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#

September 24, 2026	3:00 PM	City Hall Council Chambers

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

1. Call to Order.

2. Executive Session Agenda.

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

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

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

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

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

a. City Municipal Court Judge
b. City Internal Auditor
c. City Attorney
d. City Secretary
e. City Manager
f. Council Self -Evaluation

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

a. Economic development agreement for a development on the 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.

b. Economic development agreement for a development within the Midtown Business Park relating to baseball fields.

c. Economic development agreement regarding land generally located between Pebble Creek and Southern Pointe subdivisions.

d. Economic development agreement for a development located in the BioCorridor.

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

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

Speaker Protocol.

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

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation of a proclamation commemorating Texas A&M's 150th anniversary.
Sponsors: Ross Brady
Attachments: 1. 26 TAMU 150 Proclamation

5.2. Presentation proclaiming the month of October 2026 as Community Planning Month.
Sponsors: Anthony Armstrong
Attachments: 1. 26 Community Planning Month

6. Hear Visitors.

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

7. Consent Agenda.

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

7.1. Presentation, discussion, and possible action of minutes for:
• September 10, 2026 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM091026 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a resolution regarding the City's investment policy, reviewing and recording changes to the policy and strategy, and on a collateral policy, and designating investment officers for the fiscal year ending September 30, 2027, stating that the City Council has reviewed and approved the City's investment policy, broker-dealer list and investment strategy.
Sponsors: Michael DeHaven
Attachments: 1. Investment Policy Res FY 27_7-31-2026

7.3. Presentation, discussion, and possible action approving a resolution authorizing expenditure to the Aggieland Humane Society, Inc. totaling $419,054.
Sponsors: Mary Ellen Leonard
Attachments: 1. Aggieland Humane Society Fy27 Resolution

7.4. Presentation, discussion, and possible action on a funding agreement with the Arts Council of the Brazos Valley DBA Arts Center of Brazos Valley for FY27 in the amount of $35,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. Arts Center - Fy27 General Fund Funding Agreement

7.5. Presentation, discussion, and possible action on a funding agreement with the Arts Council of the Brazos Valley DBA Arts Center of Brazos Valley for FY27 in the amount of $600,908.
Sponsors: Mary Ellen Leonard
Attachments: 1. Arts Center - Fy27 HOT Funding Agreement
2. Approved FY27 Budget-8.18.26

7.6. Presentation, discussion, and possible action on a funding agreement with the Brazos Transit District for FY27 in the amount of $400,800.
Sponsors: Mary Ellen Leonard
Attachments: 1. Brazos Transit District Fy27 Funding Agreement

7.7. Presentation, discussion, and possible action on a funding agreement with the Greater Brazos Partnership for FY27 in the amount of $350,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. Greater Brazos Partnership Fy27 Funding Agreement

7.8. Presentation, discussion, and possible action regarding a construction contract with Site Utilities and Construction, LLC in the amount of $136,000 for multiple drainage repairs to pipe

infrastructure located at Finfeather Road, 1501 Wolf Run, Southern Plantation Drive, and Hunter Creek Drive.

Sponsors: Emily Fisher

Attachments: 1. ITB 26-072 Bid Tabulation
2. 26300741--KJc (CC 9.24.26)

7.9. Presentation, discussion, and possible action on a contract award for Emergency Generator Removal & Replacement to C.F. McDonald Electric, Inc. for an amount not to exceed $190,469.

Sponsors: Glenn Gavit

Attachments: 1. 26300771--LKP (CC 09.24.26)- vendor signed
2. 26-090 Intent to Award Bid Tabulation

7.10. Presentation, discussion, and possible action on a three-year contract with Great South Texas Corp dba Computer Solutions for cloud migration of the City's phone system to Cisco's Webex system, not to exceed $599,499.69.

Sponsors: Sam Rivera

Attachments: 1. Contract

7.11. Presentation, discussion, and possible action on a construction contract amendment with Skanska Construction adding to the contract grant funding requirements for two Texas Parks and Wildlife grants awarded to the City for the Texas Independence Park Project.

Sponsors: Jennifer Cain

Attachments: 1. TX Independence Park Location Map
2. Skanska Amendment 2 - Texas Independence Park

7.12. Presentation, discussion, and possible action on a contract award for the construction of the new Northwest Substation to GridTech, LLC for an amount not to exceed $10,745,275.41.

Sponsors: Glenn Gavit

Attachments: 1. 26300768--LKP (CC 09.24.26)vendor signed
2. 26-091 Intent to Award Bid Tab Summary

7.13. Presentation, discussion, and possible action on a resolution authorizing the City Manager to file, execute, and direct all actions related to an application with the Texas Commission on Environmental Quality (TCEQ) to amend Water Use Permit No. 5913.

Sponsors: Gary Mechler, Stephen Maldonado

Attachments: 1. Resolution

7.14. Presentation, discussion, and possible action on a resolution repealing and replacing resolution No. 7-10-25-7.8 which accepted $500,000 in CDBG-MIT funding from the Texas General Land Office to authorize the City Manager to execute post-award grant and program documents and act on the City's behalf with respect to any issues arising with the program.

Sponsors: David Brower

Attachments: 1. CDBG-MIT Resolution

8. Workshop Agenda.

8.1. Presentation, discussion, and possible action regarding TAMU 150.

Sponsors: Ross Brady

Attachments: None

8.2. Presentation, discussion, and possible action regarding an update from representatives of the Texas A&M University (TAMU) Student Government Association (SGA).

Sponsors: Ross Brady

Attachments: None

8.3. Presentation, discussion, and possible action regarding activities of the Historic Preservation Committee.
Sponsors: Ian Whittenton
Attachments: None

9. Regular Agenda.

9.1. Public Hearing, presentation, discussion, and possible action on Budget Amendment Number 3 amending Ordinance No. 2025-4612, which amends the 2025-2026 Fiscal Year budget the in the amount of $12,714,696.
Sponsors: Mary Ellen Leonard
Attachments: 1. FY26 Budget Amendment No 3 Ordinance

9.2. Presentation, discussion, and possible action regarding an amendment to the real estate contract with The Corinth Group, Inc., dated January 10, 2025, to modify the purchase area to approximately 14.47 acres in the Midtown Business Park at the price of $8.00 per square foot for an approximate total purchase price of $5,042,505.60.
Sponsors: Michael Ostrowski
Attachments: 1. Real Estate Agreement - The Corinth Group, Inc. - Amendment 11

9.3. Presentation, discussion, and possible action regarding a Chapter 380 Economic Development Agreement with The Corinth Group, Inc. relating to economic development incentives on approximately 14.47 acres in the Midtown Business Park.
Sponsors: Michael Ostrowski
Attachments: 1. Economic Development Agreement - The Corinth Group, Inc.

9.4. Presentation, discussion, and possible action regarding the approval of a real estate contract with Bass Pro Outdoor World, LLC for the sale of approximately 13.895 acres in the Midtown Business Park for the price of $417,740.00 per acre for an approximate total purchase price of $5,804,497.30, and presentation, discussion, and possible action regarding a Chapter 380 Economic Development Agreement with Bass Pro Outdoor World, LLC relating to economic development incentives on approximately 13.895 acres in the Midtown Business Park.
Sponsors: Michael Ostrowski
Attachments: 1. Economic Development Agreement and Real Estate Agreement - Bass Pro Outdoor World, LLC

9.5. Presentation, discussion, and possible action regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc. Board of Directors.
Sponsors: Tanya Smith
Attachments: 1. Ltr Cities BVSWMA BoD 2026

9.6. Presentation, discussion, and possible action on a hardware and software agreement with Flock Group, Inc. not to exceed $158,000 for cameras on Texas Department of Transportation roads; and presentation, discussion, and possible action on a hardware and software agreement with Flock Group, Inc. not to exceed $141,061.80 for cameras on Non-Texas Department of Transportation roads.
Sponsors: Billy Couch
Attachments: 1. Non-TXDOT
2. TXDOT

10. Items of Community Interest and Council Calendar.

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

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

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

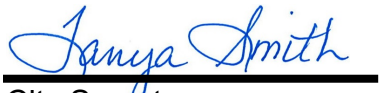
12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

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

13. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on September 17, 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.

September 24, 2026
Item No. 5.1.
TAMU Proclamation

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation commemorating Texas A&M's 150th anniversary.

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:
1. 26 TAMU 150 Proclamation

Proclamation

WHEREAS, in 1876, the Agricultural and Mechanical College of Texas opened as the state's first land-grant institution with 40 students and six faculty members. Today, Texas A&M University serves over 81,000 students across multiple campuses, teaching, researching, and serving communities across Texas and beyond; and,

WHEREAS, since 1876, Texas A&M University has grown into a Tier 1 research institution, holding land, sea, and space grants, is home to a presidential library, has over 140 undergraduate degree programs and over 630,000 former students, and is a driver of the local economy; and,

WHEREAS, the 2026-2027 academic year marks Texas A&M's Sesquicentennial, bringing together students, faculty, staff, former students, and College Station residents to honor 150 years of education, leadership, and public service. Numerous events are planned throughout the year to commemorate A&M's history, beginning on October 2nd and concluding in May; and,

WHEREAS, the kickoff event is October 2nd at the Jack K. Williams Administration Building; and,

WHEREAS, the City of College Station looks forward to ongoing collaboration and close partnership with Texas A&M for centuries to come; and,

NOW, THEREFORE, I, John P. Nichols, Mayor of College Station, together with the City Council, do recognize and honor the 2026-2027 academic year as:

Texas A&M's 150th Anniversary

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the City of College Station to be affixed on this 24th day of September 2026.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

September 24, 2026
Item No. 5.2.
Community Planning Month Proclamation

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the month of October 2026 as Community Planning Month.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Neighborhood Integrity
- Improving Mobility

Recommendation(s):

Summary: Planners work to improve the well-being of all people living in our communities by leveraging professional expertise, data-driven insights, and a long-term, comprehensive vision for the future. This approach leads to more resilient, equitable, and prosperous communities.

We celebrate the role that planning plays in creating great communities each October with National Community Planning Month.

Community Planning Month is an opportunity to highlight how planning is essential to every community, and how planners are uniquely positioned to identify solutions to communities' most difficult housing, transportation, and land use questions.

Budget & Financial Summary: None.

Attachments:
1. 26 Community Planning Month

Proclamation

Whereas: change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

Whereas: planners can help navigate this change with data-driven insights and expertise that provide better choices for how people work and live; and

Whereas: community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

Whereas: the full benefits of planning require public elected and appointed officials who understand, support, and demand excellence in planning and plan implementation; and

Whereas: the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

Whereas: the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to every community, and how planners are uniquely positioned to identify solutions to communities' most difficult housing, transportation, and land use questions; and

Whereas: the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of appointed planning commission members who have contributed their time and expertise to the improvement of the City of College Station; and

Whereas: we recognize the many valuable contributions made by the professional community and regional planners of the City of College Station and extend our heartfelt thanks for the continued commitment to public service by these professionals.

Now, Therefore, be it Resolved, I, John P. Nichols, as Mayor of the City of College Station, Texas, and acting on behalf of the College Station City Council, do hereby proclaim the month of October 2026, as

Community Planning Month

in conjunction with the celebration of National Community Planning Month.

In Testimony Whereof, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 24th day of September 2026.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

September 24, 2026
Item No. 7.1.
September 10th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• September 10, 2026 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM091026 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
SEPTEMBER 10, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Presiding:
John Nichols, Mayor - absent
William Wright, Mayor ProTem

Council:
Mark Smith
David White
Melissa McIlhaney
Bob Yancy
Scott Shafer

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor ProTem Wright via In-Person and Teleconference at 4:00 p.m. on September 10, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, §551.086-Competitve Matters, and §551.087-Economic Development, and the College Station City Council convened into Executive Session at 4:00 p.m. on September 10, 2026, to continue discussing matters pertaining to:

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

- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
- Hopkins v. City of College Station, et al., Civil Action No. 4:25-CV-00473, in the U.S. District Court for the Southern District of Texas, Houston Division.

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

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

- Property located within the Midtown Business Park.
- Property located near the intersection of William D Fitch Parkway and Tonkaway Lake Road.

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

- City Municipal Court Judge
- City Internal Auditor
- City Attorney
- City Secretary
- City Manager
- Council Self -Evaluation

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

- Power Supply

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

- Economic development agreement 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 regarding land generally located between Pebble Creek and Southern Pointe subdivisions.
- Economic development agreement for a development located in the BioCorridor.

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. and Mayor Nichols read the following statements.

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

Invocation given by Councilmember White.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation of a proclamation recognizing September 10, 2026 as "Cheyenne Thomas Miss Ultimate USA Day."

Mayor ProTem Wright presented a proclamation to Cheyenne Thomas proclaiming September 10, 2026, as "Cheyenne Thomas Miss Ultimate USA Day."

5.2. Presentation proclaiming September 17th through 23rd as "Constitution Week."

Mayor ProTem Wright presented a proclamation to representatives from Come and Take It and La Villita Chapters of the National Society Daughters of the American Revolution, proclaiming the week of September 17 through September 23, 2026, as "Constitution Week."

6. Hear Visitors Comments.

Charles Elliott from College Station thanked the Council and staff for reviewing the city's impervious coverage policy. He requested consideration of new information and analysis, suggesting a renewed workshop discussion, and emphasized support for transparent public review without criticism of staff.

Fred Dupriest from College Station expressed concern that current impervious coverage policy and zoning footnote allow high coverage rates up to 80–85% in residential subdivisions without clear denial criteria. He explained that this could enable similar designs citywide, potentially exceeding policy intent. Mr. Dupriest urged the Council to clarify policy objectives, direct staff to bring potential solutions, and consider future impacts on drainage and development.

Patricia McDermott from College Station shared a personal account of a rainstorm on July 14, 2026, detailing how water overflowed streets and creeks, flooded yards, and posed risks to residents, emphasizing the recurring nature of such events in the neighborhood.

C.O. Patterson from College Station provided a historical perspective, noting that flooding at Dexter and Park Place has become more frequent, intense, and prolonged since the 1980s, with floodwater now regularly overtopping streets and approaching house foundations.

Hali Stout from College Station came before council to state that she trusts the local Police Department but is concerned that Flock uploads data which is accessible by other departments without a warrant. Ms. Stout stated she did not consent to this level of monitoring and asked that the cameras be removed and the contract terminated.

John Hamilton from College Station urged the Council not to renew the city's contract with Flock. He stated that state grant funding blocked and many cities canceling their contracts, College Station should reconsider spending hundreds of thousands of dollars on these controversial cameras.

Oliver Dixon from College Station spoke in opposition to renewing the city's contract with Flock cameras. He cited concerns about false identifications, privacy risks, and the lack of evidence that license plate reader systems reduce crime. Mr. Dixon questioned whether city funds could be better allocated and urged the Council to consider community values and civil liberties when making contract decisions.

Zubair Ali from College Station spoke in opposition to the use of Flock cameras. Mr. Ali expressed concerns that widespread surveillance undermines American freedoms and constitutional rights, emphasizing the importance of privacy and limited government. He urged the Council to consider who has access to surveillance data and the potential consequences for citizens, advocating for the protection of civil liberties.

Ivan Svrcek from Bryan presented survey results showing majority opposition to ALPR cameras among Texas voters and highlighted recent cancellations of Flock contracts in other cities, urging the council to respect community sentiment. He expressed concerns about the impact of surveillance systems on community trust and urged the Council to vote against contract renewal.

Cairo Lorde from Bryan questioned the effectiveness and necessity of Flock cameras, citing studies from other cities that found no significant impact on crime rates. He expressed concerns about data collection, privacy, and the allocation of city funds, and suggested that community safety could be better addressed through social programs rather than expanded surveillance.

7. CONSENT ITEMS

Item *(7.8) and (7.10)* were pulled for clarification.

(7.8) Mary Ellen Leonard, Finance Director, clarified that the $2.715 million listed for board purchasing cooperative agreements represents anticipated purchases for specific items, not memberships.

(7.10) Carol Cotter, Planning and Development, stated that the citywide flood hazard assessment will update outdated floodplain maps and rainfall data, identify current flood risks, and prioritize the most critical watersheds for further study and mitigation. The ten-month contract will result in recommendations for which watersheds require immediate attention. While the study itself will not directly change flood maps, it will provide updated data for submission to FEMA, potentially affecting property insurance and development regulations if floodplain boundaries are revised. The findings will guide future zoning ordinances and investments to limit encroachment into floodplains and protect properties from flooding.

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.

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

- **August 27, 2026 Council Meeting**

7.2. Presentation, discussion, and possible action regarding an interlocal agreement (ILA) between the City of College Station, City of Bryan, Brazos County, and Brazos County Emergency Communications District (BC 911) for a backup dispatch facility.

7.3. Presentation, discussion, and possible action on the approval of the Atmos Mid-Tex 2026 Rate Review Mechanism (RRM) Settlement and Rate Ordinance No. 2026-4715.

7.4. Presentation, discussion, and possible action on the award of a construction contract to Brazos Paving, Inc. in the amount of $172,040 for McCulloch Neighborhood Traffic Calming Improvements.

7.5. Presentation, discussion, and possible action on the second reading of a franchise agreement Ordinance No. 2026-4716 with Texan Waste Services, Inc. for the collection of recyclables from commercial businesses and multi-family locations.

7.6. Presentation, discussion, and possible action regarding an ILA with Brazos County for EMS service provided by College Station Fire Department.

7.7. Presentation, discussion, and possible action on a deductive change order with Weisinger Incorporated, providing a $109,507 credit to the construction contract for the Well 6 Pumping Equipment Repairs Project.

7.8. Presentation, discussion, and possible action to authorize expenditure of funds for Fiscal Year 2027 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than $100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

7.9. Presentation, discussion, and possible action on a contract amendment with Freese and Nichols, Inc (FNI) in the amount of $1,459,269 for the addition of a specialized construction inspector to provide technical oversight, and additional soil sampling required by TCEQ.

7.10. Presentation, discussion, and possible action on a Professional Services Contract with Torres Associates, LLC in the amount of $185,600 for a Citywide Flood Hazard Assessment.

7.11. Presentation, discussion, and possible action on a Professional Services Contract Amendment with Arkitex Studio adding to the contract grant funding requirements for two Texas Parks and Wildlife Department grants awarded to the City for the Texas Independence Park Project.

7.12. Presentation, discussion, and possible action on giving the City Manager authority to terminate for convenience the funding agreement with the Greater Brazos Partnership for services related to Plug and Play.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember McIhaney, the City Council voted six (6) for and none (0) opposed, to approve the Consent agenda. The motion carried unanimously.

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action regarding the College Station Utilities Electric Department annual update.

Glenn Gavit, Electric Utilities Director, reported that College Station Utilities (CSU) is a municipal utility recognized for reliability and customer service, serving the city since 1939. CSU employs nearly 100 staff, maintains over 510 miles of distribution lines, 20 miles of transmission lines, and eight substations. The department continues to invest in infrastructure improvements such as undergrounding lines, non-wood poles, and pad-mounted equipment restoration. CSU achieved an average annual outage time of 48 minutes per customer, with 99.9962% uptime. Wildlife remains the primary cause of outages, prompting investments in deterrent systems

Councilmember McIlhaney left the meeting at 6:56 pm.

8.2. Presentation, discussion, and potential action regarding the anticipated impacts of the Terafab project and College Station's readiness to address the associated opportunities and challenges.

Michael Ostrowski, Chief Development Officer, presented a comprehensive review of the TERAFAB project near College Station, forecasting the creation of 1,500–6,000 direct jobs and significant population growth, especially in the southern region of the city. The city's current and planned subdivisions are expected to absorb much of this growth, though additional housing demand may arise from suppliers and related companies. Infrastructure, including transportation, utilities, and wastewater—was assessed as adequate for initial impacts, but ongoing planning will be needed, particularly for areas outside city limits. The project will drive economic diversification, attract new businesses, and elevate the region's national profile, with positive effects on retail, hospitality, and local spending. However, direct property tax benefits will be limited due to the facility's location outside city boundaries. Comparisons to similar projects in Texas highlighted the importance of proactive planning and regional cooperation to address underestimated impacts on jobs, housing, and infrastructure

Councilmember McIlhaney returned to the meeting at 7:58 pm.

8.3. Presentation, discussion, and potential action regarding the anticipated impacts of the Terafab project and College Station's readiness to address the associated opportunities and challenges.

Michael Ostrowski, Chief Development Officer, outlined proposed real estate and economic development agreements with Bass Pro Outdoor World LLC and the Corinth Group Inc. for Midtown Business Park. Bass Pro will purchase approximately 14 acres and Corinth Group 13 acres, with modifications to existing agreements to accommodate both developments. Bass Pro Shops will receive up to $3.7 million in incentives,

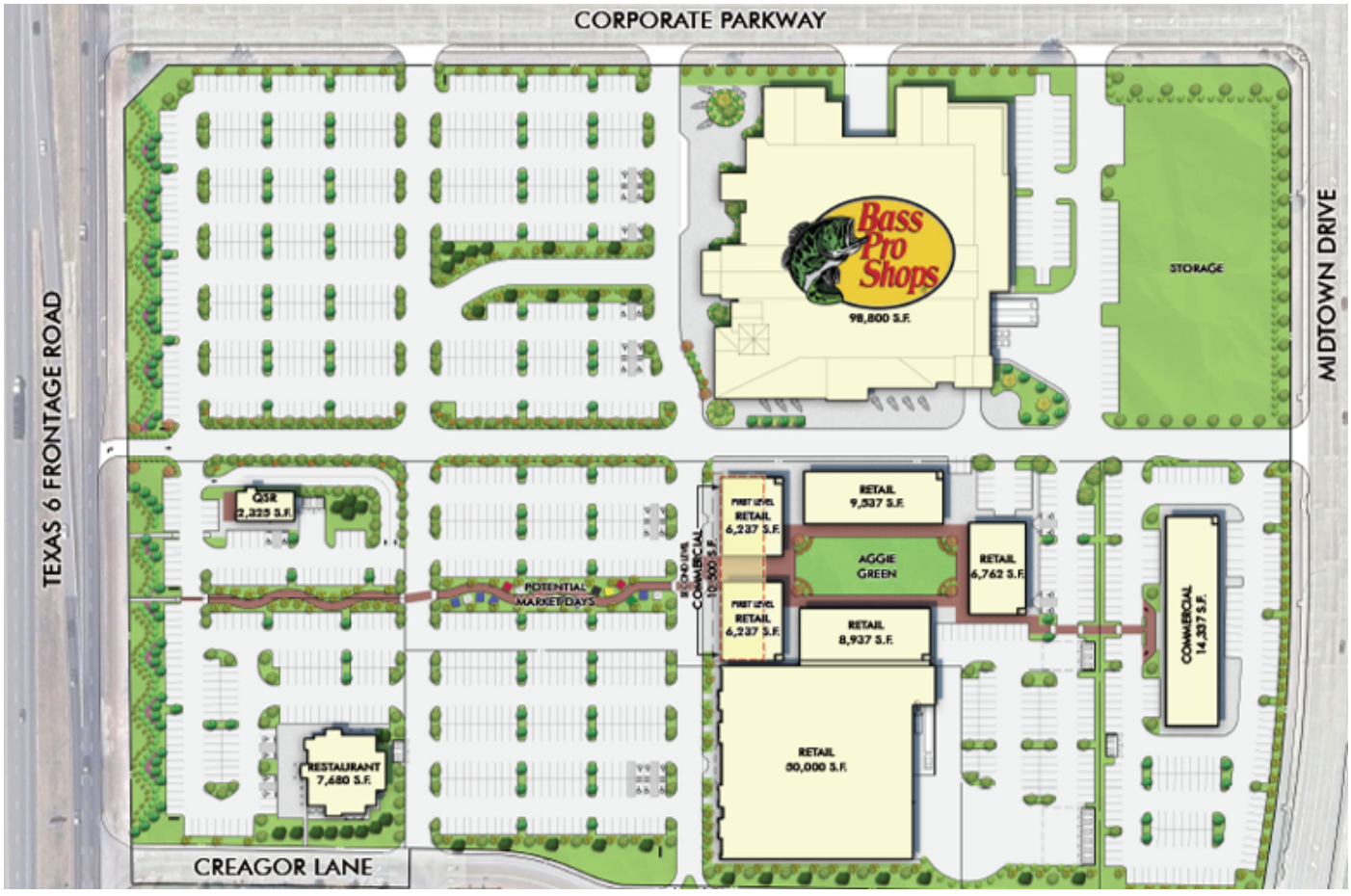
including sales tax rebates and construction fee reimbursements, contingent on achieving $20 million in locally taxable sales annually. Corinth Group will receive a $700,000 credit for green space development on their lot. The project features a mixed-use commercial center with a large green space, shared detention pond, and plans for market days and community events, aiming to enhance quality of life and attract further development. Final agreements are expected at the next council meeting, with an 180-day due diligence period.

Corinth Project Proposed Details

- Anticipating 100,000+ sq.ft of commercial space, user dependent on 14 acres
- Purchase price of $5,042,505.60, minus acquisition reimbursement
- Maximum $696,960 credit at closing for plaza area
- Potential additional financial contribution by the City to increase plaza amenities beyond the base plan, would require future amendment
- Use of shared detention pond

Bass Pro Shops Project Proposed Details

- Approximately 98,000 sq. ft store on 14 acres
- Purchase price of $6,170,437.54
- Operations reimbursement of $3.5 million, payable after completion of construction of improvements
- Estimated $35 million in annual sales, not all locally taxable, minimum locally taxable would need to be $20 million for sales tax reimbursement
- Sales tax reimbursement of 60% (average) on locally taxable sales for 10 years will be at a descending rate (80%-35%)
- Construction fee reimbursements of $167,105 for building permits fees and impact fees.
- Use of shared detention pond
- Seeking incentive from Brazos County



8.4. Presentation, discussion, and possible action on the State of the City.

Bryan Woods, City Manager, presented potential plans for a new annual State of the City event featuring an open house format, departmental booths, public safety demonstrations, and opportunities for citizens to engage with council members and staff. The event aims to increase community engagement and transparency, with future alignment to the city's anniversary in October. Staff discussed the importance of thorough preparation and promotion to ensure the event's success, seeking feedback and consensus to proceed.

- Open House followed by State of the City and Q&A
  - Utilize City Hall public space and lawn
  - 1207 Event Space
- Appeal to many interests
  - Food
  - Partnership with CSISD, Arts Center, etc.
  - Warrant amnesty
  - Photo station at I Heart Aggieland sign on front lawn
- Combines several existing events
  - Touch a Truck
  - Seminar Supper, History Luncheon, Author Series
- Every department has one or more booths
  - Register for sports leagues and summer camps
  - Job opportunities
  - Small area plans
  - Active Transportation
  - Library card sign-up

Mayor Nichols recessed the meeting at 8:27 p.m.

The meeting resumed at 8:32 p.m.

9. REGULAR ITEMS

9.1. Presentation, discussion, and possible action on a contract with CSA Construction, Inc. in the amount of $23,090,000 for the Carter Creek WWTP Enhanced Filtration Project, plus the City's contingency amount of $2,309,000 for a total appropriation of $25,399,000 and Resolution No. 09-10-26-9.1 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Casey Rhodes, Capital Projects, presented the Carter Creek Wastewater Treatment Plant enhanced filtration project, detailing its scope, budget, and objectives, with council approval for a contract with CSA Construction Inc. and authority for project expenditures. The project will replace equipment near the end of its lifecycle, add new treatment capabilities, and improve hydraulic flow, ensuring compliance with stringent TCQ standards and long-term reliability. Staff recommended the approval of the contract totaling $25,399,000 including contingency, with authority granted to the city manager for project expenditures; the project was identified in the 2016 master plan and has been budgeted for over two years.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember McIlhaney, the City Council voted six (6) for and none (0) opposed, to approve a contract with CSA Construction, Inc. in the

amount of $23,090,000 for the Carter Creek WWTP Enhanced Filtration Project, plus the City's contingency amount of $2,309,000 for a total appropriation of $25,399,000 and Resolution No. 09-10-26-9.1 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount. The motion carried unanimously.

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

Councilmember Shafer noted that the September 24th Council meeting will include a proclamation celebrating Texas A&M's 150th anniversary, with related activities and presentations to inform Council members and the public about upcoming events.

Councilmember Wright reported on the Fire Station 7 Grand Opening.

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)

No reports at this time.

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

Councilmember McIlhaney requested an item evaluating the city's current impervious cover ordinances.

13. Adjournment.

In accordance with the Texas Government Code the Council reconvened into Executive Session at 8:38 p.m. on September 10, 2026, to continue discussing matters pertaining to:

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

- City Manager

Executive Session recessed at 8:51 p.m.

