic facilities.

**August 13, 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 August 15th thru August 27th:

August 15 - Neighborhood Partnership Workshop
August 17 - IGC Meeting
August 17 - Bicycle, Pedestrian and Greenways Meeting
August 18 - Council Transportation & Mobility Committee Meeting
August 18 - Zoning Board of Adjustments Meeting
August 19 - Economic Outlook Briefing Luncheon
August 19 - Exploring History Luncheon
August 19 - Economic Development Committee Meeting
August 20 - Business Over Breakfast
August 20 - Planning & Zoning Commission Meeting
August 22 - Texas A&M Off Campus Student Carnival
August 26 - Housing Plan Advisory Committee Meeting
August 27 - City Council Meeting Day

**Budget & Financial Summary:** None.

**Attachments:**
None

**August 13, 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