There being no further business, Mayor ProTem Wright adjourned the meeting of the City Council at 8:52 p.m. on Thursday, September 10, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

September 24, 2026
Item No. 7.2.
Fiscal Year 2027 Investment Policy and Strategy

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution regarding the City's investment policy, reviewing and recording changes to the policy and strategy, and on a collateral policy, and designating investment officers for the fiscal year ending September 30, 2027, stating that the City Council has reviewed and approved the City's investment policy, broker-dealer list and investment strategy.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability

Recommendation(s): Staff recommends review and approval of the resolution

Summary: The Public Funds Investment Act requires an annual review and approval of the City's investment policy and investment strategies. The Act further requires the following:
(1) that the governing body adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies, and (2) that the written instrument so adopted records any changes to either the investment policy or investment strategies.

The proposed list of Broker/Dealers/Advisors for the City to do business with are:
FHN Financial Hilltop Securities, Inc.
Cantor Fitzgerald & Company
Truist Securities
American Momentum (CD’s only)

The proposed list of depository banks for the City to do business with are:
Truist Bank
JPMorgan Chase Bank, N.A.

As part of the City’s Investment Policy, the Council is to review, approve and adopt any modifications. Changes to the Investment Policy and Strategy are as follows:
Page 4 - Replace Comprehensive Annual Financial Report (CAFR) to Annual Comprehensive Financial Report (ACFR)

Budget & Financial Summary: None

Attachments:
1. Investment Policy Res FY 27_7-31-2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CITY'S INVESTMENT POLICY; THE CITY'S INVESTMENT STRATEGY; REVIEWING AND RECORDING CHANGES TO SUCH POLICY AND STRATEGY; APPROVING A COLLATERAL POLICY; AND DESIGNATING INVESTMENT OFFICERS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2027; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

WHEREAS, it is a paramount goal of the City of College Station, Texas ("City") to ensure the financial integrity of the City and to meet all legal requirements associated with the safekeeping and investing of its funds; and

WHEREAS, in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, the City council must adopt an investment policy and investment strategies; and

WHEREAS, Section 2256.005, Texas Government Code requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and recording any changes made to either the investment policies or investment strategies; and

WHEREAS, the Investment Policy for Fiscal Year 2027 designates the Assistant City Manager or his Designee(s) as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds; and

WHEREAS, the Investment Policy for Fiscal Year 2027 contains the City's Collateral Policy which is required pursuant to Chapter 2257, Texas Government Code; now therefore

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

PART 1: That the facts and recitations set forth in the preamble of this Resolution are hereby declared true and correct.

PART 2: That the City Council hereby approves the City's Investment Policy, the City's Collateral Policy, the City's Broker/Dealer List and the City's Investment Strategy for Fiscal year 2027, all of which is attached hereto as Exhibit "A"

PART 3: That the City Council of the City has completed its review of the investment policy and investment strategies, and any changes made to either the investment policy or investment strategy are recorded in Exhibit "B" hereto.

PART 4: That the City Council hereby approves the designation of the Assistant City Manager or his Designee(s) as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds consistent with the City's Investment Policy.

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

ADOPTED this 24th day of September, 2026.

ATTEST:

_____

City Secretary

APPROVED:

_____

Mayor

APPROVED:

_____

City Attorney

EXHIBIT "A"

CITY'S INVESTMENT POLICY, THE CITY'S COLLATERAL POLICY, THE CITY'S BROKER/DEALER LIST AND THE CITY'S INVESTMENT STRATEGY FOR FISCAL YEAR 2027



Investment Strategy and Policy

2027

Approved by Council

September 24, 2026

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INVESTMENT STRATEGY

The City of College Station will pursue a passive investment strategy. Investments will be purchased with the intent of holding to maturity and will only be sold early under exceptional circumstances. In purchasing investments, the investment officer will attempt to follow a ladder strategy to ensure that the portfolio will have at least one investment maturing every month. Investment priorities are as follows:

1. **Suitability** - Any investment allowed under the Investment Policy is suitable.

2. **Preservation and Safety of Principal** - Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

3. **Liquidity** - The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.

4. **Marketability** - Investments should have an active and efficient secondary market to enable the City to liquidate investments prior to the maturity if the need should arise.

5. **Diversification** - The Investment Officer will attempt to maintain a diversified portfolio with regard to security type, financial institution providing the security, and maturity.

6. **Yield** - The City's investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio.

The City of College Station also has an irrevocable trust relating to its Other Post Employment Benefits (OPEB) obligations. The investment strategy for this trust will be dictated by the City's Investment Committee. This trust does not fall under the Texas Public Funds Investment Act. The current investment guideline is attached to this policy as Exhibit A. The future funding of the OPEB liability and trust are attached to this policy as Exhibit B.

CITY OF COLLEGE STATION

INVESTMENT POLICY

The Public Funds Investment Act, Chapter 2256, Texas Government Code, as Amended (”PFIA” herein), requires each city to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of the City of College Station funds.

I. POLICY

It is the policy of the City of College Station, Texas (“City”) to invest public funds in a manner, which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all federal, state and local statutes governing the investment of public funds.

II. SCOPE

This investment policy applies to all the financial assets held by the City. These funds are defined in the City’s Annual Comprehensive Financial Report (ACFR) and include:

General Fund	Special Revenue Funds
Debt Service Fund	Capital Projects Funds
Enterprise Funds	Internal Service Funds

Any new funds created by the City will be subject to this policy unless specifically exempted by the City Council. To maximize the effective investment of assets, all funds mentioned above will pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

III. INVESTMENT OBJECTIVES

The City of College Station shall manage and invest its cash with three primary objectives, listed in order of priority: **safety, liquidity and yield.** The safety of the principal invested always remains the primary objective.

Safety

Safety of Principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Liquidity

The City's investment portfolio will remain liquid to enable the City to meet all operational requirements that might reasonably be anticipated.

Yield

The City shall invest funds in investments that earn a competitive market yield consistent with stated objectives. For bond proceeds to which arbitrage restrictions apply, the primary objectives shall be to obtain a fair market yield and to minimize the costs associated with the investment of such funds within the constraints of the investment policy and applicable bond covenants.

IV. RESPONSIBILITY AND CONTROL

Delegation of Authority

The Assistant City Manager or his Designee is designated the City's Investment Officer. The Investment Officer shall be responsible for the investment of funds consistent with this Policy, and shall have the authority necessary to carry out such responsibilities. An investment committee consisting of the Investment Officer and at least two other staff members designated by the City Manager will also be formed. This committee will be responsible for selecting eligible broker/dealers, reviewing, updating the investment policy annually, and be responsible for fixing any variable rate indebtedness when they deem appropriate. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall establish written procedures for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Cash Flow Analysis

Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes. Cash flow analysis will include the historical researching and monitoring of specific cash flow items, payables and receivables as well as overall cash position and patterns.

Training Requirement

In order to ensure the quality and capability of investment management, the Assistant City Manager and the Investment Officer shall:

- attend at least one training session within 12 months of assuming duties *and* containing not less than 10 hours of instruction from an independent source approved by the governing board or a designated investment committee;

- receive training which includes education in investment controls, security risks, strategy risks, market risks, *diversification of the investment portfolio,* and compliance with the PFIA; and

- attend a training session not less than once each state fiscal biennium (beginning on the first day of the fiscal year and consisting of two consecutive fiscal years after that date) and receive not less than 8 hours of training from an independent source approved by the governing board or a designated investment committee.

Internal Controls

The Investment Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures. Annually, the City's independent auditors will review quarterly reports for the fiscal year.

Prudence

Investments shall be made with the judgment and care which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transactions that might impair public confidence in the City's ability to govern effectively.

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City, particularly with regard to the time of purchases and sales. Investment officials will disclose if the Official is related

with the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code. Employees and investment officials shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

On an annual basis, the Investment officials shall sign a statement acknowledging that they are in compliance with Section 2256.005 (i) of the Public Funds Investment Act.

V. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The City currently has a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity.

Investments

Acceptable investments under this policy shall be limited to certain instruments as described by the Government Code; Chapter 2256, Sections 2256.009 through 2256.011 and Sections 2256.013 through 2256.016 of the Public Funds Investment Act. Investment of funds in any instrument or security not authorized for investment under the Act is prohibited.

- ***Authorized***

1. Interest bearing bank deposits insured by the FDIC or the National Credit Union Share Insurance Fund.

2. Direct obligations of the United States government: U.S. Treasury Bills, U.S. Treasury Notes, and U.S. Treasury Bonds as well as Bonds or other interest bearing obligations for which the principal and interest are guaranteed by the full faith and credit of the United States government and rated not less than A or its equivalent by at least one nationally recognized investment rating firm.

3. Federal Agencies and Instrumentalities including but not limited to, discount notes, callables and debentures of the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank (FHLB), the Federal Farm Credit Bank (FFCB), and the Federal Home Loan Mortgage Corporation (FHLMC).

4. Time Certificates of Deposit, insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, or the National Credit Union Share Insurance Fund or its successor, in state or national banks. Any deposits exceeding FDIC insurance limits shall be collateralized at 102% of the face amount of the Certificate of Deposit by securities listed in 1 - 2 above and held by the City's custodial bank or the custodial bank of the institution the CD's are held. Bids for Certificates of Deposit may be solicited orally, in writing, electronically or using any combination of these methods.

5. Repurchase Agreements with a defined termination date of 90 days or less collateralized by a combination of cash and securities listed in 1 - 2 above. Collateral must have a minimum market value of 102% of the repurchase agreement, and must be held by the custodian bank or other independent third-party custodian contracted by the City. Bond proceeds may be invested in flexible repurchase agreements with maturity dates not exceeding the expected final project expenditure if a formal bidding process is followed and properly documented for IRS purposes.

6. AAA-rated No-Load Money Market Mutual Funds registered with the Securities and Exchange Commission and comply with SEC Rule 2a-7 .

7. AAA-rated Investment Pools organized under the Texas Interlocal Cooperation Act that follow the requirements in the Public Funds Investment Act and which have been specifically approved by the City.

- ***Not Authorized***

The following security types are not permitted:

1. Obligations whose payment represents the coupon payments of the underlying mortgage-backed security collateral and pays no principal (IO's);

2. Obligations whose payment represents the principal stream from the underlying mortgage-backed security collateral and bears no interest (PO's);

3. Collateralized Mortgage Obligations (CMO's) that have a stated final maturity date of greater than 10 years; and

4. Any security, the interest rate of which is determined by an index that adjusts opposite to the changes in the Market index (inverse floaters).

Exemption for Existing Investments

Any investment, which was authorized at the time of purchase, shall not be required to be liquidated.

Loss of Required Rating

If any security that requires a minimum investment rating is downgraded below that minimum rating subsequent to purchase, it will no longer be considered an authorized investment. As a result, the City shall take all prudent measures to liquidate the security in effort to preclude or reduce principal loss. The City will select a different approved broker/dealer each quarter to verify the ratings of securities held. Local Government Pools ratings will be verified quarterly by checking their websites.

VI. INVESTMENT PARAMETERS

Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase. Additionally, the City will maintain a dollar-weighted average maturity of two years or less.

Diversification

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should be flexible depending upon the outlook for the economy and the securities markets. If conditions warrant, the guidelines below may be exceeded by approval of the Investment Committee.

With the exception of U.S. Treasury securities, authorized pools, and the City's depository accounts, the City may not invest more than 30% of the City's investment portfolio with a single financial institution. In addition, the following maximum limits, by instrument, are established for the City's total portfolio:

1. U.S. Treasury Securities	100%
2. Agencies and Instrumentalities	70%
3. Certificates of Deposits	40%
4. Money Market Mutual Funds	30%
5. Repurchase Agreements	20%
7. Authorized Pools	70%

VII. FINANCIAL INSTITUTIONS AND DEALERS

Depository

At least every three to five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state and local laws.
- The ability to provide requested information or financial statements for the period specified.
- The ability to meet all requirements in the banking RFA.

- Complete response to all required items on the bid form.
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

The bank depository contract is subject to Council approval. During the term of the contract, additional accounts may be established. The City may open a cash money market account with its approved depository bank. Accounts held by the approved bank are to be collateralized at no less than 105%. Two authorized signers on the City's accounts must approve the establishment of new accounts.

Authorized Brokers/Dealers

The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include "primary" or regional dealers that qualify under SEC rule 15C3-1. No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with a completed Broker/Dealer Questionnaire and Certification, which shall include the following:

- An audited financial statement for the most recent period.
- Proof of certification by the Financial Industry Regulatory Authority (FINRA).
- Proof of current registration with the State Securities Commission.

Financial institutions eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the qualified representative of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the qualified representative has received and reviewed this Investment Policy, and acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

The City will not enter into an investment transaction with a Broker/Dealer prior to receiving the written agreement described above and current audited financial statements.

Annually, the Investment Committee shall review and revise the list as needed. The Committee will consider any new firms that have submitted the required documentation and review the performance of the previously approved firms. Any modifications to the list will be submitted to Council for their review, approval and adoption.

Competitive Bids

Securities will be purchased or sold after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment. Security transactions that may be purchased without competitive offers include: a) transactions with money market mutual funds b) local government investment pools and c) new securities still in syndicate and priced at par.

Delivery vs. Payment

All securities transaction, including collateral for repurchased agreements, shall be purchased using the delivery vs., payment method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

VIII. SAFEKEEPING OF SECURITIES

Safekeeping Agreement

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits.

Safekeeping and Custody

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral will be held by a third party custodian designated by the Investment Officer and held in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Original safekeeping receipts shall be obtained.

Collateralization

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all investments and uninsured balances plus accrued interest on deposit with a depository bank, other than investments, which are obligations of the U.S. government, its agencies and instrumentalities, and government sponsored enterprises. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on deposits or investments less than an amount insured by the FDIC. The collateralization level of the City's depository accounts will be no less than 105%.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

The right of collateral substitution is granted and the City's Investment Officers reserve the right to accept or reject any form of collateral or enhancement at their sole discretion.

IX. PERFORMANCE STANDARDS

Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

Performance Benchmark

Given the passive investment strategy of the City, the benchmark to be used by the Investment Officer to determine whether market yields are being achieved shall be the average closing yield during the reporting period comparable to the portfolios dollar-weighted average maturity in days.

X. REPORTING

Methods

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer should prepare and submit to the City Council a written report of the investment transactions for all funds of the City for the preceding reporting period. The report must:

- describe in detail the investment position of the City on the date of the report,
- be prepared jointly by all the Investment Officers if the City appoints more than one,
- be signed by all Investment Officials,
- contain a summary statement of each pooled fund group that states the beginning market value for the reporting period,
- state the book value and the market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested,
- state the maturity date of each separately invested asset that has a maturity date,
- state the fund for which each individual investment was acquired,
- state all accrued interest payable; and
- state the compliance of the investment portfolio as it relates to this Policy and Investment Act.

Marking to Market

The market values of the City's investments shall be obtained from a reliable outside source, which has access to investment market values. Marking to Market will be done at least quarterly.

XI. INVESTMENT POLICY ADOPTION

The City's investment policy and investment strategies must be adopted annually by resolution of the City Council even if there are no changes. The City Council shall review the policy annually and they must approve any changes or modifications made thereto.

QUALIFIED BROKERS/DEALERS/ADVISORS

FHN Financial
Buddy Saragusa, Shay Hisle
920 Memorial City Way, 11th Floor
Houston, TX 77024
Phone: (713) 435-4351

Cantor Fitzgerald & Company
1700 Post Oak Boulevard
2 BLVD Place, Suite 250
Houston, TX 77056
Phone: (713) 599-5192

Hilltop Securities, Inc.
Gilbert Ramon
700 Milam St., #1200
Houston, TX 77002
Phone: (512) 340-1841

Truist Securities
901 East Byrd Street, Suite 300
Richmond, VA 23219
Phone: (804) 649-3976

American Momentum Bank (CD's only)
Frank Varisco
Five Momentum Blvd.
College Station, TX 77845
Phone: (979) 599-9349

INVESTMENT POOLS

TexPool / TexPool Prime
1001 Texas Ave., Suite 1400
Houston, TX 77002
Phone: (866)839-7665

TexSTAR
1201 Elm Street, Suite 3500
Dallas, TX 75270
Phone: (800)839-7827

Texas CLASS / Texas CLASS Govt.
6907 Shavelson St.
Houston, TX 77055
Phone: (800)707-6242

LOGIC
1201 Elm Street, Suite 3500
Dallas, TX 75270
Phone: (800)895-6442

DEPOSITORY BANKS

Truist Bank
2717 Texas Avenue South
College Station, Texas 77840
(979)260-1482

JPMorgan Chase Bank, NA.
One Chase Manhattan Plaza
New York, New York 10005-1401

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Accrued Interest - The accumulated interest due on a bond as of the last interest payment made by the issuer.

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Amortization - The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

Asked - The price at which securities are offered.

Average Life - The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Callable Bond - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Call Price - The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk - The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/Purchase - A transaction that calls for delivery and payment of securities on the same day that the transaction is initiated.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD’s are typically negotiable.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Comprehensive Annual Financial Report (CAFR) – The official annual report for the City of College Station. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provision, extensive introductory material, and a detailed statistical section.

Coupon Rate - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. It is also known as the interest rate.

Credit Quality - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Dealer – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Discount - The amount by which the par value of a security exceeds the price paid for the security.

Discount Security – Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Fair Value - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Funds (Fed Funds) - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered immediately available funds.

Federal Funds Rate - Interest rate charged by one institution lending federal funds to the other.

Federal Credit Agencies – Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g. S&L's small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC) – A federal agency that insures bank deposits, currently up to $250,000 per depository account through December 31, 2013. On January 1, 2014, the standard insurance amount will return to $100,000.

Federal Home Loan banks (FHLB) – The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role similar to that played by the Federal Reserve Bank versus member commercial banks.

Federal National Mortgage Association (FNMA) – A government –sponsored enterprise (GSE) that was created in 1938 to expand the low of mortgage money by creating a secondary mortgage market. Fannie Mae is a publicly traded company which operates under a congressional charter that directs Fannie Mae to channel its efforts into increasing the availability and affordability of homeownership for low-, moderate-, and middle-income Americans.

Federal Open Market Committee (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System – The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Financial Industry Regulatory Authority (FINRA) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Interest Rate - See "Coupon Rate."

Interest Rate Risk - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

Internal Controls - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

- **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

Inverted Yield Curve - A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - Current market price of a security.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market – The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

Mutual Fund - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets that includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.) [(Total assets) - (Liabilities)] / (Number of shares outstanding)

Nominal Yield - The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

Offer - An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

Par - Face value or principal value of a bond, typically $1,000 per bond.

Portfolio – Collection of securities held by an investor.

Positive Yield Curve - A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium - The amount by which the price paid for a security exceeds the security's par value.

Prime Rate - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prospectus - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

Prudent Person Rule - An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Rate of Return – The yield obtainable on a security based on its purchases price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Reinvestment Risk - The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

Repurchase Agreement (repo or RP) - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Rule 2a-7 of the Investment Company Act - Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Secondary Market – A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission – Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Serial Bond - A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

Sinking Fund - Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

Swap - Trading one asset for another.

Term Bond - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Bonds – Marketable, fixed-interest U.S. government debt securities with maturities of more than ten years and issued in minimum denominations of $1,000. Treasury bonds make interest payments semi-annually and the income that holders received is only taxed at the federal level.

Treasury Notes - Marketable U.S. government debt securities with fixed interest rates and maturities between 1 to 10 years. Treasury notes can be bought either directly from the U.S. government or through banks.

Uniform Net Capital Rule - SEC Rule 15C3-1 – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ration of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owned to a firm, including margin loans and commitments to purchase securities. This is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Volatility - A degree of fluctuation in the price and valuation of securities.

Volatility Risk Rating - A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns ("aaa" by S&P; "V-1" by Fitch) to those that are highly sensitive with currently identifiable market volatility risk ("ccc-" by S&P, "V-10" by Fitch).

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date. Yield Curve - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

EXHIBIT A
PARS OBEB TRUST
INVESTMENT GUIDELINE

EXHIBIT B
OPEB Funding Policy

HIGHMARK®
CAPITAL MANAGEMENT

Investment Guidelines Document

City of College Station, Texas

115 Irrevocable Exclusive Benefit Trust

August 2017

Investment Guidelines Document

Scope and Purpose

The purpose of this Investment Guidelines Document is to:

- Facilitate the process of ongoing communication between the Plan Sponsor and its plan fiduciaries;
- Confirm the Plan's investment goals and objectives and management policies applicable to the investment portfolio identified below and obtained from the Plan Sponsor;
- Provide a framework to construct a well-diversified asset mix that can potentially be expected to meet the account's short- and long-term needs that is consistent with the account's investment objectives, liquidity considerations and risk tolerance;
- Identify any unique considerations that may restrict or limit the investment discretion of its designated investment managers;
- Help maintain a long-term perspective when market volatility is caused by short-term market movements.

Key Plan Sponsor Account Information as of August 2017

Plan Sponsor:	City of College Station
Governance:	City Council for the City of College Station
Plan Name ("Plan")	City of College Station Other Post-Employment Benefits Plan
Trustee:	US Bank Contact: Susan Hughes, 949-224-7209 susan.hughes@usbank.com
Type of Account:	GASB 45/Other Post-Employment Benefits Trust
ERISA Status:	Not subject to ERISA
Market Value of Account:	est. $1,000,000
Investment Manager:	US Bank, as discretionary trustee, has delegated investment management responsibilities to HighMark Capital Management, Inc. ("Investment Manager"), an SEC-registered investment adviser Contact: Andrew Brown, CFA, 415-705-7605 Andrew.brown@highmarkcapital.com

Investment Authority: Except as otherwise noted, the Trustee, US Bank, has delegated investment authority to HighMark Capital Management, an SEC-registered investment adviser. Investment Manager has full investment discretion over the managed assets in the account. Investment Manager is authorized to purchase, sell, exchange, invest, reinvest and manage the designated assets held in the account, all in accordance with account's investment objectives, without prior approval or subsequent approval of any other party(ies).

Investment Objectives and Constraints

The goal of the Plan's investment program is to generate adequate long-term returns that, when combined with contributions, will result in sufficient assets to pay the present and future obligations of the Plan. The following objectives are intended to assist in achieving this goal:

- The Plan should earn, on a long-term average basis, a rate of return equal to or in excess of the targeted rate of return in the actuarial valuation.
- The Plan should seek to earn a return in excess of its policy benchmark over the long-term.
- The Plan's assets will be managed on a total return basis which takes into consideration both investment income and capital appreciation. While the Plan Sponsor recognizes the importance of preservation of capital, it also adheres to the principle that varying degrees of investment risk are generally rewarded with compensating returns. To achieve these objectives, the Plan Sponsor allocates its assets (asset allocation) with a strategic, long-term perspective of the capital markets.

Investment Time Horizon:	Long-term
Anticipated Cash Flows:	Distributions are expected to be low in the early years of the Plan.
Investment Objective:	The primary objective is to maximize total Plan return, subject to the risk and quality constraints set forth herein. The investment objective the Plan Sponsor has selected is the Balanced Objective, which has a dual goal to seek growth of income and principal.
Risk Tolerance:	*Balanced* The account's risk tolerance has been rated balanced, which demonstrates that the account can accept price fluctuations to pursue its investment objectives.

Strategic Asset Allocation: The asset allocation ranges for this objective are listed below:

Strategic Asset Allocation Ranges		
Cash	Fixed Income	Equity
0-20%	30%-50%	50%-70%
Policy: 5%	Policy: 35%	Policy: 60%

Market conditions may cause the account's asset allocation to vary from the stated range from time to time. The Investment Manager will rebalance the portfolio no less than quarterly and/or when the actual weighting differs substantially from the strategic range, if appropriate and consistent with your objectives.

Security Guidelines:

Equities

With the exception of limitations and constraints described above, Investment Manager may allocate assets of the equity portion of the account among various market capitalizations (large, mid, small) and investment styles (value, growth). Further, Investment Manager may allocate assets among domestic, international developed and emerging market equity securities.

Total Equities	50%-70%
Equity Style	*Range*
Domestic Large Cap Equity	20%-50%
Domestic Mid Cap Equity	0%-15%
Domestic Small Cap Equity	0%-20%
International Equity (incl. Emerging Markets)	0%-20%
Real Estate Investment Trust (REIT)	0%-10%

Fixed Income

In the fixed income portion of the account, Investment Manager may allocate assets among various sectors and industries, as well as varying maturities and credit quality that are consistent with the overall goals and objectives of the portfolio.

Total Fixed Income	30%-50%
Fixed Income Style	*Range*
Long-term bonds (maturities >7 years)	0%-20%
Intermediate-term bonds (maturities 3-7 years)	15%-50%
Short-Term bonds (maturities <3 years)	0%-15%
High Yield bonds	0%-8%

Performance Benchmarks:

The performance of the total Plan shall be measured over a three and five-year periods. These periods are considered sufficient to accommodate the market cycles experienced with investments. The performance shall be compared to the return of the total portfolio blended benchmark shown below.

Total Portfolio Blended Benchmark

32.00%	S&P500 Index
6.00%	Russell Mid Cap Index
9.00%	Russell 2000 Index
4.00%	MSCI Emerging Market Index
7.00%	MSCI EAFE Index
2.00%	Wilshire REIT Index
27.00%	Bloomberg Barclays Capital Aggregate Index
6.75%	ML 1-3 Year US Corp/Gov't
1.25%	US High Yield Master II
5.00%	Citi 1Mth T-Bill

Asset Class/Style Benchmarks

Over a market cycle, the long-term objective for each investment strategy is to add value to a market benchmark. The following are the benchmarks used to monitor each investment strategy:

Large Cap Equity	S&P 500 Index
Growth	S&P 500 Growth Index
Value	S&P 500 Value Index
Mid Cap Equity	Russell Mid Cap Index
Growth	Russell Mid Cap Growth Index
Value	Russell Mid Cap Value Index
Small Cap Equity	Russell 2000 Index
Growth	Russell 2000 Growth Index
Value	Russell 2000 Value Index
REITs	Wilshire REIT
International Equity	MSCI EAFE Index
Investment Grade Bonds	Bloomberg Barclays Capital Aggregate Index
High Yield	US High Yield Master II

Security Selection

Investment Manager may utilize a full range of investment vehicles when constructing the investment portfolio, including but not limited to individual securities, mutual funds, and exchange-traded funds. In addition, to the extent permissible, Investment Manager is authorized to invest in shares of mutual funds in which the Investment Manager serves as advisor or subadviser.

Investment Limitations:

The following investment transactions are prohibited:

- Direct investments in precious metals (precious metals mutual funds and exchange-traded funds are permissible).
- Venture Capital
- Short sales*
- Purchases of Letter Stock, Private Placements, or direct payments
- Leveraged Transactions*
- Commodities Transactions Puts, calls, straddles, or other option strategies*
- Purchases of real estate, with the exception of REITs
- Derivatives, with exception of ETFs*

**Permissible in diversified mutual funds and exchange-traded funds*

Duties and Responsibilities

Responsibilities of Plan Sponsor

The Investment Committee of the City of College Station is responsible for:

- Confirming the accuracy of this Investment Guidelines Document, in writing.
- Advising Trustee and Investment Manager of any change in the plan/account's financial situation, funding status, or cash flows, which could possibly necessitate a change to the account's overall risk tolerance, time horizon or liquidity requirements; and thus would dictate a change to the overall investment objective and goals for the account.
- Monitoring and supervising all service vendors and investment options, including investment managers.
- Avoiding prohibited transactions and conflicts of interest.

Responsibilities of Trustee

The plan Trustee is responsible for:

- Valuing the holdings.
- Collecting all income and dividends owed to the Plan.
- Settling all transactions (buy-sell orders).

Responsibilities of Investment Manager

The Investment Manager is responsible for:

- Assisting the Investment Committee with the development and maintenance of this Investment Policy Guideline document annually.
- Meeting with Investment Committee annually to review portfolio structure, holdings, and performance.
- Designing, recommending and implementing an appropriate asset allocation consistent with the investment objectives, time horizon, risk profile, guidelines and constraints outlined in this statement.
- Researching and monitoring investment advisers and investment vehicles.
- Purchasing, selling, and reinvesting in securities held in the account.
- Monitoring the performance of all selected assets.
- Voting proxies, if applicable.
- Recommending changes to any of the above.

- Periodically reviewing the suitability of the investments, being available to meet with the committee at least once each year, and being available at such other times within reason at your request.
- Preparing and presenting appropriate reports.
- Informing the committee if changes occur in personnel that are responsible for portfolio management or research.

Acknowledgement and Acceptance

I/We being the Plan Sponsor with responsibility for the account(s) held on behalf of the Plan Sponsor specified below, designate Investment Manager as having the investment discretion and management responsibility indicated in relation to all assets of the Plan or specified Account. If such designation is set forth in the Plan/trust, I/We hereby confirm such designation as Investment Manager.

I have read the Investment Guidelines Document, and confirm the accuracy of it, including the terms and conditions under which the assets in this account are to be held, managed, and disposed of by Investment Manager. This Investment Guidelines Document supersedes all previous versions of an Investment Guidelines Document or investment objective instructions that may have been executed for this account.

_____ Date: 9-19-17

Plan Sponsor: City of College Station

_____ Date: 9/21/17

Investment Manager: Andrew Brown, CFA, Senior Portfolio Manager, (415) 705-7605

FUNDING POLICY

EFFECTIVE FOR FISCAL YEARS BEGINNING

ON AND AFTER OCTOBER 1, 2021

Adopted: _____, 20___

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A. Purpose of Funding Policy

Adoption of a formal policy defining priorities and guidelines for the funding of pension benefits and Other Post-Employment Benefits (OPEB) has become a best practice for public retirement systems. Governing boards and plan sponsors can use a formal funding policy to communicate funding goals and to provide a plan actuary with guidance in determining the requisite contribution rates to meet those goals.

For the City of College Station (the City), the adoption of this policy is intended to:

- Define the goals and objectives of funding the City of College Station Postretirement Medical, Dental and Life Insurance Program (the OPEB Plan),
- Ensure the funding objectives consider the current recommendations of the Government Finance Officers Association (GFOA) and the Conference of Consulting Actuaries Public Plans Community (CCA PPC)[1],
- Review those objectives against the Texas Pension Review Board (the PRB) funding requirements and Texas Government Code §802.2011, even though such requirements only apply to Public Retirement (Pension) Systems[2],
- Enhance communications to plan members and retirees regarding the City's funding strategy, and
- Provide funding policy guidance to current and future City managers.

B. Primary Funding Objective

The primary objective of the funding policy is to fully fund the long-term cost of benefits provided under the terms of the OPEB Plan through disciplined and timely accumulation of contributions and prudent investment of assets, where such investments are governed by the guidelines of a separate Investment Policy Statement.

C. Funding Priorities and Guidelines

The following priorities and guidelines seek to achieve the Primary Funding Objective:

- **100% Payment of Benefits** – Contributions and current plan assets must be sufficient to pay for all benefits expected to be paid to members and their beneficiaries when due.

[1] The GFOA recommendations are written for both Public Pension Plans and Public OPEB Plans. The CCA PPC recommendations are written for Public Pension Plans, but the CCA PPC white paper states that the general policy objectives presented are applicable to funding OPEB plans with consideration given to distinctive features applicable to OPEB Plans. Accordingly, these GFOA and CCA PPC recommendations are useful guidelines for funding OPEB Plans.

[2] Although the PRB requirements do not apply to OPEB plans, they are useful in comparing to the GFOA and CCA recommendations.

- **Target a Funded Ratio of 100%** – The funded ratio shall be determined based on the ratio of:

  - the Plan Assets (which may be determined using a smoothing methodology discussed below) to

  - the Actuarial Accrued Liability (determined using the selected actuarial Cost Method as discussed below and all other funding valuation assumptions).

- **Contribution Stability and Sound Financing of Benefits** – The financing of benefits should be based on sound actuarial principles. The City desires to minimize year-to-year employer contribution volatility to the extent reasonably possible while understanding that a sound funding policy may require employer contribution fluctuations from year-to-year in order to achieve and maintain the sound actuarial financing of benefits.

- **Intergenerational Equity** – Whenever possible, the costs of benefits are managed such that future taxpayers are not burdened with costs associated with a previous generation of City employees' service, and such costs are managed in a manner consistent with the principle to pay all benefits when due and without reduction.

- **Benefit Enhancements** – Amendments to the OPEB Plan that improve plan benefits shall not be permitted unless the plan remains above 90% funded following the amendment. However, if the employer funds the full amount of the benefit enhancement at the time the enhancement is adopted, then the 90% funding threshold requirement shall be waived.

D. City's OPEB Funding Policy

The Funding Policy determines the manner in which plan liabilities and assets are measured for purposes of determining the annual contributions to the OPEB Plan. Typically, funding policies require the annual Normal Cost (i.e., the present value of the current year benefit accruals) plus a portion of the Unfunded Accrued Liability (UAL) (i.e., the excess of Actuarial Accrued Liability over Plan Assets) to be funded via an amortization payment.

In establishing this Funding Policy, the City considered published guidance from the Texas Pension Review Board, the Conference of Consulting Actuaries Public Plans Community and the Government Finance Officers Association. A detailed summary of this guidance, including many of the terms and concepts utilized in the Funding Policy below, is located in the Appendix of this document.

Effective with the fiscal year beginning October 1, 2021, the City may use the following Funding Policy based on the results of the preceding GASB No 74 valuation (e.g., the January 1, 2021 valuation for the fiscal year beginning October 1, 2021):

1. **Methods** – The City shall use the following methods.

    a. **Recommended Contribution** – The City shall determine the annual contribution using the **Actuarially Determined Contribution (ADC) Method**.

        i. **Funded Ratio Less Than 95%** – If the ratio of Plan Assets to the Actuarial Accrued Liability is less than 95%, the ADC shall be determined as the sum of the Normal Cost plus an amortization of the Unfunded Accrued Liability (UAL) as further discussed below.

        In addition, OPEB benefit payments will be paid directly by the City, and the City will not receive reimbursement from the OPEB Prefunding Trust.

        ii. **Funded Ratio Between 95% and 100%** – If the ratio of Plan Assets to the Actuarial Accrued Liability is at least 95% and less than 100%, then:

            1. if there is any portion of the amortization period of the UAL from the prior valuation (i.e., one or two years remaining), then the ADC shall be determined as the sum of the Normal Cost plus an amortization of the UAL; or

            2. if there is no amortization of the UAL remaining from the prior valuation (i.e., there are zero years remaining), then the ADC shall be equal to sum of the Normal Cost plus interest on the UAL at the valuation interest rate.

        In addition, OPEB benefit payments will be paid directly by the City, but the City will receive reimbursement from the OPEB Prefunding Trust.

        iii. **Funded Ratio 100% or Greater** – If the ratio of Plan Assets to the Actuarial Accrued Liability is at least 100%, the ADC shall be equal to the Normal Cost and there shall not be an adjustment for the amortization of the UAL. Furthermore, the amount of the Normal Cost shall be offset by Plan Assets in excess of the Actuarial Accrued Liability, but such offset shall not result in an ADC of less than $0.

        In addition, OPEB benefit payments will be paid directly by the City, but the City will receive reimbursement from the OPEB Prefunding Trust.

    Each fiscal year, the City budgets a contribution for the OPEB Prefunding Trust (e.g., at the date of adoption of this Funding Policy, the City has budgeted approximately $1,332,000 for FY22). To the extent that the budgeted OPEB contribution exceeds the ADC described under any of the above scenarios, then

the contribution to the OPEB Prefunding Trust shall exceed the ADC but not in excess of the amount required to achieve a Funded Ratio of 100% plus the amount of the Normal Cost. *In this event, any remaining portion of the budgeted contribution or excess available retiree obligation funding shall be contributed to the Texas Municipal Retirement System to fund the City's pension benefits.*

b. **Cost Method** – The actuarial cost method shall continue to be the Entry Age Normal Level Percent of Pay method.

c. **Asset Method** – The City shall use the Market Value of Assets rather than a smoothed value of assets.

Market Value of Assets as of the valuation date equals Fair Value plus any receivable contributions made or to be made for a prior plan year. The Plan Assets shall be set equal to the Market Value of Assets.

d. **Amortization Method** – The amortization method shall be determined as follows:

Amortization Method	City's Method
Closed Period vs. Open Period	Closed Period
Level Dollar vs. Level Percent	Level Dollar
Single vs. Layered	Single
Amortization Period	3 years

2. Other Considerations

a. **Actuarial Experience Studies -** The City participates in to the Texas Municipal Retirement System (TMRS) which already performs actuarial experience studies at least once every five (5) years. Such experience studies examine the Retirement System's actual experience relative to the expected experience based on the actuarial assumptions in effect. The OPEB plan will incorporate any new demographic assumptions and economic assumptions applicable to the OPEB Plan that are adopted by TMRS as a result of an experience study. The OPEB Plan's investment return assumption (i.e., the discount rate) shall be reevaluated at the same time as each TMRS experience study, and the City shall adopt a new investment return assumption, if warranted at such time.

b. **Risk-Sharing –** If the ADC exceeds the amount of the budgeted OPEB contribution or if the ADC becomes otherwise untenable, then the City reserves the right to examine any combination of the following approaches to adjust the ADC or otherwise restore the ADC to a sustainable level:

i. adjusting the funding policy (e.g., use longer amortization periods that remain within the recommended ranges) while still meeting the Primary Funding Objectives,

ii. increasing the retirees' cost-sharing contributions to the OPEB Plan for medical and dental coverage to restore the ADC to a sustainable level,

iii. reducing future benefits to restore the ADC to a sustainable level, and/or

iv. limiting the contribution to the amount of the budgeted OPEB contribution.

The City reserves the right to amend, modify or replace this Funding Policy.

Glossary of Actuarial Terms

Actuarial Accrued Liability or Accrued Liability (AAL) — This is computed differently under different actuarial cost methods. Generally, the Actuarial Accrued Liability or Accrued Liability represents the portion of the Present Value of Future Benefits attributed to periods of service preceding the valuation date.

Actuarial Gain (Loss) — A measure of the difference between actual experience and that expected based on the actuarial assumptions during the period between two actuarial valuation dates, as determined in accordance with the particular actuarial cost method used.

Actuarial Value of Assets (AVA) — The value of assets used by an actuary for an actuarial valuation. The AVA can be set equal to the Market Value of Assets, or the AVA can be set equal to a smoothed value of assets that is designed to smooth volatility in the Market Value of Assets over a period of years (e.g., a three to ten year period).

Entry Age Normal Actuarial Cost Method — An actuarial cost method under which the Present Value of Future Benefits of each individual included in an actuarial valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit ages. The portion of this actuarial present value allocated to the year of service during the valuation year is called the Normal Cost. The portion of this present value not provided for at a valuation date by the Present Value of Future Normal Costs is called the Accrued Liability.

Market Value of Assets — Market Value of Assets as of a valuation date equals Fair Value plus any receivable contributions made or to be made for a prior plan year.

Normal Cost — Computed differently under different actuarial cost methods, the Normal Cost generally represents the portion of the actuarial Present Value of Future Benefits attributed to the current year of service for active employees.

OPEB Plan — An OPEB Plan or Other Post-Employment Benefit Plan is a plan that provides post-retirement benefits other than pension benefits. Such plans typically provide post-retirement medical coverage, including prescription drug coverage, dental coverage and life insurance benefits.

Plan Assets — Used interchangeably with Actuarial Value of Assets. See definition of Actuarial Value of Assets above.

Present Value of Future Benefits	Future benefits include all benefits estimated to be payable to plan members (retirees and beneficiaries, terminated employees entitled to benefits but not yet receiving them, and current active members) as a result of their service through the valuation date and their expected future service. The actuarial Present Value of Future Benefits as of the valuation date is the present value of the cost to finance benefits payable in the future, discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment.
Present Value of Future Normal Costs	The difference between the Present Value of Future Benefits and the Actuarial Accrued Liability under a given actuarial cost method.
Unfunded Accrued Liability (UAL)	The excess, if any, of the Actuarial Accrued Liability over the Actuarial Value of Assets.

Appendix

Published Guidance on Key Elements of a Funding Policy

The Funding Policy determines the manner in which plan liabilities and assets are measured for purposes of determining the annual contributions to the OPEB Plan. Typically, funding policies require the annual Normal Cost (i.e., the present value of the current year benefit accruals) plus a portion of the Unfunded Accrued Liability (UAL) (i.e., the excess of Actuarial Accrued Liability over Plan Assets) to be funded via an amortization payment.

Published guidance by the following entities has been considered in developing the Funding Policy:

1. **Texas PRB's "Guidance for Developing a Funding Policy" adopted on October 17, 2019** – This guidance is intended to assist public entities in Texas in developing a policy that meets the requirements of Texas Government Code §802.2011 **which does not apply to OPEB plans**, but is useful to consider when establishing a funding policy for a OPEB plan;

2. **Conference of Consulting Actuaries Public Plans Community (CCA PPC) "Actuarial Funding Policies and Practices for Public Pension Plans" published in October 2014** – This publication is a "white paper" that develops principal elements and parameters of actuarial funding policy for U.S. public pension plans. The white paper states, "While this white paper develops guidance primarily for pension plans, we believe the general policy objectives presented here are applicable to the funding of OPEB plans as well." The guidance offered in the white paper "is not intended to supplant or replace the applicable Actuarial Standards of Practice (ASOPs)" and is "nonbinding and advisory only", but is intended as advice to actuaries and retirement boards in setting funding policy. The white paper develops a Level Cost Allocation Model that recommends actuarial funding methods for measuring both plan liabilities and plan assets, as well as recommends amortization periods for funding the UAL. These recommendations are discussed further below; and

3. **Government Finance Officers Association's Best Practice "Sustainable Funding Practices for Defined Benefit Pensions and Other Postemployment Benefits" approved by the GFOA's Executive Board in January 2016** – This paper includes recommendations for best practices for adopting a funding policy for Pension and OPEB plans and incorporates by reference the GFOAs' Best Practice "Core Elements of Funding Policy" published in 2013 which also recommends parameters for a funding policy.

All three sources of published guidance discuss the following key elements of a funding policy.

- **Recommended Contribution** – There are two methods used to determine recommended employer contributions to retirement plans:

- **Fixed Rate Method** – The Fixed Rate method determines the annual employer contribution as a constant percentage (i.e., a fixed rate) of payroll. This method is used to minimize volatility in the contribution amount and does not vary from year-to-year unless certain conditions are met.

- **Actuarially Determined Contribution (ADC) Method** – The ADC is determined as the sum of the Normal Cost plus an amortization of the UAL. The ADC changes each year as the Normal Cost and UAL fluctuate. This volatility permits the plan funding to be adjusted as needed in order to continue funding towards 100% over a set period of time.

  As discussed below, the Normal Cost and Actuarial Accrued Liability are determined based upon the actuarial Cost Method that is selected, and the Plan Assets can either be determined using Market Value or a smoothed Actuarial Value of Assets. Lastly, the period(s) over which the UAL is amortized as well as the methods of setting the period(s) (open period vs. closed period and level dollar amortization vs. level percent of pay amortization) are also key components in the determination of the ADC.

The Texas PRB and GFOA recommend using the ADC method. **The CCA PPC white paper is written solely in the context of the ADC method**; however, the white paper indicates that plans that use the Fixed Rate method should also develop an ADC rate for comparison. Similarly, the Texas PRB recommends that if a Fixed Rate method is used, then an ADC rate should be used as a benchmark for determining if the Fixed Rate is reasonable, as well as to identify conditions in which the Fixed Rate should be changed to move towards the ADC rate either via changes to the rate or benefit reductions.

- **Cost Method** – The actuarial cost method is used to allocate the Present Value of Future Benefits to past, current and future service periods.

  - **Actuarial Accrued Liability** – This is the portion of the Present Value of Future Benefits assigned to past service (i.e., service before the actuarial valuation date).

  - **Normal Cost** – This is the portion of the Present Value of Future Benefits that is assigned to the current year of service (i.e., it is the present value of the current year's accruals).

  - **Present Value of Future Normal Costs** – This is the portion the Present Value of Future Benefits that is assigned to future service after the valuation year (i.e., it represents the present value of future years' accruals).

The PRB, the CCA PPC and the GFOA all recommend that plan liabilities be determined using the Entry Age Normal Level Percent actuarial cost method for plans with pay-related benefits. Although the City's OPEB Plan benefits are not pay-related, GASB Nos. 74/75 require the use of the Entry Age Normal Level Percent actuarial

cost method. This method funds each individual's benefits over their career as a level percent of pay.

- **Asset Method** – Rather than use the Market Value of Assets in each annual valuation as the measure of Plan Assets, an Actuarial Value of Assets (AVA) can be used to smooth investment gains and losses and thus reduce year-to-year volatility in developing a funding policy contribution. Some AVA methods also place a corridor around the Market Value of Assets to limit the maximum amount of the smoothing during periods in which the market has been very volatile.

  The PRB, the CCA PPC and the GFOA have various recommended ranges for the length of the period over which assets can be smoothed, but all three entities indicate that a 5-year smoothing period is reasonable, with the GFOA stating that a period of 5 years or less is "ideal". Furthermore, the CCA PPC and GFOA neither recommend nor discourage a corridor for a 5-year smoothing period (but they do recommend corridors for smoothing periods in excess of 5 years), while the PRB does not state a position on this matter.

- **Amortization Method** – The amortization method determines the manner and period over which the Unfunded Accrued Liability (UAL) is amortized.

  - **Level Dollar vs. Level Percent** – The UAL can be amortized as a:

    - Level Dollar amount, where the amortization installment is fixed each year, or

    - Level Percent amount, where the amortization installment increases each year as payroll increases, but this can sometimes result in negative amortization.

  - **Open Period vs. Closed Period** – The UAL can be amortized over an:

    - Open Period, whereby the amortization period is the same each year (e.g., a 5-year Open Period amortization would use a 5-year amortization for the January 1, 2021 valuation, followed by another 5-year open period on January 1, 2022 and so on without the 5-year period ever changing), or

    - Closed Period, whereby the amortization period reduces each successive period (e.g., a 5-year Closed Period amortization would use a 5-year amortization for the January 1, 2021 valuation, followed by a 4-year Closed Period on January 1, 2022 and so on until the final year of the amortization is reached in the 5th year).

  - **Single Amortization vs. Layered Amortization** – The UAL can be amortized using:

- **Single Amortization** – Under the Single Amortization method, the full amount of the UAL is amortized over a single period each year.

- **Layered Amortization** – Under the Layered Amortization method, different amortization layers of the UAL are established at each actuarial valuation, and the sum of the layers is equal to the full UAL. In addition, within a single valuation, multiple layers of UAL can be established for different sources of changes in the UAL. The Layered Amortization method requires that a new amortization base (or layer) be created each year for Actuarial Experience Gains/Losses that occur during the year. In addition, new amortization layers are created in years in which actuarial assumptions or methods are changed and in years in which plan amendments are enacted.

  Creating a new amortization layer for each year reduces the volatility of the amortization of the UAL relative to the Single Amortization method, particularly as the Closed Period becomes shorter if a Closed Period amortization method is used. In addition, different amortization periods can be used for different types of layers created in years in which actuarial assumptions or methods are changed and in years in which plan amendments are enacted. This allows the funding of each layer to be better aligned with an appropriate amortization period.

As shown in the tables below, the Texas PRB, CCA PPC and GFOA all recommend a Layered Amortization approach with Closed Periods but with different amortization periods and different recommendations for Level Dollar versus Level Percent.

Method	Amortization Methodology		
	Texas PRB	CCA PPC	GFOA
Closed Period vs. Open Period	Closed Period	Closed Period	Closed Period
Level Dollar vs. Level Percent	Level Dollar[1]	Level Percent[2]	Either
Single vs. Layered	Layered	Layered	Layered

Source of Amortization Layers	Amortization Period		
	Texas PRB[1]	CCA PPC[2]	GFOA
Actuarial Experience Gain/Loss	10 to 25 years	15 to 20 years	15 to 25 years[5]
Assumption and Method Changes	10 to 25 years	15 to 25 years	15 to 25 years[5]
Plan Amendments	10 to 25 years	10 to 15 years[3]	15 to 25 years[5]
Transition to New Policy	Not discussed	Up to 30 years[4]	Not discussed

[1] The Texas PRB indicates that "level dollar amounts are preferable unless payroll is expected to decrease in the future". The Texas PRB also states that 10 to 25 years is the preferable range, and while it indicates that a layered approach is acceptable, it does not provide separate preferred ranges for each of the layers.

[2] The white paper indicates that "level dollar could be appropriate for sponsors and plans that are particularly averse to future cost increases, e.g., utilities setting rates for current rate payers." Furthermore, the white paper states "level dollar is generally faster amortization than level percent of pay so longer periods may be reasonable."

[3] The white paper recommends that Plan Amendments be amortized over the actual remaining active future service for amendments affecting active members (where 15 years can be used as an approximation) or over actual remaining retiree life expectancy for amendments affecting inactive members (where 10 years can be used as an approximation).

[4] The white paper indicates that transition policies would allow current fixed period amortization layers with periods not to exceed 30 years to continue with new amortization layers subject to recommended guidelines.

[5] GFOA states that amortization periods should "ideally fall in the 15-20 year range" but "never exceed 25 years".

- **Other Considerations** – The Texas PRB, CCA PPC and GFOA each recommend other considerations to manage growth in plan liabilities and mitigate other risks.

  - **Actuarial Experience Studies** - An actuarial experience study examines a Retirement Plan's actual demographic and economic experience relative to the expected experience based on the actuarial assumptions used in an actuarial valuation. Adjustments should be made to the actuarial assumptions whenever actual plan experience deviates materially from the assumptions in order to produce the best long-term estimate and to better align the contributions with the long-term expected cost of the plan.

The GFOA recommends an actuarial experience study be conducted at least once every five years; the Texas PRB indicates that the frequency of actuarial experience studies can be included in the funding policy; and the CCA PPC does not address assumption selection in its white paper.

- **Risk Mitigation Strategies** – Other strategies can be implemented to mitigate risks, such as the risk of large contribution increases year-to-year, sharing risks with employees via increased employee contributions or benefit reductions in certain scenarios. Managing growth in plan liabilities via restrictions on plan amendments should also be considered.

  The Texas PRB, CCA PPC and GFOA all suggest various strategies for mitigating risks and managing growth in plan liabilities, and the referenced publications for each of these bodies suggest incorporating some risk mitigation strategies into a plan's funding policy.

EXHIBIT "B"

RECORDED CHANGES TO INVESTMENT POLICY OR INVESTMENT STRATEGIES

The following changes to the Investment Policy or Investment Strategies are as set forth below:

Page 4 replaced Comprehensive Annual Financial Report (CAFR) to Annual Comprehensive Financial Report (ACFR)

September 24, 2026
Item No. 7.3.
Aggieland Humane Society, Inc. Funding Resolution

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action approving a resolution authorizing expenditure to the Aggieland Humane Society, Inc. totaling $419,054.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the resolution funding in the amount of $419,054 to the Aggieland Humane Society, Inc.

Summary: As part of the 2026-2027 budget process City Council approved funding for Aggieland Humane Society, Inc. in the amount of $419,054. An Animal Shelter Services Agreement, contract number 22300511, for services provided by the Aggieland Humane Society, Inc. was approved on May 26, 2022, for a five (5) year term.

The FY27 funding level is based on the estimated cost to the City of College Station for providing the contracted services.

Budget & Financial Summary: Funds are available and budgeted in the General Fund for this agreement. Payments of 12 equal installments of $32,004.50 and a single one-time payment of $35,000 will be made, resulting in a total payment of $419,054.

Attachments:
1. Aggieland Humane Society Fy27 Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS AUTHORIZING ANNUAL EXPENDITURE TO THE AGGIELAND HUMANE SOCIETY, INC. FOR ANIMAL SHELTER SERVICES PROVIDED TO THE CITY OF COLLEGE STATION BY THE AGGIELAND HUMANE SOCIETY, INC.

WHEREAS, the City of College Station entered into an Agreement for Animal Shelter Services with the Aggieland Humane Society, Inc. on May 26, 2022.

WHEREAS, Article 5 of the Agreement says the City shall pay a fee for Animal Shelter Services to be established annually by separate resolution; now, therefore,

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

Part 1: That the City Council of the City of College Station authorize the expenditure for Fiscal Year 2026-2027 in the amount of $419,054.00, to be payable in twelve installments, the first installment being $67,004.50 and the remaining eleven installments being equal installments of $32,004.50.

Part 2: That funds are budgeted and available in the Fiscal Year 2026-2027 Approved Budget in the General Fund.

Part 3: That this resolution is to be effective for the 2026-2027 Fiscal Year from October 1, 2026 – September 30, 2027.

Part 4: 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

September 24, 2026
Item No. 7.4.
Funding Agreement: Arts Council of the Brazos Valley DBA Arts Center of Brazos Valley

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement with the Arts Council of the Brazos Valley DBA Arts Center of Brazos Valley for FY27 in the amount of $35,000.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2026-2027 budget process the City Council approved funding for the Arts Center of Brazos Valley in the amount of $35,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2026-2027 General Fund. The full amount of $35,000 is to be used for the operations and maintenance of the arts programming and gallery operations at the Arts Center facility.

Attachments:
1. Arts Center - Fy27 General Fund Funding Agreement

CITY OF COLLEGE STATION FUNDING AGREEMENT FOR PAYMENT AND USE OF GENERAL FUNDS WITH ARTS COUNCIL OF BRAZOS VALLEY

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation ("City") and the **ARTS COUNCIL OF BRAZOS VALLEY D/B/A ARTS CENTER OF BRAZOS VALLEY** a Texas Non – Profit Corporation ("Agency").

WHEREAS, City has the objective of enhancing the artistic and cultural life of its citizens; and

WHEREAS, Agency's mission is to make the arts accessible to all citizens in the Brazos Valley through funding, promotion, advocacy and partnership building, and

WHEREAS, the City desires to assist Agency in making the arts accessible to its citizens, and

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

ARTICLE I
DEFINITIONS

1.1 Agency means the Arts Council of Brazos Valley D/B/A Arts Center of Brazos Valley, a Texas Non-Profit Corporation.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Contract Quarter means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B.**

1.7 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 **Event** includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II
STATEMENT OF WORK

2.1 The Agency promotes, advocates, builds partnerships with, and funds the arts and cultural organizations of the Brazos Valley in a professional and accountable way on behalf of local governments. The Agency is responsible for maintaining and operating an arts facility, promoting the arts and culture in the Brazos Valley, and providing services for local art affiliates.

2.2 **Attending Events.** The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III
PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **THIRTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS ($35,000.00)** from the City's General Fund. The appropriated funds shall be used during the period of **October 1, 2026, to September 30, 2027**. Payment will be made in four quarterly installments of **$8,750.00**.

3.2 Quarterly Payments will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

ARTICLE IV
RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 **Written Records.** Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right

to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

(a) Financial Activity Report
(b) Narrative Summary of Activity Report
(c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th April 30th; July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V
AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available

to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI
TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2026, and terminates at midnight October 31, 2027. However, the program period shall begin October 1, 2026, and terminates at midnight September 30, 2027. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

(a) **For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.

(b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.

(c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

(d) Further, upon termination pursuant to §6.2, Agency will provide City:

(1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City

(2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period

(3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency.

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII
INDEMNIFICATION AND RELEASE

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

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, or any third party. There shall be no additional release other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII
INSURANCE

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

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

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

8.3 Types. Agency shall have the following types of insurance:

(a) Commercial General Liability;

(b) Business Automobile Liability; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Combined Single Limit of Liability not less than $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.

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

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

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

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

ARTICLE IX
GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

9.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any

consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.12 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

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

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

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

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:
City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:
Arts Council of Brazos Valley
Attn: Leslie Bowlin, CEO
4180 Highway 6 South
College Station, Texas 77845

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed, and a verbal announcement must be made at the time of the activity.

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

(a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.

(b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and

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

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

List of Exhibits:

A. Statement of Financial Position
B. Narrative Summary of Activity
C. Performance Measures
D. Certificates of Insurance

ARTS COUNCIL OF BRAZOS VALLEY

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF COLLEGE STATION

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager
Date: _____

EXHIBIT A
STATEMENT OF FINANCIAL POSITION

The Arts Center of Brazos Valley

Statement of Activity

October, 2025-June, 2026

	Total
Revenue	
43000 Contributed Income	553,574.25
44000 Program Service Revenue	203,090.50
46000 Other Revenue	$15,258.72
46420 Interest Income	2,085.15
Total for 46000 Other Revenue	**$17,343.87**
Discounts given	4.22
PayPal Sales	-743.75
Total for Revenue	**$773,269.09**
Gross Profit	**$773,269.09**
Expenditures	
60000 Grants & Scholarships	261,299.48
61000 Salaries and Related Expenses	
61100 Salaries & Wages	182,401.29
61200 Employer IRA Contributions	1,237.50
61400 Payroll taxes & fees	17,179.10
61600 Employer Health Ins. Contribution	1,417.81
Total for 61000 Salaries and Related Expenses	**$202,235.70**
62000 Fees for Services	
62100 Accounting Fees	21,650.00
62300 Legal and Professional Fees	166.44
Total for 62000 Fees for Services	**$21,816.44**
63000 Advertising, Printing, Promo.	32,768.83
64000 Programs	34,328.40
65000 Fundraising	45,639.06
66000 Office Expenses	$2,714.96
66100 Information Technology	7,792.32
66200 Postage, Mailing Service	1,958.05
Total for 66000 Office Expenses	**$12,465.33**
67000 Gallery & Public Art Expense	38,823.04
68000 Occupancy	
68300 Insurance	17,347.41
68500 Mortgage Expense	17,389.41
68700 Repairs & Maintenance	29,378.45
68900 Utilities	18,099.87
Total for 68000 Occupancy	**$82,215.14**

The Arts Center of Brazos Valley

Statement of Activity

October, 2025-June, 2026

	Total
69000 Travel & Mileage	523.49
80000 Other expenses	
80010 Artist Commission	7,749.09
80020 Bank Charges	3,502.13
80050 Investment Losses	4,379.62
80060 Meals	383.87
80070 Memberships & Dues	701.29
80080 Training & Development	6.10
Total for 80000 Other expenses	**$16,722.10**
Total for Expenditures	**$748,837.01**
Net Operating Revenue	**$24,432.08**
Other Expenditures	
90000 Misc. Other Expenses	1,723.71
Total for Other Expenditures	**$1,723.71**
Net Other Revenue	**-$1,723.71**
Net Revenue	**$22,708.37**

The Arts Center of Brazos Valley

Statement of Financial Position

As of Jun 30, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
10100 Wells Fargo Business Checking *8775	0.00
10200 VB - Checking *3808	86,097.74
10210 VB - Savings *3816	4,474.91
10220 VB - ICS *8164	0.00
10300 PayPal	2,075.86
10350 Venmo	0.00
10500 American Momentum Money Market	-3.50
10600 American Funds	54,505.51
10700 Cash in Drawer	0.00
10800 Community Foundation of BV	13,088.32
Total for Bank Accounts	**$160,238.84**
Accounts Receivable	
11000 Accounts Receivable	$4,791.93
11200 Pledges Receivable	$0.00
11210 Discount on Pledge Receivable	0.48
Total for 11200 Pledges Receivable	**$0.48**
11400 Grants Receivable	0.00
11500 Contributions Receivable	69,999.80
11600 Due from Affiliates	0.00
Total for 11000 Accounts Receivable	**$74,792.21**
Total for Accounts Receivable	**$74,792.21**
Other Current Assets	
12000 Undeposited Funds	4,611.83
12300 Art Inventory	13,149.00
12400 Prepaid Expenses	0.00
Total for Other Current Assets	**$17,760.83**
Total for Current Assets	**$252,791.88**

The Arts Center of Brazos Valley

Statement of Financial Position

As of Jun 30, 2026

	Total
Fixed Assets	
14000 Property & Equipment	
14100 Furniture and Equipment	160,565.90
14200 Buildings & Improvements	1,732,733.71
14300 Permanent Collection	519,180.02
14500 Land	392,430.00
14600 Intangibles	20,000.00
14900 Accum Depreciation	-336,290.37
14901 Accum Amortization	-8,333.34
Total for 14000 Property & Equipment	**$2,480,285.92**
14104 Construction in Progress	0.00
Total for Fixed Assets	**$2,480,285.92**
Other Assets	
18000 Investments/Endowments	$0.00
18040 Amarillo National Bank *6163CD	0.00
18041 Amarillo National Bank *7747CD	105,105.78
Total for 18000 Investments/Endowments	**$105,105.78**
Total for Other Assets	**$105,105.78**
Total for Assets	**$2,838,183.58**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	58,772.11
20100 Grants Payable	0.00
Total for Accounts Payable	**$58,772.11**
Credit Cards	
21000 Wells Fargo Business Card - Boegner	0.00
21100 VB Credit Card *6140	-$11,942.75
21110 VB Credit Card *7825 (*0167)	2,356.85
21120 VB Credit Card (*3592)	11,550.79
Total for 21100 VB Credit Card *6140	**$1,964.89**
Total for Credit Cards	**$1,964.89**

The Arts Center of Brazos Valley

Statement of Financial Position

As of Jun 30, 2026

	Total
Other Current Liabilities	
23000 Payroll Liabilities	-$1,752.05
23100 Federal Tax Payable	153.54
23200 Texas Unemployment Payable	2,188.75
23300 Simple IRA Payable	315.48
23400 Blue Cross Blue Shield Payable	0.00
23500 Guardian Insurance Payable	-521.13
23600 HSA Payable	0.00
23700 Accrued Compensated Absences	4,029.94
23800 Direct Deposit Liabilities	0.00
Total for 23000 Payroll Liabilities	**$4,414.53**
25000 Deferred Income	0.14
26200 Due to COCS- Reimbursements	-42.88
26300 Due to COB - Reimbursements	-3,000.00
28000 Sales Tax Payable	$0.00
28100 Sales Tax Payable - Current	395.43
Total for 28000 Sales Tax Payable	**$395.43**
Out Of Scope Agency Payable	0.00
Sales Tax Agency Payable (do not use)	0.00
Sales Tax Payable (do not use)	0.00
Square Sales Tax Payable (do not use)	0.00
State Comptroller Payable (do not use)	0.00
Total for Other Current Liabilities	**$1,767.22**
Total for Current Liabilities	**$62,504.22**
Long-term Liabilities	
29300 NP - Vera Bank	538,180.99
29900 Northgate Sculpture Fund	13,750.00
Total for Long-term Liabilities	**$551,930.99**
Total for Liabilities	**$614,435.21**
Equity	
30000 Opening Bal Equity	0.00
31000 Net Assets - Donor Restricted	425,648.00
32000 Unrestricted Net Assets	1,775,392.00
Net Revenue	22,708.37
Total for Equity	**$2,223,748.37**
Total for Liabilities and Equity	**$2,838,183.58**

EXHIBIT B
NARRATIVE SUMMARY OF
ACTIVITY REPORT

The ARTS CENTER

Board of Directors

Susan Marty
Chair

Julie Freeman
Vice Chair

Lallah Howard
Treasurer

Warren Finch
Secretary

Larry Zuber
At Large

James Ball
Scott Shafer
Grover Vos
Daisy White
Chris Wilson

Jeremiah Cook
John Friebele
Ex officio

Leslie Bowlin
CEO

March 20, 2026

Mr. Erik Walker
Budget Manager
City of College Station
1101 Texas Avenue
College Station, TX 77842

Dear Erik,

Please find attached The Arts Center of Brazos Valley's funding request for FY27. The Arts Center is excited to continue working with the City of College Station to increase the valuable work we do together.

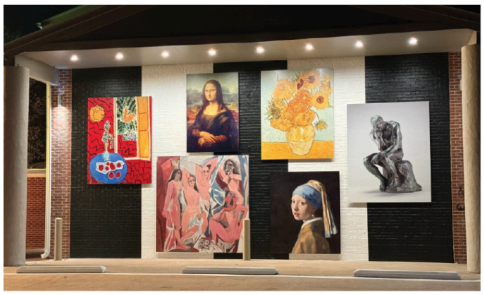
Over the last 12 months, we have seen significant growth in our value to the community and look forward to more in FY27.

Our final FY25 audit is pending completion. We are working with a new firm, as Ingram, Wallis & Co., our former audit firm, has scaled back the non-profit sector of their practice.

We appreciate the City of College Station's continued investment in the arts in collaboration with The Arts Center.

Respectfully,

Leslie Bowlin
CEO
The Arts Center of Brazos Valley





The ARTS CENTER







City of College Station
Budget Proposal
FY27

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FY26 Activity Overview

As the largest public art space in the Brazos Valley, The Arts Center is growing visibility and experiencing exponential momentum during this fiscal year. A series of landmark exhibitions has made a significant positive impact on visitorship, along with corresponding collaborative programs throughout the community.

These efforts reflect a strategic approach to stay at the forefront of the arts, culture, and heritage sector and meet the evolving needs of the community. The Arts Center is focused on providing innovative leadership in the arts by maintaining and strengthening an arts and culture–friendly community and making the quality of life in the Brazos Valley the best that the state has to offer.

The Arts Center's recently updated mission statement accurately articulates the current value that it brings to the community.

At the Arts Center of Brazos Valley, we bring the arts into every life.

We expand creative imaginations.
We empower participation in the arts.
We support creative people and work.
We celebrate the creativity of our community.

The Arts Center's focus has been to increase engagement with members of the community by providing new and interesting opportunities to engage with the arts. The Arts Center's facility is drawing more visibility through a variety of collaborative alliances with organizations near and far. Creating a welcoming environment that is drawing more and frequent visitors has enabled The Arts Center to access exceptional opportunities in exhibitions, public art, programs, and education.

The Arts Center continues to focus on developing plans to increase and maintain engagement with the entire Brazos Valley through programs and events drawing more visitors. As part of this effort, increased fundraising is critical to grow and improve programs, participation and visitorship.

The Arts Center continues to focus on advocacy and funding for the arts in the Brazos Valley. Government funding is crucial to maintain programming and marketing efforts and continue to build the arts community in the Brazos Valley, which is rapidly growing. The Arts Center aims to bolster the quality of life that companies look for when opening a new business or relocating. A strong arts community will motivate visitors to stay in the area longer, which will help continue to rebuild the economy.

Specifically, College Station's art scene is primed to see an increase in participation due to new and exciting initiatives from growth in programming in the current non profit arts sector. In addition, the city continues to be more attractive to arts patrons through efforts from Visit College Station and economic development initiatives. The Arts Center is uniquely positioned to support all of these valuable endeavors.

Arts Center Galleries

The Arts Center galleries host impactful exhibitions that encompass a broad variety of art forms from local, regional, national, and international artists.

Main Gallery and Bradfield Gallery–FY26 Exhibitions

- *Frida & Friends: Icons of Art*
    - Frida Kahlo, Pablo Picasso, Diego Rivera, Salvador Dalí
- *Ballet Brazos' Nutcracker Up Close!*
- *2025 Wreath Auction*
- *2025 Holiday Market*
- *Hausfrau Collections: Mundane to Magical* by Jamie Speck
- *Arts & Culture Festival: India*
    - M.F. Husain, Sayed Raza, Manjit Bawa
    - Indian textile and jewelry display
- *Brazos Valley Woodturners*
- *From the Vaults of Texas A&M: Art from the University Art Museum*
- *Aberrant Creativity* by The Institute for Applied Creativity at Texas A&M

West Gallery & Sue M. Lee Arts Corridor – FY26 Exhibitions

- *Pop & Op: Mid-Century Prints*
    - Andy Warhol, Josef Albers, Victor Vasarely
- *Luminous Landscapes* by David Sites
- *Portraits of India* by Lou Vest
- Messina Hof Texas Artist Wine Label Competition Finalists
- *My Dream Summer*–Community Competition
- Emerging Artist Series: A&M Consolidated High School and Brenham High School

Programs and Community Outreach

The Arts Center hosts and underwrites numerous programs that serve multiple demographics throughout the community.

Adult Workshops

Purpose: To provide adults of all skill levels opportunities to learn new techniques, explore different artistic mediums, and build confidence in their creative abilities in a welcoming environment.

Project: Adult Workshops are instructor-led classes that allow participants to explore a variety of art forms such as painting, drawing, mixed media, and crafts. These workshops provide hands-on learning experiences designed to help individuals develop new skills, express creativity, and connect with others in the community.
Number of Participants: 140
Total Expenses (estimated): $1,850 | **Total Revenue (estimated):** $5,600

Affiliate Meeting Space
Purpose: To provide a free space for affiliate organizations to connect, collaborate, and stay engaged with The Arts Center.
Project: The Arts Center provides classroom, conference room, and gallery space at no cost to affiliates for their gatherings and events. This includes weekly and monthly meetings as well as one-off events.
Number of Participants: 150 monthly

Art Competitions
Purpose: To provide community members the opportunity to participate in group exhibitions.
Project: The Arts Center opens a call for artwork submissions, usually around a certain theme. A panel selects the top pieces for an exhibition at The Arts Center, celebrating the creativity of our community.
Number of Participants: 50

Artist in Residence Program
Purpose: To provide emerging collegiate artists with studio space and professional creative development.
Project: Four-month residency with studio space at The Arts Center in collaboration with the College of Performance, Visualization, and Fine Arts at Texas A&M University.
Number of Participants: 3
Total Expenses (estimated): $500 | **Total Revenue (estimated):** $5,250

Art Reaching Teens for Life (A.R.T. for Life)
Purpose: To provide youth in the Brazos County Juvenile Service Department the opportunity to work with professional artists to create public art while developing creativity, life skills, and community engagement.
Project: Public Art Program led by LeAnn Hale of Purple Turtle Art Studio and Speak Up! Poetry Program led by Leanetta “Shug” Avery. FY26 planning is in progress and the projects will take place this summer.
Number of Participants: 35
Total Expenses (estimated): $16,000

Canvas Club
Purpose: To provide free open studio space for community members of all skill levels to practice painting, share ideas, and connect with other artists.

Project: Canvas Club is a casual studio session where hobbyists, professionals, teachers, and beginners gather to paint and create alongside local artists.
Number of Participants: 60 monthly

Celebrate the Arts
Purpose: To bring visibility and engagement to the arts while honoring community members who have made an impact on the arts in the community..
Project: Celebrate the Arts is The Arts Center's largest annual fundraiser and raises funds for scholarships and other essential programs. In FY26, Celebrate the Arts was held in conjunction with the opening of the International Arts & Culture Festival.
Number of Participants: 250
Total Expenses: TBD | **Total Revenue:** TBD

Community Art Day
Purpose: To engage families and art enthusiasts through free, fun, and exciting art activities while introducing new visitors to The Arts Center and its programs.
Project: Community Art Day is a free event held the first Saturday in August after summer camps end, where community members of all ages are invited to enjoy hands-on art projects and explore gallery exhibits at The Arts Center.
Number of Participants: 250
Total Expenses (estimated): $100
Event uses existing supplies inventory leftover from camps and classes

Community Galleries
Purpose: To partner with businesses and government agencies in the community to showcase local artists in public spaces.
Project: Over fifteen artists currently have artwork on display at galleries located at Brazos Valley Council of Governments, College Station City Hall, College Station Surgical Associates, The Hilton Hotel & Conference Center, Navasota City Hall, and POV Coffee House at Stella Hotel.
Number of Participants: 15 artists, 6 gallery locations

Emerging Artist Series
Purpose: To provide a platform for Brazos Valley high school students to display their artwork and receive valuable critique.
Project: High school students are invited to submit their artwork for consideration. A panel of local artists reviews entries and provides feedback. The selected artwork is displayed in The Arts Center's Sue M. Lee Corridor. Each exhibit features artwork from a different Brazos Valley high school.
Number of Participants: 50

Empty Bowls Jr.
Purpose: To raise money for Brazos Valley in-school food pantries with the goal of "kids helping kids"

Project: Empty Bowls Jr. is a collaborative event where students create and donate handmade bowls to be sold at the event. Attendees receive a cup of soup donated by generous local restaurants with every bowl purchased. The event also features performances by student orchestras, dance ensembles, and mariachi bands. Since 2013, Empty Bowls Jr. has raised over $150,000 for in-school food pantries.
Number of Participants: 1,700
Total Expenses (estimated): $1,750 | **Total Revenue (estimated):** $5,800

External Competition Evaluations
Purpose: To support and recognize creativity within the community while strengthening partnerships between The Arts Center and local organizations.
Project: Arts Center staff and board evaluate submissions and provide feedback for various community competitions, such as those hosted by the local public library system, the Brazos County Youth Livestock Show & Rodeo, and the Brazos Bluebonnet Quilt Guild.

Facility Rentals
Purpose: To provide accessible and flexible spaces for community organizations, businesses, and other groups to host meetings, events, and gatherings.
Project: Facility Rentals allow outside organizations to reserve spaces within The Arts Center for meetings, workshops, and special events in a unique location. By offering these spaces, The Arts Center supports the success of local businesses and organizations while fostering connection and engagement within the Brazos Valley community.
Number of Participants: 200-400
Total Revenue (estimated): $1,750

Guided Gallery Tours
Purpose: To provide visitors a comprehensive, educational overview of current exhibitions.
Project: Free guided tours welcome groups including school field trips, assisted living groups, and college students to explore The Arts Center through structured visits led by experienced docents. These tours offer insight into current exhibitions and programs while fostering appreciation and understanding of the arts across different age groups and communities.
Number of Participants: 375

Holiday Market
Purpose: To support local artists and artisans by providing a platform to showcase and sell their work, providing the community with an opportunity to purchase one-of-a-kind gifts.
Project: The Holiday Market is a five-week long seasonal event held in December in The Arts Center galleries. Local artists and artisans are invited to set up booths to display and sell their artwork, crafts, and holiday goods.
Number of Participants: 20 artists, 500 attendees
Total Expenses (estimated): $500 | **Total Revenue (estimated):** $1,500

International Arts & Culture Festival

Purpose: To celebrate diverse cultures in the Brazos Valley and connect the community through a common interest in the arts.
Project: The Arts & Culture Festival is an annual event hosted by The Arts Center that highlights a different culture each year—this year focusing on India. The festival features cultural art forms, performances, and exhibits that showcase the traditions and creativity of the selected culture.
Number of Participants: 2,500
Total Expenses (estimated): $25,000 | **Total Revenue (estimated):** $26,000

Messina Hof Texas Artist Wine Label Competition (TAWLC)
Purpose: To support Texas artists through collaboration with Messina Hof.
Project: As part of Messina Hof's Wine & Roses Festival, the TAWLC invites artists to create artwork for a Messina Hof wine label. The Arts Center convenes a panel that selects the finalists. The winning artwork is voted on by festival attendees. All proceeds support The Arts Center. The 2026 theme is "A Story in the Stars".
Number of Participants: 150
Total Expenses (estimated): $500 | **Total Revenue (estimated):** $3,500

Public Art Installations
Purpose: To provide artistic art forms that enhance public spaces.
Project: The Arts Center maintains twenty-nine outdoor sculptures, over thirty art benches, multiple murals, and various installations from the A.R.T. for Life Program throughout the community, as well as serves as a resource for artists and organizations wishing to complete public art projects.

Scholarships
Purpose: To support the future generation of artists through valuable funding for high school seniors.
Project: Through private fundraising at Celebrate the Arts, The Arts Center provides scholarships to young artists each year. These scholarships go to talented students who have graduated from a high school in the Brazos Valley and are planning to pursue a degree program focused on arts, culture, or heritage at an accredited college or university.
Number of Participants: 4-5
Total expenses (estimated): $20,000

Spring Break and Summer Art Camps
Purpose: To provide concentrated arts education for children ages 6–17 in the community, focusing on artistic skills, art history, and exploration of new techniques and media.
Project: Week-long camps offer instruction in various subjects, including painting, sketching, collage, clay, felting, sculpture, crafts, famous artists, global art, and more.
Number of Participants: 300
Total Expenses (estimated): $10,000 | **Total Revenue (estimated):** $47,250

Stories

Purpose: To bring published authors to The Arts Center for book presentations and signings.
Project: Stories hosts published authors and serves as an intimate gathering where guests can engage in book readings, author commentary, and signings. The next Stories event is scheduled in the spring and will feature Rena Peterson, author of *The King of Diamonds*.
Number of Participants: 150
Total Expenses (estimated): $750| **Total Revenue (estimated):** $4,750

Studio Artists

Purpose: To provide local artists with dedicated studio space.
Project: Studio Artists utilize workspace within The Arts Center to develop their artwork, teach lessons, and display their work while maintaining an active presence in the gallery area. These studios are open to visitors, allowing guests to observe the artistic process and connect with the artists.
Number of Participants: 2
Total Revenue (estimated): $9,700

Affiliate Support and Arts Marketing

In the current fiscal year, The Arts Center:

- Supports over 50 affiliate arts, culture, and heritage organizations through funding, marketing, professional development workshops, and free facility usage.
- Reaches innumerable residents and visitors through regular marketing and outreach, including mailings, advertisements, emails, social media, brochures, radio and television spots, and acbv.org.
- Utilizes local and out-of-market advertising through KBTX, KAMU, Bryan Broadcasting, and The Eagle.
- Reaches over 2,900 individuals regularly through marketing emails.
- Continues to work closely with the Brazos Valley Museum Collective to create collaborative programs, marketing, and resource-sharing opportunities for area museums, as well as develop the Brazos Valley Museum Trail
- Continues to lead monthly meetings and work with the Brazos Valley Theatre Collective to encourage local theater groups to collaborate, share resources, reduce scheduling conflict, and develop marketing partnerships.

FY27 Marketing Plans

Local Marketing FY27	**Anticipated Amount**	**Project/Goal**
KAMU	$7,800	Promoting ACBV events and programs
KBTX	$6,500	Arts Center program and event promotion and targeted digital advertising
The Eagle	$500	Newspapers in Education Sponsorship
Bryan Broadcasting or direct mail	$1,200	Promoting ACBV events and programs
Promotional Video	$2,500	Production of marketing video(s)
Formsite Annual Bill	$1,279	Online registration form & data capture
Bloomerang Annual Bill	$3,200	Donor development, constituent database, and newsletter software
Digital Marketing Social/PPC	$5,000	Promoting ACBV events and programs
Copy Corner, VistaPrint, Admail, Integ etc.	$5,000	Printing of flyers, programs, posters, brochures, and other physical marketing material
Gift Shop	$1,500	Gift shop inventory

HOT Marketing FY27	Anticipated Amount	Project/Goal
Call for Entry	$500	Artist Calls
Digital Marketing Social/PPC	$5,000	Promoting ACBV events/programs
Houston Chronicle, Arts + Culture, Glasstire, Southwest Art, or others	$12,300	Print or digital advertising for ACBV events/programs
Texas Aggie Magazine	$5,000	Advertising the region as an arts destination, highlighting events and activities
KBTX	$15,500	Targeting digital advertising
Copy Corner, VistaPrint, Admail, Integ, etc.	$3,000	Printing of rack cards/brochures for distribution out of market
Promotional items	$2,000	Promotional items for distribution out of the market
Marketing Intern	$15,116.78	Marketing and design work at $13/hour, 20 hours/week and associated payroll taxes and fees
Miscellaneous	$3,500	Other printing, supplies, etc.
Total	**$61,916.78**	

Funding Programs

A longstanding role of The Arts Center has been to evaluate and administer arts, culture, and heritage grant proposals, many of which originate from arts organizations in College Station.

Annual Marketing & Program Grants

Funding for the Annual Marketing & Program Grant program comes solely from the City of College Station. This funding supports initiatives and projects exclusively within College Station. As of FY24, the City of Bryan no longer provides funding for this program. Therefore, all allocated funds will be directed toward supporting College Station affiliates and events taking place within the city.

Navasota Annual Marketing & Program Grants

The Navasota Annual Marketing & Program Grant provides hotel occupancy tax funds collected by the City of Navasota to nonprofit arts organizations operating in Navasota's extraterritorial jurisdiction. The Navasota AMPG process for FY27 is pending.

Rural Grants

The Arts Center funds the Rural Grant program and provides small, program-based grants to nonprofit organizations operating in the six rural counties of the Brazos Valley. The awarding process for rural grants is expected to be completed in late spring.

In addition to the above grant programs, The Arts Center also operates a scholarship program for high school seniors and a grant program for in-school food pantries through Empty Bowls Jr. See pages 6-7 for more information about these programs.

FY26 Annual Marketing & Programming Grant Overview

The Arts Center received 9 funding requests exceeding $555,695 from College Station nonprofit arts, culture, and heritage organizations for FY26, with 67% of requests fulfilled.

In FY27, the goal is to award $403,125 in grant funding to arts, culture, and heritage organizations operating and providing artistic programs in the Brazos Valley. This 7.5% increase will conservatively accommodate requests from new affiliate organizations. The Arts Center anticipates FY27 requests to exceed $700,000.

This funding will be crucial for catalyzing positive growth for the arts industry and the local economy by ensuring that these organizations continue to provide their services to local

communities and visitors. A thriving arts community will continue being instrumental in expanding the hotel and tourism industry in the Brazos Valley.

The Arts Center is the largest space for public art in the Brazos Valley. Today, public art is valued for its cultural significance as well as its contribution to the local economy–public art encourages tourism and delivers a strong community identity, both of which drive economic growth.[1] Furthermore, arts event attendees spend an average of $38.46 per person per event beyond the cost of admission. This includes off-site food and beverages, retail shopping, transportation, childcare, and other miscellaneous spending that supports local business as well as over 1 millions jobs on the national level.[2]

Funded programs for FY27 are projected to directly impact an estimated 599,306 people, a third of whom are anticipated to travel to Bryan/College Station from outside the Brazos Valley. Affiliate organizations funded through The Arts Center's grant programs have already reported 597 room nights in the Brazos Valley in Q1 FY26 alone.

For the FY26 grant process, Arts Center affiliates were asked the following questions:

I. What is the estimated number of hotel nights your programs will generate for FY26? **Total: 18,470**
II. How many people do you estimate will be directly impacted through your programs in FY26? **Total: 194,200**
III. What is the estimated number of restaurant meals your programs will generate for FY26? **Total: 26,500** (Note: The Bush Library is not included in this estimate.)

Partnership with the City of College Station is crucial in order to serve the many residents and visitors of the Brazos Valley. The Arts Center's objective is to significantly expand the positive impact on the local economy while developing a sustainable arts sector in the community.

[1] (2022, August 17). American Artists And The Role Of Public Art In Economic Development. Retrieved March 17, 2023, from https://www.midamericaedc.org/news/p/item/45180/american-artists-and-the-role-of-public-art-in-economic-development

[2] (n.d.). Arts & Economic Prosperity 6 | Americans for The Arts. Retrieved March 22, 2024, from https://aep6.americansforthearts.org/resources/media/user/1696872054-AEP6_National_Findings_Full_Report-Proof_final-web.pdf

Summary of Grant Programs FY26

Grant Program	Proposals Funded	Funds to be Allocated	Persons Impacted*	Hotel Nights Generated*
College Station Grant Program	9	$375,000.00	21,551	597
Navasota Annual Grant Program	Decisions Pending	TBD	TBD	TBD
Rural Grant Program	Decisions Pending	Decisions Pending	TBD	TBD
College Arts Scholarships	Decisions Pending	$16,000.00	TBD	N/A

*Impact totals only represent numbers reported in the first quarter of the fiscal year.

Summary of Proposals Funded FY26 (as of March 2026, as reported by affiliates

Affiliate Grant Recipient	FY26 Q1 Grant Distributions	Persons Impacted by Programs	Hotel Impact (room nights)	Projected Restaurant Impact (meals)	Programs/ Marketing Funded
Ballet Brazos	$21,250.00	7,644	33	420	The Nutcracker 14th Season
Brazos Valley Chorale	$1,525.00	910	7	141	"A Season of Song" Program & Marketing Support
Brazos Valley Symphony Society	$17,000.00	2,626	34	344	25-26 Season Program & Marketing Support
Friends of Chamber Music	$3,324.50	519	141	315	30th Season Program & Marketing Support
George H.W. Bush Presidential Library and Museum	$0.00	N/A	N/A	N/A	N/A
Museum of the American G.I.	$7,600.00	2,507	182	1,568	Year-round Marketing
OPAS	$10,000.00	7,345	200	1,220	Season 53 Programming & Marketing Support
Texas A&M College of Performance, Visualization, and Fine Arts	$0.00	N/A	N/A	N/A	N/A
Texas A&M Institute for Applied Creativity	$0.00	N/A	N/A	N/A	N/A
TOTALS	**$60,699.50**	21,551	597	4,008	

*Only numbers reported from the first quarterly report cycle. Some affiliate events have not yet occurred.

Administration

The Arts Center has a governing Board of Directors of 12 Brazos Valley residents and 4 full-time staff positions, including a CEO, Finance & Development Manager, Marketing Manager (vacant), and a Programs & Events Manager (vacant).

Leslie Bowlin, CEO, served as the Executive Director of The Houston Maritime Center & Museum for ten years. Her extensive background includes public relations, investing, and business operations, as well as chairing many high-profile and successful charity events. She has also served on several non-profit boards. Educated at the Universite de Paris-Sorbonne, Leslie has traveled extensively, lived abroad, and brings a keen interest in multi-cultural inclusion in the arts. At The Arts Center, she leads development and community engagement efforts as well as manages daily operations with the small, dedicated staff.

Hailey Mallett, Finance & Development Manager, graduated with a Bachelor of Arts in Communication from Texas A&M University and a minor in Art-New Media. She has also earned a Certificate in Graphic Design from Tufts University. As a long-time advocate for the arts, she uses her organizational and writing skills to foster sustainability and achieve long-term growth for local arts organizations. At The Arts Center, she works in grant writing and administration, budgeting, community outreach, and development. Hailey is also a volunteer for Bryan-College Station Sister Cities, providing website support and serving as a member of the Media Committee.

The Arts Center Ambassadors

Arts Center Ambassadors work in tandem with the Board of Directors to identify opportunities, develop ideas, and be the impetus for new arts activities in the Brazos Valley. This dedicated group of active arts supporters increases the visibility, outreach and support of a wide variety of creative activities, while also serving as important advocates for The Arts Center.

The Arts Center STARs (Supporting The Arts Revolution)

With over 40 members and an executive board, The Arts Center STARs provide essential support through planning impactful arts events, assisting with educational programming, and promoting the arts in our community.

FY27 Budget Request

The Arts Center presents the following funding proposal to the City of College Station for FY27.

In this proposal, The Arts Center requests $667,371 in funding support from the City of College Station for FY27. This is a 7.92% increase in total funds requested compared to funds received in FY26. This increase primarily reflects rising costs due to inflation and aims to assist in the continued growth of the local arts community and economy.

The breakdown of the requested funding is as follows:

Hotel Occupancy Tax Funds: $632,371

- $403,125– Affiliate Grant Funding: These funds will pass through to affiliate arts and culture organizations who apply for grants through The Arts Center College Station Annual Program & Marketing Grant. This 7.5% increase will conservatively accommodate requests from new affiliate organizations. The Arts Center anticipates FY27 requests to exceed $700,000.
- $86,936 – Operations & Maintenance: These funds will partially support marketing and grant management staff salaries, building maintenance, and operating expenses for galleries and grant software.
- $58,564 – Tourism Marketing: These funds will be used for marketing and advertising College Station as an arts destination to out-of-market travelers. Please see pages 10-11 for the plans for these funds.
- $83,746– Public Art: These funds will be used for repairs and maintenance needed to preserve current public art installations and spaces.

General Fund: $35,000

- $20,000 – Operations & Maintenance: These funds will be used for partial support for audit expenses, copier lease and office supplies.
- $15,000 – Building Maintenance: Updating electrical, plumbing, internal fire equipment, and repairing deteriorated facades and facia.

Summary

The arts are a cornerstone of the tourism industry and vital to restoring local economies. The Texas Arts and Culture Industry has grown 30% over the past decade, generating $6 billion for the Texas economy and nearly $380 million in state sales tax revenue in 2021. Furthermore, creative sector employment is projected to increase by over 22%, or 205,000 net new jobs, by 2030.[1]Likewise, in the US, the nonprofit arts industry generated $151.7 billion in economic activity in 2022—spending by organizations and their audiences—which supports 2.6 million jobs and generates $29.1 billion in government revenue. Approximately 77% of tourism in the US is driven by the arts. Arts travelers are ideal tourists, staying longer and spending more to seek out authentic cultural experiences.[3]

Moving forward, by focusing on advocacy and development, The Arts Center will vigorously endeavor to grow and improve private funding efforts, fundraising projects, and events, as well as work to maintain its impact through critical programming.

We greatly appreciate the City of College Station's continued generous support of our efforts. The arts are and will continue to be a crucial part of boosting the economy, driving tourism, and connecting people in College Station. Please do not hesitate to contact us at lbowlin@acbv.org or (979) 696-2787 ext. 1002 if you have any additional questions.

References

1. *State of The Arts Report. (2023a). Texas Cultural Trust. https://txculturaltrust.org/what-we-do/artcan/sotar/*
2. *American Artists and the Role of Public Art in Economic Development*. (2017, August 17). www.midamericaedc.org; MAEDC. https://www.midamericaedc.org/news/p/item/45180/american-artists-and-the-role-of-public-art-in-economic-development#:~:text=Today%2C%20public%20art%20is%20valued
3. *Arts & Economic Prosperity 6*. (2023, October 12). Americans for The Arts. https://www.americansforthearts.org/by-program/reports-and-data/research-studies-publications/arts-economic-prosperity-6
4. *The Creative Industries in Brazos Valley, TX*. (2017). Americans for The Arts.

EXHIBIT C
PERFORMANCE
MEASURES



April - June 2026 Quarterly Report
City of College Station Funding

Exhibitions

During the second quarter, The Arts Center galleries hosted several exhibitions:

Arts & Culture Festival: *India*

March 17 - May 16, 2026



The 2026 Arts & Culture Festival installation: 20th Century Indian Art including an expansive collection of art by M.F. Husain, Manjit Bawa, and Sayed Raza; sarees and Indian textiles and jewelry; and photography by Lou Vest.

Into the Woods

May 19 - July 3, 2026



This exhibit included hand crafted wood turned art by the Brazos Valley Turners, photography by Laszlo Perlaky, and a unique display of turnings from a local collector.

My Dream Summer I

May 19 - June 27, 2026



This exhibit invited community members of all ages and experience levels to show their dream summer through art. Selected artists were invited to exhibit their artwork in one of a two-part exhibit series.

A Story in The Stars

May 19 - June 27, 2026



In collaboration with Messina Hof, this exhibit showcased the finalists of the annual Texas Artist Wine Label Competition.

Programs



A.R.T. for Life

June - July 2026

Pairing at-risk youth with professional artists to develop a foundation for making better life choices

- Collaboration with Brazos County Juvenile Services
- 8-week program lead by artists LeAnn Hale and Leantia Anderson
- 19 participating students

Artist in Residence

Ongoing

Studio space and professional creative development for emerging artists

- Collaboration with Texas A&M College of Performance, Visualization, and Fine Arts
- 4-month residency with studio space at The Arts Center
- **Current Resident:** Kennedy Patterson
  Kennedy is a multimedia video game artist who creates narrative driven games centered around history, community, and folklore.

Canvas Club

Ongoing

Free open studio space for community members of all skill levels to work on projects, share ideas, and connect with other artists.

- Hosted in The Arts Center classroom
- 5-10 participants weekly

6-Week Adult Watercolor Class Series

June - July 2026

- Fun and instructional class for beginning and practicing watercolorists
- Taught by local artist Claire Lewis
- 20 students

2026 Scholarship Program

May 2026

- Six scholarships totaling $25,000 awarded to local high school seniors pursuing a career in the arts
- Funds for the program are raised through private fundraising
- **2026 Recipients:** Henrietta Bickham (AMCHS), Lilian Eubanks (AMCHS), Callie Howe (CSHS), Joshua Mathews (CSHS), Lexi Sink (CSHS), and Ethan Weaver (AMCHS)

Summer Art Camp

June - August 2026

Concentrated arts education for children ages 6-15

- Week-long sessions covering a variety of subjects, including painting, drawing, sewing, animation, fashion, sculpture, global art, and more.
- Sessions lead by experienced local artists
- 180+ students

Community Outreach

The Arts Center operates community outreach efforts designed to create access to artistic opportunity. Efforts include marketing, public art, events, and support of 45+ affiliate organizations,

Marketing/Advertising

Marketing Efforts

Print

- The Eagle "Newspapers in Education" Sponsor
- Ads in affiliate programs
    - OPAS, Brazos Valley Symphony Orchestra, Friends of Chamber Music

Press

- Biweekly interview on Bryan Broadcasting's WTAW 1620AM and 94.5FM Radio
- Biweekly interview on KBTX The Three
- 16 weekly spots on 90.9 KAMU-FM. Includes Morning and Afternoon Drive, KAMU Classical, and The Heart of Art.

Social Media

- Arts Center events, exhibit information, and program recaps

Email Marketing

- Reaching over 2,900 subscribers weekly
- Includes Arts Center events, Affiliate events, program updates, and newsletters

Website

- Calendar detailing Arts Center and Affiliate events
- Redesign for www.acbv.org initiated in Q4 FY25. This is projected to be completed in Q4 of FY26 and will include updated branding, streamlined navigation, and an updated calendar of events to better promote art and culture events in the region.

Analytics

Social Media

Q3 Analytics- All Platforms

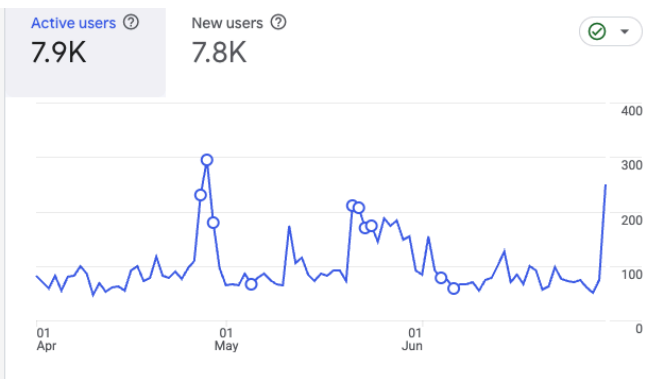
Posts	67
Post Impressions	71,190
Post Shares	57
Post Reactions and Likes	298
Video Views	N/A
Post Link Clicks	1,059
Followers	9,103

Email Marketing

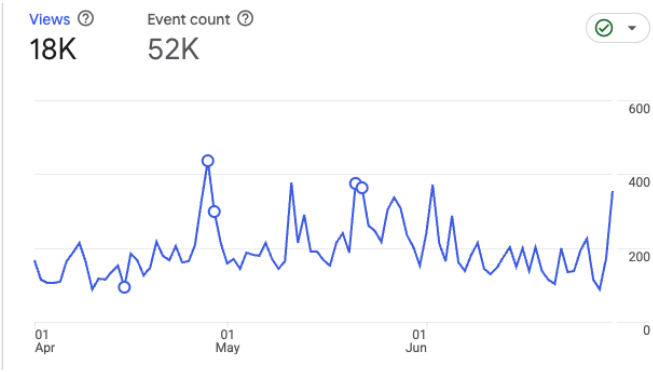
Q3 FY2026 Email Overview				
	April	May	June	Totals
Emails Sent	5	4	3	12
Opened	39%	36%	30%	35%
Link Clicks	140	147	154	441

**15%-25% is the standard open rate across most industries*

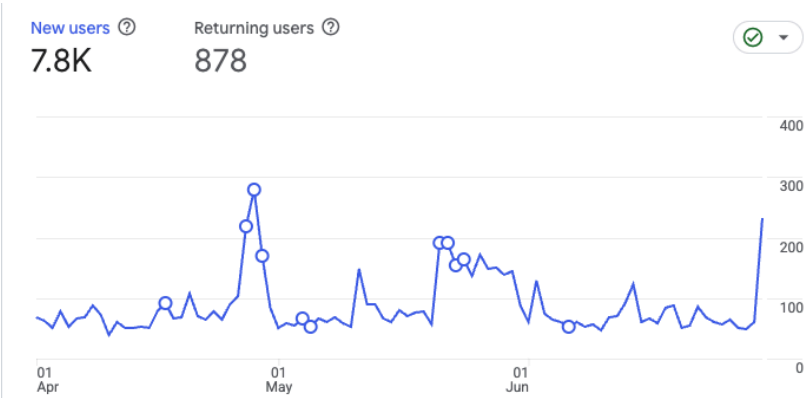
Website



Acquisition Overview Q3

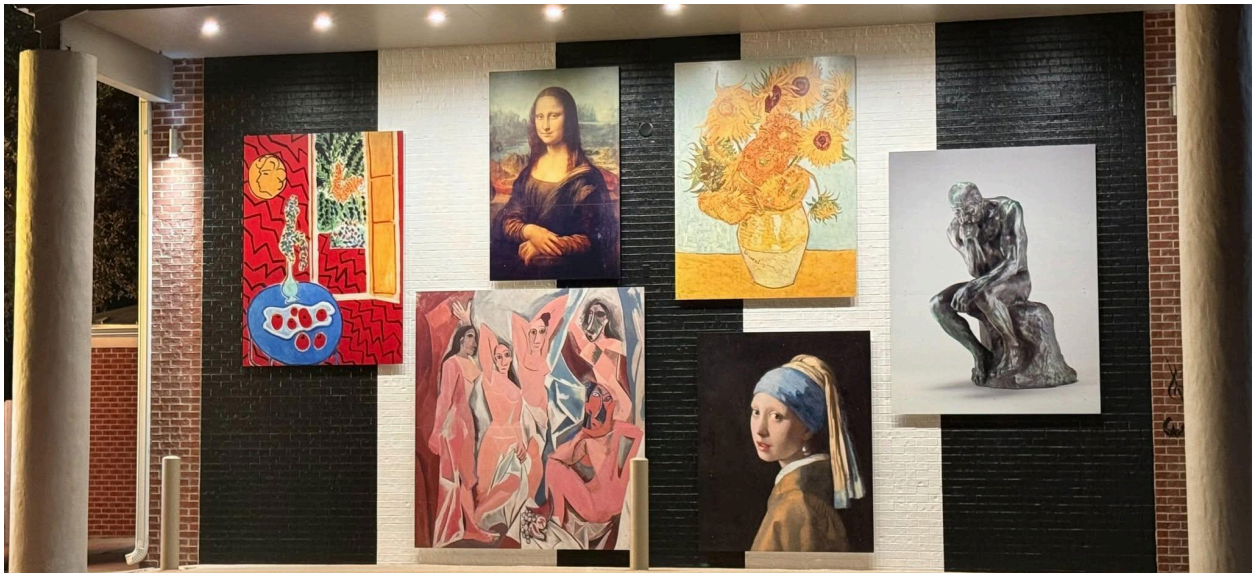


Engagement Overview Q3



Retention Overview Q3

Public Art



The Arts Center Facilities

The center of the arts community in our region

- Free admission, rotating exhibits, and impactful arts and culture events
- Extensive galleries, studios, sculptures, and murals
- Meeting and event space for affiliate organizations and community members
- **Organizations hosted in Q3:** College Station Noon Lions, Brazos Bluebonnet Quilt Guild, Aggieland Rug Artists, Society of Children's Book Writers and Illustrators, Brazos Valley Theatre Collective, and Friends Association of the Symphony Orchestra
- **Q3 visitors and program participants:** 723

Community Galleries

Showcasing local artists in public spaces

- Brazos Valley Council of Governments
  Artists: Various; artwork from The Arts Center's Permanent Collection
- College Station City Hall
  Artists: Bradley Powell, Connie Wilson
- College Station Surgical Associates
  Artist: Chris Wilson
- The Hilton Hotel & Conference Center
  Artists: Clayton Bever, Coleen Bradfield, Hailey Herrera, Mary Skow
- POV Coffee House at Stella Hotel
  Artist: Brent Maxwell



ACBV Studio Artists

Resident artists who engage with the visiting public and teach classes



Coleen Bradfield Fine Art Studio

Coleen Bradfield
An intuitive color artist who works primarily in acrylic, mixed media, and clay

Chris Wilson
A watercolor artist who paints a variety of subjects

PVFA Artist in Residence
See page 2 for more details

Sculptures and Murals

Aesthetically improving and fostering appreciation of the role of the arts in the community

- 29 outdoor sculptures and over 30 art benches throughout the Brazos Valley
- Murals from the 2023 Rev Up the Arts Aggieland Mural Festival
- Various installations from the A.R.T. for Life Program

Events



Stories with Rena Pederson

April 18, 2026 | The Arts Center

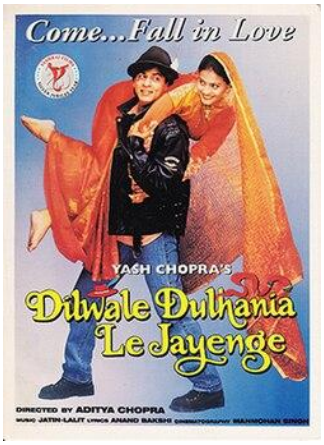
- Presentation and book signing by author of *King of Diamonds: The Search for the Elusive Texas Jewel Thief*
- 20 attendees

South Indian Classical Music Concert

April 23, 2026 | The Arts Center

- Performance by TAMU SPICMACAY musicians
- In conjunction with Arts & Culture Festival: India
- 50+ attendees





Bollywood Film Screening

May 2, 2026 | Century Square

- Free screening of classic Bollywood film, *Dilwale Dulhania Le Jayenge*
- In conjunction with Arts & Culture Festival: India
- 50+ attendees

Saree Draping Presentation

May 13, 2026 | The Arts Center

- Demonstration of various ways to drape sarees, from traditional to contemporary
- In conjunction with Arts & Culture Festival: India
- 15 attendees

Evening with German Artist Ambassador Enrico Pense

May 16, 2026 | The Arts Center

- In collaboration with BCS Sister Cities
- Reception and presentation celebrating the Sister Cities mural
- 25+ attendees



Into the Woods Opening Reception

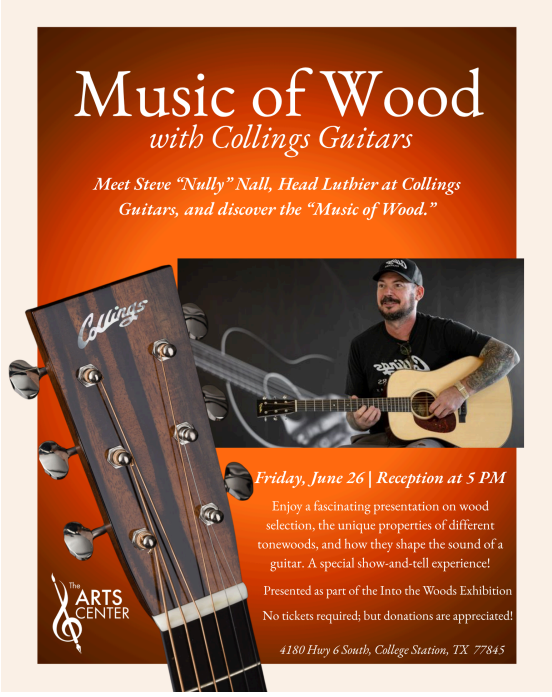
May 21, 2026 | The Arts Center

- Opening Reception for *Into the Woods*
- Presentation of scholarships to 2026 recipients
- Recognition of Wine Label Competition Winner
- 75+ attendees

Indian Film Series

June 7, 2026 | The Kimbell

- Landmark series of Indian Cinema
- In collaboration with The Queen's Film Society
- 50 attendees



Music of Wood with Collings Guitars

June 26, 2026 | The Arts Center

- Presentation and demonstration by Collings Guitars Head Luthier, Steve Hall
- In conjunction with *Into the Woods* exhibit
- 50+ attendees

Financial Report City of College Station
April - June 2026

- In Q3 of FY26, The Arts Center received a total of $145,851.51 from the City of College Station Hotel Occupancy Tax Revenue funds via EFT payments of $17,367.17 on April 10 and June 5 and $111,117.17 on May 8. These HOT funds were utilized for the following:

    - $102,450.46 was utilized to fund quarterly affiliate grants on June 5, June 22, and July 3, 2026. See the following Grant Impact Report for detailed grant allocations.
    - Other HOT funding allocated in Q23was utilized as follows:
        - $19,758.25 was utilized for Operations & Maintenance
        - $11,488.92 was utilized for Tourism Marketing
        - $10,275.05 was utilized for Public Art
    - The remaining funds will be carried over for expenses in FY26 Q4

- In Q3 of FY26, The Arts Center received $8,749.98 from the General Fund via EFT payments of $2,916.66 on April 10, May 8, and June 5.These funds were utilized for the following:

    - $8,749.98 was utilized for Operations & Maintenance

Grant Impact Report

The following is a detailed chart of the impact of grant funding in the community, as provided by individual affiliates in their quarterly reports.

Affiliate Grant Recipient	FY26 Q3 Grant Distributions	Persons Impacted by Programs	Hotel Impact (room nights)	Restaurant Impact (meals)	Programs/ Marketing Funded
Ballet Brazos	$7,083.33	N/A	N/A	N/A	No funded events this quarter
Brazos Valley Chorale	$1,525.00	N/A	N/A	N/A	No funded events this quarter
Brazos Valley Symphony Society	$17,000.00	1,137	34	89	Defying Gravity: Blockbuster Broadway
Friends of Chamber Music	$3,324.50	262	8	40	Land That I Love Concert
George H.W. Bush Presidential Library and Museum	$46,117.00	2,832	3,257	0	Marketing Support
Museum of the American G.I.	$10,133.33	2,897	204	987	Marketing Support
OPAS	$10,000.00	2,017	108	308	Blue Man Group
Texas A&M College of Performance, Visualization, and Fine Arts	$5,833.33	227	10	35	MFA Concert
Texas A&M Institute for Applied Creativity	$1,434.00	-	-	-	Pending Report
TOTALS	**$102,450.46**	9,372	3,621	1,459	

EXHIBIT D
CERTIFICATE
OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2026

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
Wm. Albert Miller Agency
220 E. Washington Avenue
P. O. Drawer 31
Navasota TX 77868

CONTACT NAME: Bert Miller
PHONE (A/C, No, Ext): (936) 825-6789 **FAX (A/C, No):** (936) 825-6790
E-MAIL ADDRESS: bertmiller@milleragencyinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel Insurance Co	
INSURER B : Philadelphia Indemnity Insurance Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arts Council Brazos Valley
The Arts Center
4180 SH 6 South
College Station TX 77845-

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PHPK2656997-013	02/16/2026	02/16/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK2656997-013	02/16/2026	02/16/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			MWC0045351-14	02/16/2026	02/16/2027	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder listed as additional insured and waiver of subrogation with regard to general liability and workers compensation coverages. GL coverage is primary & non-contributory and 30-day notice of cancellation applies.

CERTIFICATE HOLDER

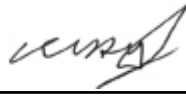
City of College Station
1101 Texas Ave
College Station TX 77840-

AI 002351

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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September 24, 2026
Item No. 7.5.
Funding Agreement: Arts Center of Brazos Valley for FY27

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement with the Arts Council of the Brazos Valley DBA Arts Center of Brazos Valley for FY27 in the amount of $600,908.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2026-2027 budget process the City Council approved funding for the Arts Center of Brazos Valley in the amount of $600,908.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2026-2027 Hotel Occupancy Tax Fund. Of this funding $386,250 is to be used for the Affiliate Grant Program, $81,404 is to be used for the operations and maintenance of the arts programming and gallery operations at the Arts Center facility, and $133,254 is to be used for tourism marketing and public art. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue. The Arts Council's budget is included in the Attachments.

Attachments:
1. Arts Center - Fy27 HOT Funding Agreement
2. Approved FY27 Budget-8.18.26

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 27300011 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for Payment and Use of Hotel Tax Funds with Arts Council of Brazos Valley

Name of Contractor: Arts Council of Brazos Valley

CONTRACT TOTAL VALUE: $ 600,908 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ■ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A
Davis Bacon Wages Used ☐ Yes ☐ No ■ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

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

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

Funding for this contract is available in the FY27 budget - HOT Fund - Budget Code: 31219100-6720

*(If required)**

CRC Approval Date*: _____ **Council Approval Date*:** 09/24/2026 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Mary Ellen Leonard — 9/10/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

9/10/2026
ASST CITY MGR – CFO — DATE

Aaron Longoria — 9/10/2026
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A — DATE
MAYOR (if applicable)

N/A — DATE
CITY SECRETARY (if applicable)

9.12.23 UPDATED

CITY OF COLLEGE STATION FUNDING AGREEMENT FOR PAYMENT AND USE OF HOTEL TAX WITH ARTS COUNCIL OF BRAZOS VALLEY

This Funding Agreement is made between the **City of College Station**, a Texas Home Rule Municipal Corporation ("City"), and the **ARTS COUNCIL OF BRAZOS VALLEY D/B/A ARTS CENTER OF BRAZOS VALLEY**, a Texas Non-Profit Corporation ("Agency").

WHEREAS, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax ("hotel tax") not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, Tax Code §351.101(a) authorizes and limits the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry; and

WHEREAS, Agency is well equipped to perform those activities as referenced in Tax Code §351.101 (a); and

WHEREAS, Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax; and

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

ARTICLE I
DEFINITIONS

1.1 **Agency** means the Arts Council of Brazos Valley D/B/A Arts Center of Brazos Valley, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 **City** means the City of College Station, in the County of Brazos, and the State of Texas.

1.3 **Contract Quarter** refers to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 **Financial Activity Report** means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to: any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

1.9 Expenditure Report means a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Tax Code §§351.101 and 351.108.

1.10 Hotel Tax Revenue means the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

ARTICLE II
HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **SIX HUNDRED THOUSAND NINE HUNDRED EIGHT DOLLARS AND NO/100 CENTS ($600,908.00)** to be paid as follows:

(a) The amount of **EIGHTY-ONE THOUSAND FOUR HUNDRED FOUR DOLLARS AND NO/100 CENTS ($81,404.00)** shall be paid from the City's Hotel Tax Revenue for the maintenance of the Art and Visitors Center. The appropriated funds shall be used during the period of October 1, 2026, to September 30, 2027. Payment will be made in four quarterly installments of **$20,351.00.**

(b) The amount of **ONE HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS AND NO/100 CENTS ($133,254.00)** shall be paid from the City's Hotel Tax Revenue for marketing and public art. The appropriated funds shall be used during the period of October 1, 2026, to September 30, 2027. Payment will be made in four quarterly installments of **$33,313.50.**

(c) The amount of **THREE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100 CENTS ($386,250.00)** shall be paid from the City's Hotel Tax Revenue for affiliate funding. The appropriated

funds shall be used during the period of October 1, 2026, to September 30, 2027. Payment will be made in four quarterly installments of **$96,562.50.**

2.2 Reports and Payments. Quarterly Payments will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

2.3 Other limitations regarding consideration.

(a) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of City.

(b) City may withhold further payments and allocations if City determines Agency's expenditures deviate from their approved budget subject to §4.1 or if the reports required herein are not submitted in a complete and timely manner.

ARTICLE III
USE OF HOTEL TAX REVENUE

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms as authorized by Tax Code §351.101(a).

(a) Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City to promote tourism and the convention and hotel industry.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described in §3.1.

3.3 Specific Restrictions on Use of Funds.

(a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1.

(b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the

promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

(c) Hotel Tax Revenue may not be spent for the purchase or serving of alcoholic beverages.

ARTICLE IV
RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

(a) Before Agreement execution, Agency shall submit to the City Manager of City or the City Manager's designee, an annual budget to be approved by the City Council for each fiscal year, for such Agency operations funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.

(b) Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, Tax Code §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Records Inspection. Upon written request of the City Council, City Manager, or their designee; Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

4.5 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

(a) Financial Activity Report
(b) Narrative Summary of Activity Report
(c) Performance Measure Report
(d) Expenditure Report

Agency shall respond promptly to any request from the City Manager of City, or the City Manager's designee, for additional information relating to the activities performed under this Agreement.

4.6 Reports. The Financial Activity Report, Performance Measure Report, Narrative Summary and Expenditure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.7 Financial Audit. A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.8 Monitor Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how and by whom that review is to be conducted.

4.9 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

4.10 Records Retention. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this three (3) –year period and for as long as the records are retained by Agency.

ARTICLE V
AGENCY BOARD OF DIRECTORS

5.1 Appointees. The City shall have the option to recommend three (3) appointees for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of special

meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public, including but not limited to the Agency's website.

5.3 Minutes. Agency shall submit Board of Directors meeting and Executive Committee meeting minutes to the City within ten (10) days after approval of the minutes.

ARTICLE VI
TERM AND TERMINATION

6.1 Term. The Agreement term begins on October 1, 2026, and terminates at midnight on October 31, 2027; however, the program period shall commence on October 1, 2026, and terminate at midnight on September 30, 2027. Only those expenditures authorized by Chapter 351 of the Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

(a) **For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.

(b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.

(c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 through 3.3, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

(d) Further, upon termination pursuant to §6.2, Agency will provide City:

(1) Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60)-day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Tax Code and is within the current contractual period approved budget; the budget will be considered approved.

(2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City.

(3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period.

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §3.1 and §3.3 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of its breach of this obligation

(3) The failure of Agency to submit a Quarterly Expenditure Report as required by Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of its breach of this obligation

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to return, refund and reimburse any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII
INDEMNIFICATION AND RELEASE

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

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, or any third party. There shall be no additional release other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII
INSURANCE

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

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

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

8.3 Types. Agency shall have the following types of insurance:

(a) Commercial General Liability.

(b) Business Automobile Liability; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual

liability (ensuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

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

(c) Combined Single Limit of Liability not less than $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.

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

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

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

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

ARTICLE IX
GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in in this Agreement. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Interest. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services, or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

9.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity

of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.12 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

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

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

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

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:
City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:
Arts Council of Brazos Valley
Attn: Leslie Bowlin, CEO
4180 Highway 6 South
College Station, Texas 77845

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published

activity material, a sign must be displayed, and a verbal announcement must be made at the time of the activity.

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

(a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;

(b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and

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

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

List of Exhibits:

A. Statement of Financial Position
B. Narrative Summary of Activity
C. Performance Measures
D. Certificates of Insurance

[*Signatures on Following Page*]

ARTS COUNCIL OF BRAZOS VALLEY

By: Leslie Bowlin

Printed Name: Leslie Bowlin

Title: CEO

Date: 9/10/2026

CITY OF COLLEGE STATION

City Manager
Date:

Aaron Longoria
City Attorney
Date: 9/10/2026

Assistant City Manager
Date: 9/10/2026

EXHIBIT A
STATEMENT OF FINANCIAL POSITION

The Arts Center of Brazos Valley

Statement of Activity

October, 2025-June, 2026

	Total
Revenue	
43000 Contributed Income	553,574.25
44000 Program Service Revenue	203,090.50
46000 Other Revenue	$15,258.72
46420 Interest Income	2,085.15
Total for 46000 Other Revenue	**$17,343.87**
Discounts given	4.22
PayPal Sales	-743.75
Total for Revenue	**$773,269.09**
Gross Profit	**$773,269.09**
Expenditures	
60000 Grants & Scholarships	261,299.48
61000 Salaries and Related Expenses	
61100 Salaries & Wages	182,401.29
61200 Employer IRA Contributions	1,237.50
61400 Payroll taxes & fees	17,179.10
61600 Employer Health Ins. Contribution	1,417.81
Total for 61000 Salaries and Related Expenses	**$202,235.70**
62000 Fees for Services	
62100 Accounting Fees	21,650.00
62300 Legal and Professional Fees	166.44
Total for 62000 Fees for Services	**$21,816.44**
63000 Advertising, Printing, Promo.	32,768.83
64000 Programs	34,328.40
65000 Fundraising	45,639.06
66000 Office Expenses	$2,714.96
66100 Information Technology	7,792.32
66200 Postage, Mailing Service	1,958.05
Total for 66000 Office Expenses	**$12,465.33**
67000 Gallery & Public Art Expense	38,823.04
68000 Occupancy	
68300 Insurance	17,347.41
68500 Mortgage Expense	17,389.41
68700 Repairs & Maintenance	29,378.45
68900 Utilities	18,099.87
Total for 68000 Occupancy	**$82,215.14**

The Arts Center of Brazos Valley

Statement of Activity

October, 2025-June, 2026

	Total
69000 Travel & Mileage	523.49
80000 Other expenses	
80010 Artist Commission	7,749.09
80020 Bank Charges	3,502.13
80050 Investment Losses	4,379.62
80060 Meals	383.87
80070 Memberships & Dues	701.29
80080 Training & Development	6.10
Total for 80000 Other expenses	**$16,722.10**
Total for Expenditures	**$748,837.01**
Net Operating Revenue	**$24,432.08**
Other Expenditures	
90000 Misc. Other Expenses	1,723.71
Total for Other Expenditures	**$1,723.71**
Net Other Revenue	**-$1,723.71**
Net Revenue	**$22,708.37**

The Arts Center of Brazos Valley

Statement of Financial Position

As of Jun 30, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
10100 Wells Fargo Business Checking *8775	0.00
10200 VB - Checking *3808	86,097.74
10210 VB - Savings *3816	4,474.91
10220 VB - ICS *8164	0.00
10300 PayPal	2,075.86
10350 Venmo	0.00
10500 American Momentum Money Market	-3.50
10600 American Funds	54,505.51
10700 Cash in Drawer	0.00
10800 Community Foundation of BV	13,088.32
Total for Bank Accounts	**$160,238.84**
Accounts Receivable	
11000 Accounts Receivable	$4,791.93
11200 Pledges Receivable	$0.00
11210 Discount on Pledge Receivable	0.48
Total for 11200 Pledges Receivable	**$0.48**
11400 Grants Receivable	0.00
11500 Contributions Receivable	69,999.80
11600 Due from Affiliates	0.00
Total for 11000 Accounts Receivable	**$74,792.21**
Total for Accounts Receivable	**$74,792.21**
Other Current Assets	
12000 Undeposited Funds	4,611.83
12300 Art Inventory	13,149.00
12400 Prepaid Expenses	0.00
Total for Other Current Assets	**$17,760.83**
Total for Current Assets	**$252,791.88**

The Arts Center of Brazos Valley

Statement of Financial Position

As of Jun 30, 2026

	Total
Fixed Assets	
14000 Property & Equipment	
14100 Furniture and Equipment	160,565.90
14200 Buildings & Improvements	1,732,733.71
14300 Permanent Collection	519,180.02
14500 Land	392,430.00
14600 Intangibles	20,000.00
14900 Accum Depreciation	-336,290.37
14901 Accum Amortization	-8,333.34
Total for 14000 Property & Equipment	**$2,480,285.92**
14104 Construction in Progress	0.00
Total for Fixed Assets	**$2,480,285.92**
Other Assets	
18000 Investments/Endowments	$0.00
18040 Amarillo National Bank *6163CD	0.00
18041 Amarillo National Bank *7747CD	105,105.78
Total for 18000 Investments/Endowments	**$105,105.78**
Total for Other Assets	**$105,105.78**
Total for Assets	**$2,838,183.58**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	58,772.11
20100 Grants Payable	0.00
Total for Accounts Payable	**$58,772.11**
Credit Cards	
21000 Wells Fargo Business Card - Boegner	0.00
21100 VB Credit Card *6140	-$11,942.75
21110 VB Credit Card *7825 (*0167)	2,356.85
21120 VB Credit Card (*3592)	11,550.79
Total for 21100 VB Credit Card *6140	**$1,964.89**
Total for Credit Cards	**$1,964.89**

The Arts Center of Brazos Valley

Statement of Financial Position

As of Jun 30, 2026

	Total
Other Current Liabilities	
23000 Payroll Liabilities	-$1,752.05
23100 Federal Tax Payable	153.54
23200 Texas Unemployment Payable	2,188.75
23300 Simple IRA Payable	315.48
23400 Blue Cross Blue Shield Payable	0.00
23500 Guardian Insurance Payable	-521.13
23600 HSA Payable	0.00
23700 Accrued Compensated Absences	4,029.94
23800 Direct Deposit Liabilities	0.00
Total for 23000 Payroll Liabilities	**$4,414.53**
25000 Deferred Income	0.14
26200 Due to COCS- Reimbursements	-42.88
26300 Due to COB - Reimbursements	-3,000.00
28000 Sales Tax Payable	$0.00
28100 Sales Tax Payable - Current	395.43
Total for 28000 Sales Tax Payable	**$395.43**
Out Of Scope Agency Payable	0.00
Sales Tax Agency Payable (do not use)	0.00
Sales Tax Payable (do not use)	0.00
Square Sales Tax Payable (do not use)	0.00
State Comptroller Payable (do not use)	0.00
Total for Other Current Liabilities	**$1,767.22**
Total for Current Liabilities	**$62,504.22**
Long-term Liabilities	
29300 NP - Vera Bank	538,180.99
29900 Northgate Sculpture Fund	13,750.00
Total for Long-term Liabilities	**$551,930.99**
Total for Liabilities	**$614,435.21**
Equity	
30000 Opening Bal Equity	0.00
31000 Net Assets - Donor Restricted	425,648.00
32000 Unrestricted Net Assets	1,775,392.00
Net Revenue	22,708.37
Total for Equity	**$2,223,748.37**
Total for Liabilities and Equity	**$2,838,183.58**

EXHIBIT B
NARRATIVE SUMMARY OF
ACTIVITY REPORT

The ARTS CENTER

Board of Directors

Susan Marty
Chair

Julie Freeman
Vice Chair

Lallah Howard
Treasurer

Warren Finch
Secretary

Larry Zuber
At Large

James Ball
Scott Shafer
Grover Vos
Daisy White
Chris Wilson

Jeremiah Cook
John Friebele
Ex officio

Leslie Bowlin
CEO

March 20, 2026

Mr. Erik Walker
Budget Manager
City of College Station
1101 Texas Avenue
College Station, TX 77842

Dear Erik,

Please find attached The Arts Center of Brazos Valley's funding request for FY27. The Arts Center is excited to continue working with the City of College Station to increase the valuable work we do together.

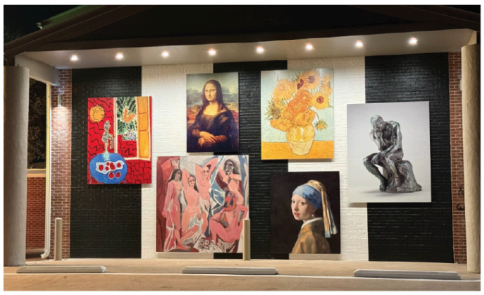
Over the last 12 months, we have seen significant growth in our value to the community and look forward to more in FY27.

Our final FY25 audit is pending completion. We are working with a new firm, as Ingram, Wallis & Co., our former audit firm, has scaled back the non-profit sector of their practice.

We appreciate the City of College Station's continued investment in the arts in collaboration with The Arts Center.

Respectfully,

Leslie Bowlin
CEO
The Arts Center of Brazos Valley





The ARTS CENTER







City of College Station
Budget Proposal
FY27

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FY26 Activity Overview

As the largest public art space in the Brazos Valley, The Arts Center is growing visibility and experiencing exponential momentum during this fiscal year. A series of landmark exhibitions has made a significant positive impact on visitorship, along with corresponding collaborative programs throughout the community.

These efforts reflect a strategic approach to stay at the forefront of the arts, culture, and heritage sector and meet the evolving needs of the community. The Arts Center is focused on providing innovative leadership in the arts by maintaining and strengthening an arts and culture–friendly community and making the quality of life in the Brazos Valley the best that the state has to offer.

The Arts Center's recently updated mission statement accurately articulates the current value that it brings to the community.

At the Arts Center of Brazos Valley, we bring the arts into every life.

We expand creative imaginations.
We empower participation in the arts.
We support creative people and work.
We celebrate the creativity of our community.

The Arts Center's focus has been to increase engagement with members of the community by providing new and interesting opportunities to engage with the arts. The Arts Center's facility is drawing more visibility through a variety of collaborative alliances with organizations near and far. Creating a welcoming environment that is drawing more and frequent visitors has enabled The Arts Center to access exceptional opportunities in exhibitions, public art, programs, and education.

The Arts Center continues to focus on developing plans to increase and maintain engagement with the entire Brazos Valley through programs and events drawing more visitors. As part of this effort, increased fundraising is critical to grow and improve programs, participation and visitorship.

The Arts Center continues to focus on advocacy and funding for the arts in the Brazos Valley. Government funding is crucial to maintain programming and marketing efforts and continue to build the arts community in the Brazos Valley, which is rapidly growing. The Arts Center aims to bolster the quality of life that companies look for when opening a new business or relocating. A strong arts community will motivate visitors to stay in the area longer, which will help continue to rebuild the economy.

Specifically, College Station's art scene is primed to see an increase in participation due to new and exciting initiatives from growth in programming in the current non profit arts sector. In addition, the city continues to be more attractive to arts patrons through efforts from Visit College Station and economic development initiatives. The Arts Center is uniquely positioned to support all of these valuable endeavors.

Arts Center Galleries

The Arts Center galleries host impactful exhibitions that encompass a broad variety of art forms from local, regional, national, and international artists.

Main Gallery and Bradfield Gallery–FY26 Exhibitions

- *Frida & Friends: Icons of Art*
    - Frida Kahlo, Pablo Picasso, Diego Rivera, Salvador Dalí
- *Ballet Brazos' Nutcracker Up Close!*
- *2025 Wreath Auction*
- *2025 Holiday Market*
- *Hausfrau Collections: Mundane to Magical* by Jamie Speck
- *Arts & Culture Festival: India*
    - M.F. Husain, Sayed Raza, Manjit Bawa
    - Indian textile and jewelry display
- *Brazos Valley Woodturners*
- *From the Vaults of Texas A&M: Art from the University Art Museum*
- *Aberrant Creativity* by The Institute for Applied Creativity at Texas A&M

West Gallery & Sue M. Lee Arts Corridor – FY26 Exhibitions

- *Pop & Op: Mid-Century Prints*
    - Andy Warhol, Josef Albers, Victor Vasarely
- *Luminous Landscapes* by David Sites
- *Portraits of India* by Lou Vest
- Messina Hof Texas Artist Wine Label Competition Finalists
- *My Dream Summer*–Community Competition
- Emerging Artist Series: A&M Consolidated High School and Brenham High School

Programs and Community Outreach

The Arts Center hosts and underwrites numerous programs that serve multiple demographics throughout the community.

Adult Workshops

Purpose: To provide adults of all skill levels opportunities to learn new techniques, explore different artistic mediums, and build confidence in their creative abilities in a welcoming environment.

Project: Adult Workshops are instructor-led classes that allow participants to explore a variety of art forms such as painting, drawing, mixed media, and crafts. These workshops provide hands-on learning experiences designed to help individuals develop new skills, express creativity, and connect with others in the community.
Number of Participants: 140
Total Expenses (estimated): $1,850 | **Total Revenue (estimated):** $5,600

Affiliate Meeting Space
Purpose: To provide a free space for affiliate organizations to connect, collaborate, and stay engaged with The Arts Center.
Project: The Arts Center provides classroom, conference room, and gallery space at no cost to affiliates for their gatherings and events. This includes weekly and monthly meetings as well as one-off events.
Number of Participants: 150 monthly

Art Competitions
Purpose: To provide community members the opportunity to participate in group exhibitions.
Project: The Arts Center opens a call for artwork submissions, usually around a certain theme. A panel selects the top pieces for an exhibition at The Arts Center, celebrating the creativity of our community.
Number of Participants: 50

Artist in Residence Program
Purpose: To provide emerging collegiate artists with studio space and professional creative development.
Project: Four-month residency with studio space at The Arts Center in collaboration with the College of Performance, Visualization, and Fine Arts at Texas A&M University.
Number of Participants: 3
Total Expenses (estimated): $500 | **Total Revenue (estimated):** $5,250

Art Reaching Teens for Life (A.R.T. for Life)
Purpose: To provide youth in the Brazos County Juvenile Service Department the opportunity to work with professional artists to create public art while developing creativity, life skills, and community engagement.
Project: Public Art Program led by LeAnn Hale of Purple Turtle Art Studio and Speak Up! Poetry Program led by Leanetta “Shug” Avery. FY26 planning is in progress and the projects will take place this summer.
Number of Participants: 35
Total Expenses (estimated): $16,000

Canvas Club
Purpose: To provide free open studio space for community members of all skill levels to practice painting, share ideas, and connect with other artists.

Project: Canvas Club is a casual studio session where hobbyists, professionals, teachers, and beginners gather to paint and create alongside local artists.
Number of Participants: 60 monthly

Celebrate the Arts
Purpose: To bring visibility and engagement to the arts while honoring community members who have made an impact on the arts in the community..
Project: Celebrate the Arts is The Arts Center's largest annual fundraiser and raises funds for scholarships and other essential programs. In FY26, Celebrate the Arts was held in conjunction with the opening of the International Arts & Culture Festival.
Number of Participants: 250
Total Expenses: TBD | **Total Revenue:** TBD

Community Art Day
Purpose: To engage families and art enthusiasts through free, fun, and exciting art activities while introducing new visitors to The Arts Center and its programs.
Project: Community Art Day is a free event held the first Saturday in August after summer camps end, where community members of all ages are invited to enjoy hands-on art projects and explore gallery exhibits at The Arts Center.
Number of Participants: 250
Total Expenses (estimated): $100
Event uses existing supplies inventory leftover from camps and classes

Community Galleries
Purpose: To partner with businesses and government agencies in the community to showcase local artists in public spaces.
Project: Over fifteen artists currently have artwork on display at galleries located at Brazos Valley Council of Governments, College Station City Hall, College Station Surgical Associates, The Hilton Hotel & Conference Center, Navasota City Hall, and POV Coffee House at Stella Hotel.
Number of Participants: 15 artists, 6 gallery locations

Emerging Artist Series
Purpose: To provide a platform for Brazos Valley high school students to display their artwork and receive valuable critique.
Project: High school students are invited to submit their artwork for consideration. A panel of local artists reviews entries and provides feedback. The selected artwork is displayed in The Arts Center's Sue M. Lee Corridor. Each exhibit features artwork from a different Brazos Valley high school.
Number of Participants: 50

Empty Bowls Jr.
Purpose: To raise money for Brazos Valley in-school food pantries with the goal of "kids helping kids"

Project: Empty Bowls Jr. is a collaborative event where students create and donate handmade bowls to be sold at the event. Attendees receive a cup of soup donated by generous local restaurants with every bowl purchased. The event also features performances by student orchestras, dance ensembles, and mariachi bands. Since 2013, Empty Bowls Jr. has raised over $150,000 for in-school food pantries.
Number of Participants: 1,700
Total Expenses (estimated): $1,750 | **Total Revenue (estimated):** $5,800

External Competition Evaluations
Purpose: To support and recognize creativity within the community while strengthening partnerships between The Arts Center and local organizations.
Project: Arts Center staff and board evaluate submissions and provide feedback for various community competitions, such as those hosted by the local public library system, the Brazos County Youth Livestock Show & Rodeo, and the Brazos Bluebonnet Quilt Guild.

Facility Rentals
Purpose: To provide accessible and flexible spaces for community organizations, businesses, and other groups to host meetings, events, and gatherings.
Project: Facility Rentals allow outside organizations to reserve spaces within The Arts Center for meetings, workshops, and special events in a unique location. By offering these spaces, The Arts Center supports the success of local businesses and organizations while fostering connection and engagement within the Brazos Valley community.
Number of Participants: 200-400
Total Revenue (estimated): $1,750

Guided Gallery Tours
Purpose: To provide visitors a comprehensive, educational overview of current exhibitions.
Project: Free guided tours welcome groups including school field trips, assisted living groups, and college students to explore The Arts Center through structured visits led by experienced docents. These tours offer insight into current exhibitions and programs while fostering appreciation and understanding of the arts across different age groups and communities.
Number of Participants: 375

Holiday Market
Purpose: To support local artists and artisans by providing a platform to showcase and sell their work, providing the community with an opportunity to purchase one-of-a-kind gifts.
Project: The Holiday Market is a five-week long seasonal event held in December in The Arts Center galleries. Local artists and artisans are invited to set up booths to display and sell their artwork, crafts, and holiday goods.
Number of Participants: 20 artists, 500 attendees
Total Expenses (estimated): $500 | **Total Revenue (estimated):** $1,500

International Arts & Culture Festival

Purpose: To celebrate diverse cultures in the Brazos Valley and connect the community through a common interest in the arts.
Project: The Arts & Culture Festival is an annual event hosted by The Arts Center that highlights a different culture each year—this year focusing on India. The festival features cultural art forms, performances, and exhibits that showcase the traditions and creativity of the selected culture.
Number of Participants: 2,500
Total Expenses (estimated): $25,000 | **Total Revenue (estimated):** $26,000

Messina Hof Texas Artist Wine Label Competition (TAWLC)
Purpose: To support Texas artists through collaboration with Messina Hof.
Project: As part of Messina Hof's Wine & Roses Festival, the TAWLC invites artists to create artwork for a Messina Hof wine label. The Arts Center convenes a panel that selects the finalists. The winning artwork is voted on by festival attendees. All proceeds support The Arts Center. The 2026 theme is "A Story in the Stars".
Number of Participants: 150
Total Expenses (estimated): $500 | **Total Revenue (estimated):** $3,500

Public Art Installations
Purpose: To provide artistic art forms that enhance public spaces.
Project: The Arts Center maintains twenty-nine outdoor sculptures, over thirty art benches, multiple murals, and various installations from the A.R.T. for Life Program throughout the community, as well as serves as a resource for artists and organizations wishing to complete public art projects.

Scholarships
Purpose: To support the future generation of artists through valuable funding for high school seniors.
Project: Through private fundraising at Celebrate the Arts, The Arts Center provides scholarships to young artists each year. These scholarships go to talented students who have graduated from a high school in the Brazos Valley and are planning to pursue a degree program focused on arts, culture, or heritage at an accredited college or university.
Number of Participants: 4-5
Total expenses (estimated): $20,000

Spring Break and Summer Art Camps
Purpose: To provide concentrated arts education for children ages 6–17 in the community, focusing on artistic skills, art history, and exploration of new techniques and media.
Project: Week-long camps offer instruction in various subjects, including painting, sketching, collage, clay, felting, sculpture, crafts, famous artists, global art, and more.
Number of Participants: 300
Total Expenses (estimated): $10,000 | **Total Revenue (estimated):** $47,250

Stories

Purpose: To bring published authors to The Arts Center for book presentations and signings.
Project: Stories hosts published authors and serves as an intimate gathering where guests can engage in book readings, author commentary, and signings. The next Stories event is scheduled in the spring and will feature Rena Peterson, author of *The King of Diamonds*.
Number of Participants: 150
Total Expenses (estimated): $750| **Total Revenue (estimated):** $4,750

Studio Artists

Purpose: To provide local artists with dedicated studio space.
Project: Studio Artists utilize workspace within The Arts Center to develop their artwork, teach lessons, and display their work while maintaining an active presence in the gallery area. These studios are open to visitors, allowing guests to observe the artistic process and connect with the artists.
Number of Participants: 2
Total Revenue (estimated): $9,700

Affiliate Support and Arts Marketing

In the current fiscal year, The Arts Center:

- Supports over 50 affiliate arts, culture, and heritage organizations through funding, marketing, professional development workshops, and free facility usage.
- Reaches innumerable residents and visitors through regular marketing and outreach, including mailings, advertisements, emails, social media, brochures, radio and television spots, and acbv.org.
- Utilizes local and out-of-market advertising through KBTX, KAMU, Bryan Broadcasting, and The Eagle.
- Reaches over 2,900 individuals regularly through marketing emails.
- Continues to work closely with the Brazos Valley Museum Collective to create collaborative programs, marketing, and resource-sharing opportunities for area museums, as well as develop the Brazos Valley Museum Trail
- Continues to lead monthly meetings and work with the Brazos Valley Theatre Collective to encourage local theater groups to collaborate, share resources, reduce scheduling conflict, and develop marketing partnerships.

FY27 Marketing Plans

Local Marketing FY27	**Anticipated Amount**	**Project/Goal**
KAMU	$7,800	Promoting ACBV events and programs
KBTX	$6,500	Arts Center program and event promotion and targeted digital advertising
The Eagle	$500	Newspapers in Education Sponsorship
Bryan Broadcasting or direct mail	$1,200	Promoting ACBV events and programs
Promotional Video	$2,500	Production of marketing video(s)
Formsite Annual Bill	$1,279	Online registration form & data capture
Bloomerang Annual Bill	$3,200	Donor development, constituent database, and newsletter software
Digital Marketing Social/PPC	$5,000	Promoting ACBV events and programs
Copy Corner, VistaPrint, Admail, Integ etc.	$5,000	Printing of flyers, programs, posters, brochures, and other physical marketing material
Gift Shop	$1,500	Gift shop inventory

HOT Marketing FY27	Anticipated Amount	Project/Goal
Call for Entry	$500	Artist Calls
Digital Marketing Social/PPC	$5,000	Promoting ACBV events/programs
Houston Chronicle, Arts + Culture, Glasstire, Southwest Art, or others	$12,300	Print or digital advertising for ACBV events/programs
Texas Aggie Magazine	$5,000	Advertising the region as an arts destination, highlighting events and activities
KBTX	$15,500	Targeting digital advertising
Copy Corner, VistaPrint, Admail, Integ, etc.	$3,000	Printing of rack cards/brochures for distribution out of market
Promotional items	$2,000	Promotional items for distribution out of the market
Marketing Intern	$15,116.78	Marketing and design work at $13/hour, 20 hours/week and associated payroll taxes and fees
Miscellaneous	$3,500	Other printing, supplies, etc.
Total	**$61,916.78**	

Funding Programs

A longstanding role of The Arts Center has been to evaluate and administer arts, culture, and heritage grant proposals, many of which originate from arts organizations in College Station.

Annual Marketing & Program Grants

Funding for the Annual Marketing & Program Grant program comes solely from the City of College Station. This funding supports initiatives and projects exclusively within College Station. As of FY24, the City of Bryan no longer provides funding for this program. Therefore, all allocated funds will be directed toward supporting College Station affiliates and events taking place within the city.

Navasota Annual Marketing & Program Grants

The Navasota Annual Marketing & Program Grant provides hotel occupancy tax funds collected by the City of Navasota to nonprofit arts organizations operating in Navasota's extraterritorial jurisdiction. The Navasota AMPG process for FY27 is pending.

Rural Grants

The Arts Center funds the Rural Grant program and provides small, program-based grants to nonprofit organizations operating in the six rural counties of the Brazos Valley. The awarding process for rural grants is expected to be completed in late spring.

In addition to the above grant programs, The Arts Center also operates a scholarship program for high school seniors and a grant program for in-school food pantries through Empty Bowls Jr. See pages 6-7 for more information about these programs.

FY26 Annual Marketing & Programming Grant Overview

The Arts Center received 9 funding requests exceeding $555,695 from College Station nonprofit arts, culture, and heritage organizations for FY26, with 67% of requests fulfilled.

In FY27, the goal is to award $403,125 in grant funding to arts, culture, and heritage organizations operating and providing artistic programs in the Brazos Valley. This 7.5% increase will conservatively accommodate requests from new affiliate organizations. The Arts Center anticipates FY27 requests to exceed $700,000.

This funding will be crucial for catalyzing positive growth for the arts industry and the local economy by ensuring that these organizations continue to provide their services to local

communities and visitors. A thriving arts community will continue being instrumental in expanding the hotel and tourism industry in the Brazos Valley.

The Arts Center is the largest space for public art in the Brazos Valley. Today, public art is valued for its cultural significance as well as its contribution to the local economy–public art encourages tourism and delivers a strong community identity, both of which drive economic growth.[1] Furthermore, arts event attendees spend an average of $38.46 per person per event beyond the cost of admission. This includes off-site food and beverages, retail shopping, transportation, childcare, and other miscellaneous spending that supports local business as well as over 1 millions jobs on the national level.[2]

Funded programs for FY27 are projected to directly impact an estimated 599,306 people, a third of whom are anticipated to travel to Bryan/College Station from outside the Brazos Valley. Affiliate organizations funded through The Arts Center's grant programs have already reported 597 room nights in the Brazos Valley in Q1 FY26 alone.

For the FY26 grant process, Arts Center affiliates were asked the following questions:

I. What is the estimated number of hotel nights your programs will generate for FY26? **Total: 18,470**
II. How many people do you estimate will be directly impacted through your programs in FY26? **Total: 194,200**
III. What is the estimated number of restaurant meals your programs will generate for FY26? **Total: 26,500** (Note: The Bush Library is not included in this estimate.)

Partnership with the City of College Station is crucial in order to serve the many residents and visitors of the Brazos Valley. The Arts Center's objective is to significantly expand the positive impact on the local economy while developing a sustainable arts sector in the community.

[1] (2022, August 17). American Artists And The Role Of Public Art In Economic Development. Retrieved March 17, 2023, from https://www.midamericaedc.org/news/p/item/45180/american-artists-and-the-role-of-public-art-in-economic-development

[2] (n.d.). Arts & Economic Prosperity 6 | Americans for The Arts. Retrieved March 22, 2024, from https://aep6.americansforthearts.org/resources/media/user/1696872054-AEP6_National_Findings_Full_Report-Proof_final-web.pdf

Summary of Grant Programs FY26

Grant Program	Proposals Funded	Funds to be Allocated	Persons Impacted*	Hotel Nights Generated*
College Station Grant Program	9	$375,000.00	21,551	597
Navasota Annual Grant Program	Decisions Pending	TBD	TBD	TBD
Rural Grant Program	Decisions Pending	Decisions Pending	TBD	TBD
College Arts Scholarships	Decisions Pending	$16,000.00	TBD	N/A

*Impact totals only represent numbers reported in the first quarter of the fiscal year.

Summary of Proposals Funded FY26 (as of March 2026, as reported by affiliates

Affiliate Grant Recipient	FY26 Q1 Grant Distributions	Persons Impacted by Programs	Hotel Impact (room nights)	Projected Restaurant Impact (meals)	Programs/ Marketing Funded
Ballet Brazos	$21,250.00	7,644	33	420	The Nutcracker 14th Season
Brazos Valley Chorale	$1,525.00	910	7	141	"A Season of Song" Program & Marketing Support
Brazos Valley Symphony Society	$17,000.00	2,626	34	344	25-26 Season Program & Marketing Support
Friends of Chamber Music	$3,324.50	519	141	315	30th Season Program & Marketing Support
George H.W. Bush Presidential Library and Museum	$0.00	N/A	N/A	N/A	N/A
Museum of the American G.I.	$7,600.00	2,507	182	1,568	Year-round Marketing
OPAS	$10,000.00	7,345	200	1,220	Season 53 Programming & Marketing Support
Texas A&M College of Performance, Visualization, and Fine Arts	$0.00	N/A	N/A	N/A	N/A
Texas A&M Institute for Applied Creativity	$0.00	N/A	N/A	N/A	N/A
TOTALS	**$60,699.50**	21,551	597	4,008	

*Only numbers reported from the first quarterly report cycle. Some affiliate events have not yet occurred.

Administration

The Arts Center has a governing Board of Directors of 12 Brazos Valley residents and 4 full-time staff positions, including a CEO, Finance & Development Manager, Marketing Manager (vacant), and a Programs & Events Manager (vacant).

Leslie Bowlin, CEO, served as the Executive Director of The Houston Maritime Center & Museum for ten years. Her extensive background includes public relations, investing, and business operations, as well as chairing many high-profile and successful charity events. She has also served on several non-profit boards. Educated at the Universite de Paris-Sorbonne, Leslie has traveled extensively, lived abroad, and brings a keen interest in multi-cultural inclusion in the arts. At The Arts Center, she leads development and community engagement efforts as well as manages daily operations with the small, dedicated staff.

Hailey Mallett, Finance & Development Manager, graduated with a Bachelor of Arts in Communication from Texas A&M University and a minor in Art-New Media. She has also earned a Certificate in Graphic Design from Tufts University. As a long-time advocate for the arts, she uses her organizational and writing skills to foster sustainability and achieve long-term growth for local arts organizations. At The Arts Center, she works in grant writing and administration, budgeting, community outreach, and development. Hailey is also a volunteer for Bryan-College Station Sister Cities, providing website support and serving as a member of the Media Committee.

The Arts Center Ambassadors

Arts Center Ambassadors work in tandem with the Board of Directors to identify opportunities, develop ideas, and be the impetus for new arts activities in the Brazos Valley. This dedicated group of active arts supporters increases the visibility, outreach and support of a wide variety of creative activities, while also serving as important advocates for The Arts Center.

The Arts Center STARs (Supporting The Arts Revolution)

With over 40 members and an executive board, The Arts Center STARs provide essential support through planning impactful arts events, assisting with educational programming, and promoting the arts in our community.

FY27 Budget Request

The Arts Center presents the following funding proposal to the City of College Station for FY27.

In this proposal, The Arts Center requests $667,371 in funding support from the City of College Station for FY27. This is a 7.92% increase in total funds requested compared to funds received in FY26. This increase primarily reflects rising costs due to inflation and aims to assist in the continued growth of the local arts community and economy.

The breakdown of the requested funding is as follows:

Hotel Occupancy Tax Funds: $632,371

- $403,125– Affiliate Grant Funding: These funds will pass through to affiliate arts and culture organizations who apply for grants through The Arts Center College Station Annual Program & Marketing Grant. This 7.5% increase will conservatively accommodate requests from new affiliate organizations. The Arts Center anticipates FY27 requests to exceed $700,000.
- $86,936 – Operations & Maintenance: These funds will partially support marketing and grant management staff salaries, building maintenance, and operating expenses for galleries and grant software.
- $58,564 – Tourism Marketing: These funds will be used for marketing and advertising College Station as an arts destination to out-of-market travelers. Please see pages 10-11 for the plans for these funds.
- $83,746– Public Art: These funds will be used for repairs and maintenance needed to preserve current public art installations and spaces.

General Fund: $35,000

- $20,000 – Operations & Maintenance: These funds will be used for partial support for audit expenses, copier lease and office supplies.
- $15,000 – Building Maintenance: Updating electrical, plumbing, internal fire equipment, and repairing deteriorated facades and facia.

Summary

The arts are a cornerstone of the tourism industry and vital to restoring local economies. The Texas Arts and Culture Industry has grown 30% over the past decade, generating $6 billion for the Texas economy and nearly $380 million in state sales tax revenue in 2021. Furthermore, creative sector employment is projected to increase by over 22%, or 205,000 net new jobs, by 2030.[1]Likewise, in the US, the nonprofit arts industry generated $151.7 billion in economic activity in 2022—spending by organizations and their audiences—which supports 2.6 million jobs and generates $29.1 billion in government revenue. Approximately 77% of tourism in the US is driven by the arts. Arts travelers are ideal tourists, staying longer and spending more to seek out authentic cultural experiences.[3]

Moving forward, by focusing on advocacy and development, The Arts Center will vigorously endeavor to grow and improve private funding efforts, fundraising projects, and events, as well as work to maintain its impact through critical programming.

We greatly appreciate the City of College Station's continued generous support of our efforts. The arts are and will continue to be a crucial part of boosting the economy, driving tourism, and connecting people in College Station. Please do not hesitate to contact us at lbowlin@acbv.org or (979) 696-2787 ext. 1002 if you have any additional questions.

References

1. *State of The Arts Report. (2023a). Texas Cultural Trust. https://txculturaltrust.org/what-we-do/artcan/sotar/*
2. *American Artists and the Role of Public Art in Economic Development*. (2017, August 17). www.midamericaedc.org; MAEDC. https://www.midamericaedc.org/news/p/item/45180/american-artists-and-the-role-of-public-art-in-economic-development#:~:text=Today%2C%20public%20art%20is%20valued
3. *Arts & Economic Prosperity 6*. (2023, October 12). Americans for The Arts. https://www.americansforthearts.org/by-program/reports-and-data/research-studies-publications/arts-economic-prosperity-6
4. *The Creative Industries in Brazos Valley, TX*. (2017). Americans for The Arts.

EXHIBIT C
PERFORMANCE
MEASURES



April - June 2026 Quarterly Report
City of College Station Funding

Exhibitions

During the second quarter, The Arts Center galleries hosted several exhibitions:

Arts & Culture Festival: *India*

March 17 - May 16, 2026



The 2026 Arts & Culture Festival installation: 20th Century Indian Art including an expansive collection of art by M.F. Husain, Manjit Bawa, and Sayed Raza; sarees and Indian textiles and jewelry; and photography by Lou Vest.

Into the Woods

May 19 - July 3, 2026



This exhibit included hand crafted wood turned art by the Brazos Valley Turners, photography by Laszlo Perlaky, and a unique display of turnings from a local collector.

My Dream Summer I

May 19 - June 27, 2026



This exhibit invited community members of all ages and experience levels to show their dream summer through art. Selected artists were invited to exhibit their artwork in one of a two-part exhibit series.

A Story in The Stars

May 19 - June 27, 2026



In collaboration with Messina Hof, this exhibit showcased the finalists of the annual Texas Artist Wine Label Competition.

Programs



A.R.T. for Life

June - July 2026

Pairing at-risk youth with professional artists to develop a foundation for making better life choices

- Collaboration with Brazos County Juvenile Services
- 8-week program lead by artists LeAnn Hale and Leantia Anderson
- 19 participating students

Artist in Residence

Ongoing

Studio space and professional creative development for emerging artists

- Collaboration with Texas A&M College of Performance, Visualization, and Fine Arts
- 4-month residency with studio space at The Arts Center
- **Current Resident:** Kennedy Patterson
  Kennedy is a multimedia video game artist who creates narrative driven games centered around history, community, and folklore.

Canvas Club

Ongoing

Free open studio space for community members of all skill levels to work on projects, share ideas, and connect with other artists.

- Hosted in The Arts Center classroom
- 5-10 participants weekly

6-Week Adult Watercolor Class Series

June - July 2026

- Fun and instructional class for beginning and practicing watercolorists
- Taught by local artist Claire Lewis
- 20 students

2026 Scholarship Program

May 2026

- Six scholarships totaling $25,000 awarded to local high school seniors pursuing a career in the arts
- Funds for the program are raised through private fundraising
- **2026 Recipients:** Henrietta Bickham (AMCHS), Lilian Eubanks (AMCHS), Callie Howe (CSHS), Joshua Mathews (CSHS), Lexi Sink (CSHS), and Ethan Weaver (AMCHS)

Summer Art Camp

June - August 2026

Concentrated arts education for children ages 6-15

- Week-long sessions covering a variety of subjects, including painting, drawing, sewing, animation, fashion, sculpture, global art, and more.
- Sessions lead by experienced local artists
- 180+ students

Community Outreach

The Arts Center operates community outreach efforts designed to create access to artistic opportunity. Efforts include marketing, public art, events, and support of 45+ affiliate organizations,

Marketing/Advertising

Marketing Efforts

Print

- The Eagle "Newspapers in Education" Sponsor
- Ads in affiliate programs
    - OPAS, Brazos Valley Symphony Orchestra, Friends of Chamber Music

Press

- Biweekly interview on Bryan Broadcasting's WTAW 1620AM and 94.5FM Radio
- Biweekly interview on KBTX The Three
- 16 weekly spots on 90.9 KAMU-FM. Includes Morning and Afternoon Drive, KAMU Classical, and The Heart of Art.

Social Media

- Arts Center events, exhibit information, and program recaps

Email Marketing

- Reaching over 2,900 subscribers weekly
- Includes Arts Center events, Affiliate events, program updates, and newsletters

Website

- Calendar detailing Arts Center and Affiliate events
- Redesign for www.acbv.org initiated in Q4 FY25. This is projected to be completed in Q4 of FY26 and will include updated branding, streamlined navigation, and an updated calendar of events to better promote art and culture events in the region.

Analytics

Social Media

Q3 Analytics- All Platforms

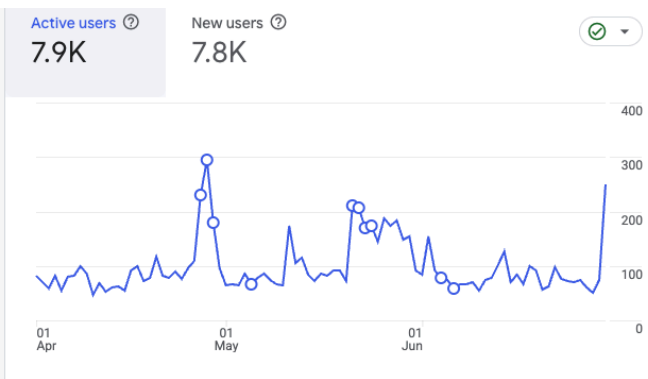
Posts	67
Post Impressions	71,190
Post Shares	57
Post Reactions and Likes	298
Video Views	N/A
Post Link Clicks	1,059
Followers	9,103

Email Marketing

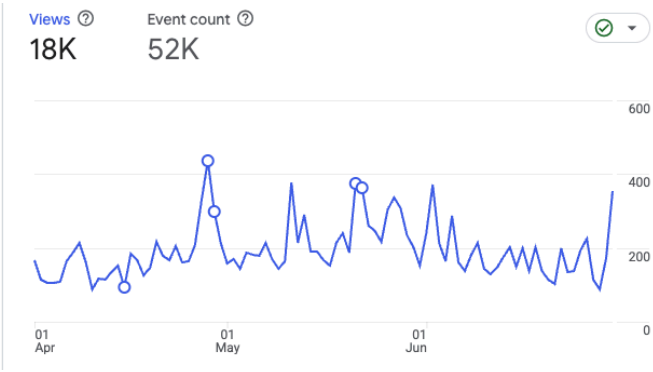
Q3 FY2026 Email Overview				
	April	May	June	Totals
Emails Sent	5	4	3	12
Opened	39%	36%	30%	35%
Link Clicks	140	147	154	441

**15%-25% is the standard open rate across most industries*

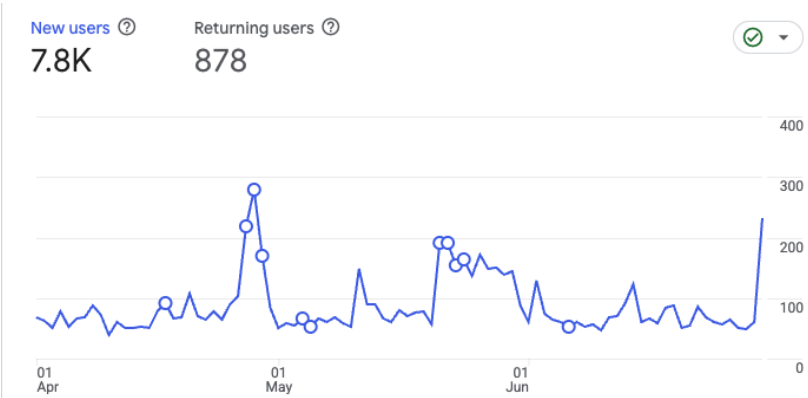
Website



Acquisition Overview Q3

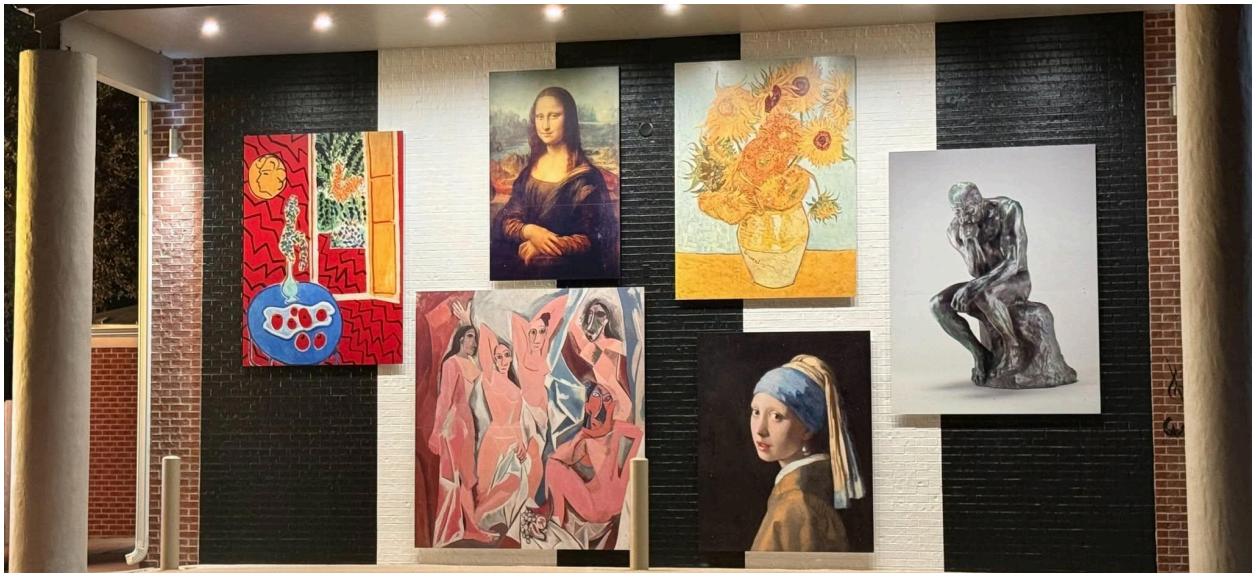


Engagement Overview Q3



Retention Overview Q3

Public Art



The Arts Center Facilities

The center of the arts community in our region

- Free admission, rotating exhibits, and impactful arts and culture events
- Extensive galleries, studios, sculptures, and murals
- Meeting and event space for affiliate organizations and community members
- **Organizations hosted in Q3:** College Station Noon Lions, Brazos Bluebonnet Quilt Guild, Aggieland Rug Artists, Society of Children's Book Writers and Illustrators, Brazos Valley Theatre Collective, and Friends Association of the Symphony Orchestra
- **Q3 visitors and program participants:** 723

Community Galleries

Showcasing local artists in public spaces

- Brazos Valley Council of Governments
  Artists: Various; artwork from The Arts Center's Permanent Collection
- College Station City Hall
  Artists: Bradley Powell, Connie Wilson
- College Station Surgical Associates
  Artist: Chris Wilson
- The Hilton Hotel & Conference Center
  Artists: Clayton Bever, Coleen Bradfield, Hailey Herrera, Mary Skow
- POV Coffee House at Stella Hotel
  Artist: Brent Maxwell



ACBV Studio Artists

Resident artists who engage with the visiting public and teach classes



Coleen Bradfield Fine Art Studio

Coleen Bradfield
An intuitive color artist who works primarily in acrylic, mixed media, and clay

Chris Wilson
A watercolor artist who paints a variety of subjects

PVFA Artist in Residence
See page 2 for more details

Sculptures and Murals

Aesthetically improving and fostering appreciation of the role of the arts in the community

- 29 outdoor sculptures and over 30 art benches throughout the Brazos Valley
- Murals from the 2023 Rev Up the Arts Aggieland Mural Festival
- Various installations from the A.R.T. for Life Program

Events



Stories with Rena Pederson

April 18, 2026 | The Arts Center

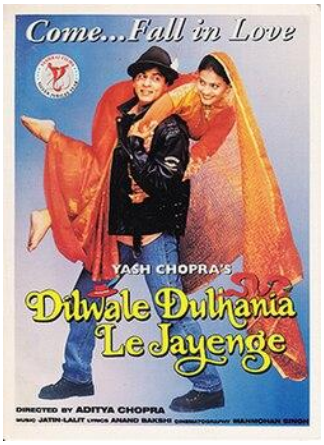
- Presentation and book signing by author of *King of Diamonds: The Search for the Elusive Texas Jewel Thief*
- 20 attendees

South Indian Classical Music Concert

April 23, 2026 | The Arts Center

- Performance by TAMU SPICMACAY musicians
- In conjunction with Arts & Culture Festival: India
- 50+ attendees





Bollywood Film Screening

May 2, 2026 | Century Square

- Free screening of classic Bollywood film, *Dilwale Dulhania Le Jayenge*
- In conjunction with Arts & Culture Festival: India
- 50+ attendees

Saree Draping Presentation

May 13, 2026 | The Arts Center

- Demonstration of various ways to drape sarees, from traditional to contemporary
- In conjunction with Arts & Culture Festival: India
- 15 attendees

Evening with German Artist Ambassador Enrico Pense

May 16, 2026 | The Arts Center

- In collaboration with BCS Sister Cities
- Reception and presentation celebrating the Sister Cities mural
- 25+ attendees



Into the Woods Opening Reception

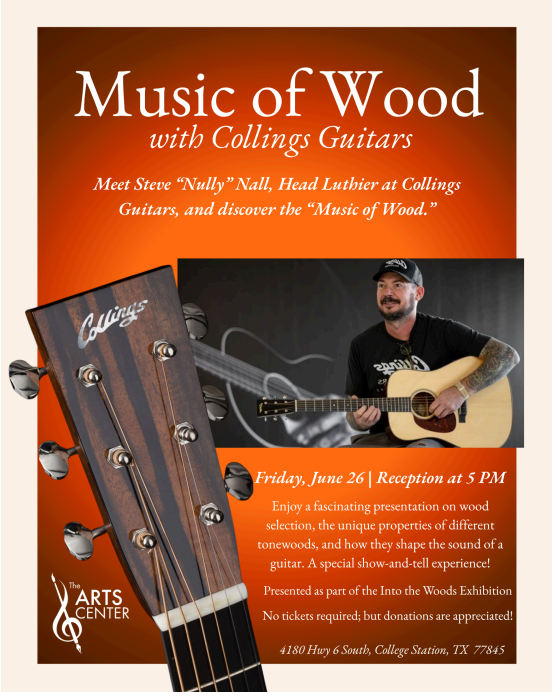
May 21, 2026 | The Arts Center

- Opening Reception for *Into the Woods*
- Presentation of scholarships to 2026 recipients
- Recognition of Wine Label Competition Winner
- 75+ attendees

Indian Film Series

June 7, 2026 | The Kimbell

- Landmark series of Indian Cinema
- In collaboration with The Queen's Film Society
- 50 attendees



Music of Wood with Collings Guitars

June 26, 2026 | The Arts Center

- Presentation and demonstration by Collings Guitars Head Luthier, Steve Hall
- In conjunction with *Into the Woods* exhibit
- 50+ attendees

Financial Report City of College Station
April - June 2026

- In Q3 of FY26, The Arts Center received a total of $145,851.51 from the City of College Station Hotel Occupancy Tax Revenue funds via EFT payments of $17,367.17 on April 10 and June 5 and $111,117.17 on May 8. These HOT funds were utilized for the following:

    - $102,450.46 was utilized to fund quarterly affiliate grants on June 5, June 22, and July 3, 2026. See the following Grant Impact Report for detailed grant allocations.
    - Other HOT funding allocated in Q23was utilized as follows:
        - $19,758.25 was utilized for Operations & Maintenance
        - $11,488.92 was utilized for Tourism Marketing
        - $10,275.05 was utilized for Public Art
    - The remaining funds will be carried over for expenses in FY26 Q4

- In Q3 of FY26, The Arts Center received $8,749.98 from the General Fund via EFT payments of $2,916.66 on April 10, May 8, and June 5.These funds were utilized for the following:

    - $8,749.98 was utilized for Operations & Maintenance

Grant Impact Report

The following is a detailed chart of the impact of grant funding in the community, as provided by individual affiliates in their quarterly reports.

Affiliate Grant Recipient	FY26 Q3 Grant Distributions	Persons Impacted by Programs	Hotel Impact (room nights)	Restaurant Impact (meals)	Programs/ Marketing Funded
Ballet Brazos	$7,083.33	N/A	N/A	N/A	No funded events this quarter
Brazos Valley Chorale	$1,525.00	N/A	N/A	N/A	No funded events this quarter
Brazos Valley Symphony Society	$17,000.00	1,137	34	89	Defying Gravity: Blockbuster Broadway
Friends of Chamber Music	$3,324.50	262	8	40	Land That I Love Concert
George H.W. Bush Presidential Library and Museum	$46,117.00	2,832	3,257	0	Marketing Support
Museum of the American G.I.	$10,133.33	2,897	204	987	Marketing Support
OPAS	$10,000.00	2,017	108	308	Blue Man Group
Texas A&M College of Performance, Visualization, and Fine Arts	$5,833.33	227	10	35	MFA Concert
Texas A&M Institute for Applied Creativity	$1,434.00	-	-	-	Pending Report
TOTALS	**$102,450.46**	9,372	3,621	1,459	

EXHIBIT D
CERTIFICATE
OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2026

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	Wm. Albert Miller Agency 220 E. Washington Avenue P. O. Drawer 31 Navasota TX 77868
CONTACT NAME:	Bert Miller
PHONE (A/C, No, Ext):	(936) 825-6789
FAX (A/C, No):	(936) 825-6790
E-MAIL ADDRESS:	bertmiller@milleragencyinc.com
INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURER A :	Markel Insurance Co
INSURER B :	Philadelphia Indemnity Insurance Co
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	
INSURED	Arts Council Brazos Valley The Arts Center 4180 SH 6 South College Station TX 77845-

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PHPK2656997-013	02/16/2026	02/16/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK2656997-013	02/16/2026	02/16/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			MWC0045351-14	02/16/2026	02/16/2027	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate holder listed as additional insured and waiver of subrogation with regard to general liability and workers compensation coverages. GL coverage is primary & non-contributory and 30-day notice of cancellation applies.

CERTIFICATE HOLDER

City of College Station
1101 Texas Ave
College Station TX 77840-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AI 002351

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The Arts Center of Brazos Valley
FY 2026-2027 Approved Budget
08.18.26

Revenue	FY27 Approved
Contributed Income	
Donations Unrestricted	**$18,000.00**
Membership Dues	
Affliate Membership	$3,500.00
Corporate Membership	$12,000.00
Individual Membership	$10,000.00
Total Membership Dues	**$25,500.00**
Fundraising Events (program service revenue)	
Celebrate the Arts	$110,000.00
Celebrate the Arts Scholarship (restricted for 2028 distribution)	$20,000.00
Total Celebrate the Arts	$130,000.00
Art & Culture Festival	$4,000.00
Empty Bowls, Jr.	$15,000.00
ACBV Events	$10,000.00
Holiday Market & Wreath Auction	$9,000.00
Messina Hof Wine Label Competition	$5,000.00
Stories at the Gallery	$3,000.00
Total Fundraising Events	**$176,000.00**
Government Grants	
Brazos County	$12,000.00
City of Bryan	$10,000.00
College Station Gen	$35,000.00
College Station HOT	$597,045.00
College Station HOT (Administrative fees)	$3,863.00
College Station Northgate Sculpture	
Navasota HOT	$0.00
TCA, HTX, HEB, Etc.	$20,000.00
Total Government Grants	**$677,908.00**
Foundation & Trust Grants	**$50,000.00**
Total Contributed Income	**$947,408.00**
Program Service Revenue	
Camps & Workshops	
Adult Workshops	$10,000.00
Children Camps	$32,500.00
Total Camps & Workshops	**$42,500.00**
Community Events	**$0.00**
Total Program Service Revenue	**$42,500.00**
Art Sales	**$10,500.00**
Merchandise Sales	**$1,000.00**

Other Revenue	
Investments (American Funds & Community Foundation)	**$13,000.00**
Rentals (Studio & Event Spaces)	**$15,000.00**
Miscellaneous Revenue	
Payroll Credit	
Interest Income (Amarillo Income)	$5,000.00
Total Miscellaneous Revenue	**$5,000.00**
Total Other Revenue	**$33,000.00**
Total Revenue	**$1,034,408.00**
Gross Profit	**$1,034,408.00**
Expenditures	
Grants & Scholarships	
Grants	
College Station Grants (HOT)	$382,388.00
Navasota Grants	$0.00
Rural Grants	$0.00
Total Grants	**$382,388.00**
Scholarships (CTA)	**$20,000.00**
Total Grants & Scholarships	**$402,388.00**
Total Salaries & Related Expenses	**$285,993.12**
Fees for Services	
Accounting Fees	**$30,000.00**
Contractor Fee	**$5,000.00**
Legal Fees	**$350.00**
Total Fees for Services	**$35,350.00**
Advertising, Printing, Promo.	
Production (Marketing Work/Study)	**$13,680.00**
Marketing & Advertising	**$18,820.00**
Total Advertising, Printing, Promo.	**$32,500.00**
Programs	
ART for Life	**$13,200.00**
Camps & Workshops	
Adult Workshop Expense	$1,250.00
Children Camp Expense	$7,500.00
Total Camps & Workshops	**$8,750.00**
Community Events	**$250.00**
Gallery/Public Art	**$8,000.00**
Special Exhibits	
Programs-Other	
Total Programs	**$30,200.00**
Fundraising	
Celebrate the Arts	**$50,000.00**
Art & Culture Festival	**$4,000.00**
Empty Bowls, Jr.	**$6,000.00**

Holiday Market & Wreath Auction	$1,800.00
Messina Hof Wine Label Competition	$500.00
Stories at the Gallery	$600.00
Total Fundraising	**$62,900.00**
Office Expenses	
General Office Expenses	$3,500.00
Information Technology	$8,000.00
Postage, Mailing Service	$650.00
Total Office Expenses	**$12,150.00**
Occupancy	
Facilities & Equipment Rental	$1,000.00
Insurance	$20,000.00
Janitorial	$11,160.00
Mortgage Expense (Interest)	$26,000.00
Mortgage Expense (Principal)	$40,000.00
Pest Control	$500.00
Repairs & Maintenance	$25,000.00
Security	$2,500.00
Utilities	$26,000.00
Total Occupancy	**$152,160.00**
Mileage	**$1,000.00**
Other expenses	
Artist/Exhibitor Commission	$8,000.00
Bank Charges & Fees	
Bank Charges	$2,500.00
PayPal Fees	$1,750.00
Total Bank Charges & Fees	$4,250.00
Donated Goods and Services	
Donor Development	$600.00
Investment Losses	
Meals	$500.00
Memberships & Dues	$1,250.00
Training & Development	$1,000.00
Other Costs	
Total Other expenses	**$15,600.00**
Total Expenditures	**$1,030,241.12**
Net Operating Revenue	**$4,166.88**

September 24, 2026
Item No. 7.6.
Brazos Transit District 2026-2027 Funding Agreement

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement with the Brazos Transit District for FY27 in the amount of $400,800.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2026-2027 budget process the City Council approved funding for the Brazos Transit District in the amount of $400,800. This amount is to provide public mobility and specialized transportation services through bus services only in College Station with the funds from this Agreement.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2026-2027 General Fund.

Attachments:
1. Brazos Transit District Fy27 Funding Agreement

CITY OF COLLEGE STATION FUNDING AGREEMENT FOR PAYMENT AND USE OF GENERAL FUNDS WITH BRAZOS TRANSIT DISTRICT

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation ("City") and the **BRAZOS TRANSIT DISTRICT,** a Political Subdivision of the State of Texas ("Agency").

WHEREAS, City has a strategic plan with an initiative of improving mobility; and

WHEREAS, Agency's purpose is to facilitate mobility in urban and rural communities through the provision of public and specialized transportation services and projects, and

WHEREAS, Agency has transitioned from small urban to large urban and into a new funding pool and formula resulting in a reduction in federal and state funding, and

WHEREAS, the City desires to assist Agency in improving mobility only in College Station, and

WHEREAS, the City of Bryan and Brazos County have entered into, or intend to enter into, separate funding agreements with Agency to assist Agency in improving mobility in Bryan, Texas and Brazos County, respectively, and

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

ARTICLE I
DEFINITIONS

1.1 **Agency** means the Brazos Transit District a Political Subdivision as defined in its bylaws.

1.2 **City** means the City of College Station, County of Brazos, and the State of Texas.

1.3 **Contract Quarter** means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 **Financial Activity Report** means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 **Financial Records** means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 **Narrative Summary of Activity Report** means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B.**

1.7 **Performance Measure Report** means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 **Event** includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II
STATEMENT OF WORK

2.1 **Purpose of Funding.** The Agency facilitates mobility in urban and rural communities through the provision of public and specialized transportation services and projects. The Agency will provide public mobility and specialized transportation services through its bus service only in College Station with the funds from this Agreement.

2.2 **Attending Events.** The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City. For the avoidance of doubt, Agency events or promotional programs as described herein are limited to those intended for public participation or promotion, and do not include Agency's internal events, meetings or trainings.

ARTICLE III
PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **FOUR HUNDRED THOUSAND EIGHT HUNDRED DOLLARS AND NO/100 CENTS ($400,800.00)** from the City's General Fund. The appropriated funds shall be used during the period of **October 1, 2026 to September 30, 2027**. Payment will be made in four quarterly installments of **ONE HUNDRED THOUSAND TWO HUNDRED DOLLARS AND NO/100 CENTS ($100,200.00)**. Payment will be made in full upon execution of this Agreement in compliance with the Texas Prompt Payment Act.

3.2 Quarterly Payments will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures pertaining to the City of College Station area materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

ARTICLE IV
RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to City's accounting practices, however if said conformance is not required in the event of any

conflict between the City's accounting practices and Agency's accounting requirements under separate agreements between Agency and the Federal Transit Administration or the Texas Department of Transportation.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

(a) Financial Activity Report
(b) Narrative Summary of Activity Report
(c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th April 30th; July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted. For the avoidance of doubt, and as further described in Article II, Agency is to provide services only in College Station with the funds from this Agreement and any monitoring review must be related to Agency's use of funds in College Station.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V

AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting, or as soon as finalized, with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within fifteen (15) days after approval of the minutes upon request from the City.

ARTICLE VI
TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2026, and terminates at midnight September 30, 2027. Only those expenditures authorized under the Statement of Work, which are actually incurred during the Agreement term are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

(a) **For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.

(b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.

(c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

(d) Further, upon termination pursuant to §6.2, Agency will provide City:

(1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City

(2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period

(3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) Automatic Termination. This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency.

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

(b) Breach. This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII
INDEMNIFICATION AND RELEASE

7.1 Indemnification. To the extent permitted by the Constitution and the laws of the State of Texas, the Agency shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all

expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, or any third party. There shall be no additional release other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII
INSURANCE

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

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

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

8.3 Types. Agency shall have the following types of insurance:

(a) Commercial General Liability;

(b) Business Automobile Liability; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Combined Single Limit of Liability not less than $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.

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

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

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

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

ARTICLE IX
GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, for services in College Station then Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

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

9.12 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

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

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

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

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:
City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:
Brazos Transit District
Wendy Weedon
CEO
2117 Nuches Lane
Bryan, Texas 77803

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

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

(a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;

(b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and

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

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

List of Exhibits:

- **A.** Statement of Financial Position
- **B.** Narrative Summary of Activity
- **C.** Performance Measures
- **D.** Certificates of Insurance

BRAZOS TRANSIT DISTRICT

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF COLLEGE STATION

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager
Date: _____

EXHIBIT A
STATEMENT OF FINANCIAL POSITION

Brazos Transit District
Statement of Revenues and Expenditures - Board Report - Stmt of Rev Exp - Summary
From 10/1/2025 Through 6/30/2026

Section 5307 - Urban BCS	Prior Year Balance (10/01/2024 - 09/30/2025)	Current Year Actual (10/01/2025 - 06/30/2026)	Perct Budget
Revenues			
Federal Grants	3,102,416.00	2,293,822.00	26.06%
Insurance	74,594.82	65,051.34	12.79%
State Grants	968,391.00	937,285.00	3.21%
Passenger Fares	231,956.10	167,762.00	27.67%
Inkind Match	10,334,140.33	8,266,729.60	20.00%
Total Revenues	14,711,498.25	11,730,649.94	20.26%
Expenditures			
Labor	2,257,004.92	1,753,182.96	(22.32)%
Fuels and Lubricants	363,645.49	350,706.96	(3.55)%
Tires and Tubes	96,605.95	56,305.19	(41.71)%
Other Materials and Supplies	203,454.07	164,578.72	(19.10)%
Fringe Benefits	646,113.48	496,551.04	(23.40)%
Miscellaneous Expenses	126,033.69	106,467.37	(15.52)%
Services	310,243.62	157,147.24	(49.34)%
Inkind Match	10,334,140.33	8,266,729.60	(20.00)%
Utilites/Telephone	139,143.45	91,122.00	(34.51)%
Insurance	171,437.40	234,709.75	36.90%
Capital Costs	31.31	1,912.37	6,007.85%
Taxes	63,644.54	51,235.14	(19.49)%
Total Expenditures	14,711,498.25	11,730,648.34	(20.27)%
Balance	0.00	0.00	

EXHIBIT B
NARRATIVE SUMMARY OF ACTIVITY

March 11, 2026

City of College Station
1101 Texas Ave.
College Station, Texas 77840

Dear Mr. Walker,

We are pleased to submit Brazos Transit District (BTD) FY 2027 budget request. BTD is requesting financial support from the City of College Station to help maintain current public transit service levels. Public transit plays a vital role in our community by providing reliable transportation for residents traveling to work, school, healthcare appointments and other essential destinations. Many individuals in our community rely on these services every day, and maintaining the current level of service is critical to ensuring continued mobility and accessibility throughout the city.

BTD respectfully requests financial assistance from the City in the amount of $400,800.00. This funding would be used solely to support the continued operating of existing transit services and to prevent reductions in routes, frequency, or service availability that would directly impact riders.

The base budget request reflects the funding necessary to sustain current transit services and maintain system reliability. Personnel costs represent the largest share of the budget, covering operator wages, maintenance staff, administrative support, and associated benefits. Fringe benefit increases and cost of living adjustments are incorporated into the budget. Operating expenses include fuel, vehicle maintenance, parts, insurance, tires and tubes. By program, fixed-route bus service constitutes the majority of expenditures, followed by demand-response/paratransit services, maintenance operations, and administrative support functions.

We greatly appreciate the City's ongoing commitment to supporting essential public services and infrastructure.

Thank you for your time and thoughtful consideration.

Respectfully,

Wendy Weedon

Wendy Weedon
Chief Executive Officer
Brazos Transit District

2117 Nuches Ln.
Bryan, Texas 77803

www.btd.org

Office: 979-778-0607
Fax: 979-778-3606

EXHIBIT C
PERFORMANCE MEASURES

College Station Ridership

April 1, 2026 - June 30, 2026

	Demand Response/ ADA	GREEN	MAROON	YELLOW	PINK	GREY	TOTALS
April	3,243	2,105	1,792	8,523	1,652	1,419	18,734
May	2,982	1,889	1,677	8,728	1,515	1,418	18,209
June	3,226	2,218	1,809	8,809	1,570	1,543	19,275

The totals represent the number of trips taken within College Station each month

EXHIBIT D
CERTIFICATES OF INSURANCE

Certificate of Coverage

TMLIRP Contract Number:	2985

Member:

Brazos Transit District
Ms. Wendy Weedon
General Manager
2117 Nuches Lane,
Bryan, TX 77803-0000

Company Affording Coverage:

Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

City of College Station
1101 Texas Avenue
College Station, Texas 77840

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date:	10/1/2026
	Anniversary Date:	10/1/2027
Limits of Liability (Each Occurrence):		$1,000,000
Sudden Events Involving Pollution (Each Occurrence):		$1,000,000
Annual Aggregate:		$2,000,000
Deductible per Occurrence:		$0
Law Enforcement Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability (Each Occurrence):		
Annual Aggregate:		
Deductible per Occurrence:		
Errors and Omissions Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability(Each Wrongful Act):		
Annual Aggregate:		
Deductible per Occurrence:		
Auto Liability	Effective Date:	10/1/2026
	Anniversary Date:	10/1/2027
Limits of Liability (Each Occurrence):		$300,000
Deductible per Occurrence:		$2,500
Auto Physical Damage	Effective Date:	10/1/2026
	Anniversary Date:	10/1/2027
Limits of Liability:		ACV or Agreed Value as scheduled
Collision Deductible:		$2,500
Comprehensive Deductible:		$2,500
	Yes	No
Loss Payee:		X

Real & Personal Property	Effective Date:	
	Anniversary Date:	
Limits of Coverage:		
Deductible per Occurrence:		
Mobile Equipment	Effective Date:	
	Anniversary Date:	
Limits of Coverage:		
Deductible per Occurrence:		
Boiler & Machinery - Broad Form	Effective Date:	
	Anniversary Date:	
Per Accident Limit:		
Deductible per Occurrence:		

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	**VIN**	**Value**

Certificate of Coverage

TMLIRP Contract Number:	2985

Member:

Brazos Transit District
Ms. Wendy Weedon
General Manager
2117 Nuches Lane,
Bryan, TX 77803-0000

Company Affording Coverage:

Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

City of College Station
1101 Texas Avenue
College Station, Texas 77840

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

Workers' Compensation

Effective Date: 10/1/2026 Anniversary Date: 10/1/2027

Limits of Liability: Statutory

DESCRIPTION:

Confirmation of coverage.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

8/6/2026

September 24, 2026
Item No. 7.7.
Funding Agreement: Greater Brazos Partnership

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement with the Greater Brazos Partnership for FY27 in the amount of $350,000.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2026-2027 budget process the City Council approved funding for the Greater Brazos Partnership in the amount of $350,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2026-2027 General Fund. The full amount of $350,000 is to be used for operations and maintenance.

Attachments:
1. Greater Brazos Partnership Fy27 Funding Agreement

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 27300006 PROJECT #: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: City of College Station Funding Agreement for payment and use of General Funds with Brazos Valley Economic Development Corporation

Name of Contractor: Brazos Valley Economic Development Corporation

CONTRACT TOTAL VALUE: $ 350,000 **Grant Funded** Yes ☐ No ☐

If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☐ N/A
Davis Bacon Wages Used ☐ Yes ☐ No ☐ N/A
Buy America Required ☐ Yes ☐ No ☐ N/A
Transparency Report ☐ Yes ☐ No ☐ N/A

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

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

Funding for this contract is available in the FY27 budget - General Fund - Budget Code: 10019100-6720

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 09/24/2026 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
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 FUNDING AGREEMENT FOR PAYMENT AND USE OF GENERAL FUNDS WITH GREATER BRAZOS PARTNERSHIP CORPORATION

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation ("City") and the **GREATER BRAZOS PARTNERSHIP CORPORATION,** a Texas Non – Profit Corporation ("Agency").

WHEREAS, City has the objective of promoting and facilitating activities that enhance the economic base of College Station through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing; and

WHEREAS, Agency through its purpose shares this common goal with the City; and

WHEREAS, the City desires to assist Agency promoting economic development, and

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

ARTICLE I
DEFINITIONS

1.1 **Agency** means the Greater Brazos Partnership Corporation, a Texas Non-Profit Corporation.

1.2 **City** means the City of College Station, County of Brazos, and the State of Texas.

1.3 **Contract Quarter** means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 **Financial Activity Report** means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 **Financial Records** means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 **Narrative Summary of Activity Report** means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B.**

1.7 **Performance Measure Report** means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 **Event** includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II
STATEMENT OF WORK

2.1 Agency is responsible for promoting and facilitating activities that enhance the economic base of Brazos County through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing.

2.2 **Attending Events.** The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III
PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 CENTS ($350,000.00)** from the City's General Fund. The appropriated funds shall be used during the period of **October 1, 2026 to September 30, 2027**. Payment will be made in eleven monthly installments of **$29,166.67** and the twelfth payment will be **$29,166.63**.

3.2 Monthly Payments (with the exception of the first four (4) monthly installments hereunder) will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

ARTICLE IV
RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 **Written Records.** Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other

documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

(a) Financial Activity Report
(b) Narrative Summary of Activity Report
(c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th April 30th; July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V
AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available

to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI
TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2026, and terminates at midnight October 31, 2027. However, the program period shall begin October 1, 2026, and terminates at midnight September 30, 2027. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

(a) **For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.

(b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.

(c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

(d) Further, upon termination pursuant to §6.2, Agency will provide City:

(1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City

(2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period

(3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) Automatic Termination. This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency.

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

(b) Breach. This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII
INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any

and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, or any third party. There shall be no additional release other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII
INSURANCE

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

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

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

8.3 Types. Agency shall have the following types of insurance:

(a) Commercial General Liability;

(b) Business Automobile Liability; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Combined Single Limit of Liability not less than $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.

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

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

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

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

ARTICLE IX
GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of

race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

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

9.12 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

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

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

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

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:
City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:
Greater Brazos Partnership
1716 Briarcrest Drive, Suite 714
Bryan, Texas 77802

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

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

(a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;

(b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and

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

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

List of Exhibits:

A. Statement of Financial Position
B. Narrative Summary of Activity
C. Performance Measures
D. Certificates of Insurance

GREATER BRAZOS PARTNERSHIP CORPORATION

By: Tom Johnson

Printed Name: Tom Johnson

Title: CEO & President

Date: 9/16/2026

CITY OF COLLEGE STATION

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager
Date: _____

Exhibit A
Statement of Financial Position

Agency Name: Greater Brazos Partnership
Quarter: June 2026

	current quarter as of June 30, 2026	previous quarter as of March 31, 2026
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	1,789,658.46	1,803,829.41
Restricted cash	1,449,465.10	1,449,465.10
Receivables	49,999.99	49,791.49
Prepaid expenses	38,112.85	23,301.71
TOTAL CURRENT ASSETS	3,327,236.40	3,326,387.71
Property and equipment	113,648.30	113,648.30
Accumulated depreciation	(91,252.29)	(91,252.29)
TOTAL PROPERTY AND EQUIPMENT	22,396.01	22,396.01
OTHER ASSETS	170,309.08	170,309.08
TOTAL ASSETS	3,519,941.49	3,519,092.80
LIABILITIES AND FUND BALANCE		
CURRENT LIABILITIES		
Accounts payable	4,084.21	6,015.41
Compensated absences	8,834.47	8,834.44
Deferred revenue	87,499.94	174,999.95
Lease liabilities	89,599.52	89,599.52
TOTAL CURRENT LIABILITIES	190,018.14	279,449.32
LONG-TERM DEBT, less current portion		
TOTAL LIABILITIES	190,018.14	279,449.32
FUND BALANCE		
Net assets without donor imposed restrictions	3,329,923.35	3,239,643.48
TOTAL FUND BALANCE	3,329,923.35	3,239,643.48
TOTAL LIABILITIES AND FUND BALANCE	3,519,941.49	3,519,092.80

("TOTAL ASSETS" MUST EQUAL "TOTAL LIABILITIES AND FUND BALANCE")

Note, please provide your most current balance sheet and indicate ending month. Also provide your balance sheet as of the end of your prior year.

Agency Name: Greater Brazos Partership

Quarter: June 2026

Income Statement

Revenue Source	Agency Actual
Income	
Fees	
Net Sales	
Contributions	
Individual	
Board	
Foundations	
Special events	
Organizations	
Civic	
Corporate	
Government Revenue	
City of College Station	87,500.01
City of Bryan	87,499.98
Brazos County	87,499.98
Texas A&M	87,500.01
State	
School district	
Other local sources	83,750.00
Investment Income (div., int., cap gains)	15,952.04
Other:	
In-kind contributions	
Total Income	449,702.02

Agency Name: Greater Brazos Partership

Quarter: June 2026

Expense Report

Revenue Source	Agency Actual
Salaries & Benefits	225,851.69
Supplies	22,483.86
Maintenance	11,925.94
Purchased Services	32,854.03
Capital Outlay	-
	-
Other:	66,306.63
In-kind expenses	-
Total operating expenses	359,422.15

Surplus (Deficit)

This quarter	90,279.87
Income/ expenses =	

Explain income statement deficits on an attached sheet.

Brazos Valley Economic Development Corporation

Statement of Financial Position

As of June 30, 2026

	APR 2026	MAY 2026	JUN 2026
ASSETS			
Current Assets			
Bank Accounts			
1001 ICS Prosperity	1,073,763.68	1,036,550.75	984,711.43
1110 Checking # 324988501	373,142.02	410,628.80	438,019.27
1130 Savings #322092819	50,095.96	50,114.66	50,110.96
1151 Truist - xxx6095	253,763.18	254,401.91	255,021.57
1160 CDs	1,511,260.33	1,511,260.33	1,511,260.33
Total Bank Accounts	**$3,262,025.17**	**$3,262,956.45**	**$3,239,123.56**
Accounts Receivable			
1200 Accounts Receivable	38,541.49	56,249.99	49,999.99
Total Accounts Receivable	**$38,541.49**	**$56,249.99**	**$49,999.99**
Other Current Assets			
1210 Prepaid Expenses	22,176.71	52,218.38	38,112.85
Total Other Current Assets	**$22,176.71**	**$52,218.38**	**$38,112.85**
Total Current Assets	**$3,322,743.37**	**$3,371,424.82**	**$3,327,236.40**
Fixed Assets			
1400 Fixed Assets			
1405 Furniture, Fixtures & Eqpt.	113,648.30	113,648.30	113,648.30
1490 Accumulated Depreciation	-91,252.29	-91,252.29	-91,252.29
Total 1400 Fixed Assets	**22,396.01**	**22,396.01**	**22,396.01**
Total Fixed Assets	**$22,396.01**	**$22,396.01**	**$22,396.01**
Other Assets			
ROU Assets	89,753.52	89,753.52	89,753.52
Website Costs	100,000.00	100,000.00	100,000.00
Accumulated Amortization	-19,444.44	-19,444.44	-19,444.44
Total Website Costs	**80,555.56**	**80,555.56**	**80,555.56**
Total Other Assets	**$170,309.08**	**$170,309.08**	**$170,309.08**
TOTAL ASSETS	**$3,515,448.46**	**$3,564,129.91**	**$3,519,941.49**
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable	**$10,000.00**	**$34,000.00**	**$0.00**
Credit Cards	**$3,879.33**	**$4,625.85**	**$4,084.21**
Other Current Liabilities			
2001 Accrued Expenses	89,599.52	89,599.52	89,599.52
2010 Deferred Revenue	145,833.28	116,666.61	87,499.94
2020 Accrued Compensated Absences	8,834.47	8,834.47	8,834.47
Total Other Current Liabilities	**$244,267.27**	**$215,100.60**	**$185,933.93**
Total Current Liabilities	**$258,146.60**	**$253,726.45**	**$190,018.14**

	APR 2026	MAY 2026	JUN 2026
Total Liabilities	**$258,146.60**	**$253,726.45**	**$190,018.14**
Equity	**$3,257,301.86**	**$3,310,403.46**	**$3,329,923.35**
TOTAL LIABILITIES AND EQUITY	**$3,515,448.46**	**$3,564,129.91**	**$3,519,941.49**

Brazos Valley Economic Development Corporation

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L

April - June, 2026

	APR 2026			MAY 2026			JUN 2026			TOTAL		
	ACTUAL	BUDGET	% OF BUDGET	ACTUAL	BUDGET	% OF BUDGET	ACTUAL	BUDGET	% OF BUDGET	ACTUAL	BUDGET	% OF BUDGET
Income												
4100 Brazos County - OP	29,166.66	29,166.67	100.00 %	29,166.66	29,166.67	100.00 %	29,166.66	29,166.67	100.00 %	$87,499.98	$87,500.01	100.00 %
4101 City of Bryan - OP	29,166.66	29,166.67	100.00 %	29,166.66	29,166.67	100.00 %	29,166.66	29,166.67	100.00 %	$87,499.98	$87,500.01	100.00 %
4102 City of College Station - OP	29,166.67	29,166.67	100.00 %	29,166.67	29,166.67	100.00 %	29,166.67	29,166.67	100.00 %	$87,500.01	$87,500.01	100.00 %
4103 TAMU Partnership	29,166.67	29,166.67	100.00 %	29,166.67	29,166.67	100.00 %	29,166.67	29,166.67	100.00 %	$87,500.01	$87,500.01	100.00 %
4104 Invest Greater Brazos	5,000.00	27,083.33	18.46 %	42,083.50	27,083.33	155.39 %	32,500.00	27,083.33	120.00 %	$79,583.50	$81,249.99	97.95 %
4117 IBG Event Sponsorship		2,083.33			2,083.33			2,083.33		$0.00	$6,249.99	0.00%
4185 TCE - Mkt		3,333.33			3,333.33			3,333.33		$0.00	$9,999.99	0.00%
4190 TEES Tx Defense Aerosp. Mfg DOD Award	4,166.50	2,083.33	199.99 %		2,083.33			2,083.33		$4,166.50	$6,249.99	66.66 %
4191 TEES Advanced Robotics Mfg WF Award		2,083.33			2,083.33			2,083.33		$0.00	$6,249.99	0.00%
4200 Interest Income - Operating	7,799.63	6,666.67	116.99 %	5,112.64	6,666.67	76.69 %	3,039.77	6,666.67	45.60 %	$15,952.04	$20,000.01	79.76 %
Total Income	**$133,632.79**	**$160,000.00**	**83.52 %**	**$163,862.80**	**$160,000.00**	**102.41 %**	**$152,206.43**	**$160,000.00**	**95.13 %**	**$449,702.02**	**$480,000.00**	**93.69 %**
GROSS PROFIT	**$133,632.79**	**$160,000.00**	**83.52 %**	**$163,862.80**	**$160,000.00**	**102.41 %**	**$152,206.43**	**$160,000.00**	**95.13 %**	**$449,702.02**	**$480,000.00**	**93.69 %**
Expenses												
5010 Conferences/Training										$0.00	$0.00	0.00%
5011 President/CEO		666.67			666.67			666.67		$0.00	$2,000.01	0.00%
5012 VP Econ Dev		666.67			666.67		941.55	666.67	141.23 %	$941.55	$2,000.01	47.08 %
Total 5010 Conferences/Training		**1,333.34**			**1,333.34**		**941.55**	**1,333.34**	**70.62 %**	**$941.55**	**$4,000.02**	**23.54 %**
5200 Technology										$0.00	$0.00	0.00%
5205 Photocopier-UBESO	559.00	666.67	83.85 %	559.00	666.67	83.85 %	559.00	666.67	83.85 %	$1,677.00	$2,000.01	83.85 %
5210 IT Agreement	324.75	1,750.00	18.56 %	402.09	1,750.00	22.98 %	324.75	1,750.00	18.56 %	$1,051.59	$5,250.00	20.03 %
5215 Tech Equipment	171.00	1,666.67	10.26 %		1,666.67			1,666.67		$171.00	$5,000.01	3.42 %
5290 IT Subscription	1,675.06	3,753.33	44.63 %	2,590.36	3,753.33	69.01 %	4,760.93	3,753.33	126.85 %	$9,026.35	$11,259.99	80.16 %
Total 5200 Technology	**2,729.81**	**7,836.67**	**34.83 %**	**3,551.45**	**7,836.67**	**45.32 %**	**5,644.68**	**7,836.67**	**72.03 %**	**$11,925.94**	**$23,510.01**	**50.73 %**
5300 Professional Services										$0.00	$0.00	0.00%
5305 Legal-Bruchez & Goss	193.03	666.67	28.95 %		666.67			666.67		$193.03	$2,000.01	9.65 %
5310 Audit-Seidel & Shroeder		1,250.00			1,250.00			1,250.00		$0.00	$3,750.00	0.00%
5315 Financial Services (TDC)	2,200.00	2,170.00	101.38 %	2,200.00	2,170.00	101.38 %	2,200.00	2,170.00	101.38 %	$6,600.00	$6,510.00	101.38 %
5320 HR Services (G&A)		416.67			416.67			416.67		$0.00	$1,250.01	0.00%
5325 Hance Scarborough	7,500.00	7,500.00	100.00 %	7,500.00	7,500.00	100.00 %	7,500.00	7,500.00	100.00 %	$22,500.00	$22,500.00	100.00 %
5326 Ryan		1,000.00			1,000.00			1,000.00		$0.00	$3,000.00	0.00%
5350 Business Insurance	45.00	166.67	27.00 %	1,405.00	166.67	842.98 %	2,111.00	166.67	1,266.57 %	$3,561.00	$500.01	712.19 %
5355 Insurance - Other		333.33			333.33			333.33		$0.00	$999.99	0.00%
5370 Website (Drift)		166.67			166.67			166.67		$0.00	$500.01	0.00%
Total 5300 Professional Services	**9,938.03**	**13,670.01**	**72.70 %**	**11,105.00**	**13,670.01**	**81.24 %**	**11,811.00**	**13,670.01**	**86.40 %**	**$32,854.03**	**$41,010.03**	**80.11 %**
5400 Office Expenses										$0.00	$0.00	0.00%
5401 WIFI - Internet	99.00	100.00	99.00 %		100.00		99.00	100.00	99.00 %	$198.00	$300.00	66.00 %
5405 Bank Fees/Charges	179.50			112.06			422.24			$713.80	$0.00	0.00%
5415 Supplies	200.33	583.33	34.34 %	123.86	583.33	21.23 %	356.88	583.33	61.18 %	$681.07	$1,749.99	38.92 %
5420 Rent	5,551.85	5,750.00	96.55 %	8,522.75	5,750.00	148.22 %	5,551.85	5,750.00	96.55 %	$19,626.45	$17,250.00	113.78 %
5425 Office Sprucing		125.00			125.00			125.00		$0.00	$375.00	0.00%
5445 Telephone	430.80	175.00	246.17 %	306.65	175.00	175.23 %	527.09	175.00	301.19 %	$1,264.54	$525.00	240.86 %
5450 Shipping		91.67			91.67			91.67		$0.00	$275.01	0.00%
5455 Printing Costs		583.50			583.50			583.50		$0.00	$1,750.50	0.00%
5460 Posting		83.33			83.33			83.33		$0.00	$249.99	0.00%
Total 5400 Office Expenses	**6,461.48**	**7,491.83**	**86.25 %**	**9,065.32**	**7,491.83**	**121.00 %**	**6,957.06**	**7,491.83**	**92.86 %**	**$22,483.86**	**$22,475.49**	**100.04 %**
5600 Administration Costs										$0.00	$0.00	0.00%
5610 Salaries	49,308.80	62,906.33	78.38 %	49,100.80	62,906.33	78.05 %	63,516.36	62,906.33	100.97 %	$161,925.96	$188,718.99	85.80 %
5611 Admin payroll fee	1,110.60	1,341.67	82.78 %	1,110.60	1,341.67	82.78 %	1,110.60	1,341.67	82.78 %	$3,331.80	$4,025.01	82.78 %
5613 Contractor--Jillian Ryan	11,000.00	11,000.00	100.00 %	11,000.00	11,000.00	100.00 %	11,000.00	11,000.00	100.00 %	$33,000.00	$33,000.00	100.00 %
5615 FY25 Healthcare Stipend		833.33			833.33			833.33		$0.00	$2,499.99	0.00%
5620 Payroll Taxes	4,058.92	5,180.25	78.35 %	4,024.99	5,180.25	77.70 %	5,934.50	5,180.25	114.56 %	$14,018.41	$15,540.75	90.20 %
5625 Health Insurance	2,334.60	3,362.00	69.44 %	2,293.87	3,362.00	68.23 %	2,327.19	3,362.00	69.22 %	$6,955.66	$10,086.00	68.96 %
5626 Life+Dental+Vision Ins		482.50			482.50		225.30	482.50	46.69 %	$225.30	$1,447.50	15.56 %
5630 Retirement Expense	1,151.96	4,887.50	23.57 %	2,331.84	4,887.50	47.71 %	2,717.86	4,887.50	55.61 %	$6,201.66	$14,662.50	42.30 %
5690 Background Check	192.90	698.83	27.60 %		698.83			698.83		$192.90	$2,096.49	9.20 %
Total 5600 Administration Costs	**69,157.78**	**90,692.41**	**76.26 %**	**69,862.10**	**90,692.41**	**77.03 %**	**86,831.81**	**90,692.41**	**95.74 %**	**$225,851.69**	**$272,077.23**	**83.01 %**
5700 Bus Dev/Mtkg-Hunting										$0.00	$0.00	0.00%
5701 Business Development	7,686.98	20,316.83	37.84 %	4,858.90	20,316.83	23.92 %	6,182.25	20,316.83	30.43 %	$18,728.13	$60,950.49	30.73 %
5702 BRE Program	558.25			217.50						$775.75	$0.00	0.00%
5703 IGB Prospecting		833.33			833.33		59.60	833.33	7.15 %	$59.60	$2,499.99	2.38 %
5710 Site Visits		5,000.00		2,833.33	5,000.00	56.67 %		5,000.00		$2,833.33	$15,000.00	18.89 %
5720 Domestic & Int'l Business Trips		3,333.33		7.94	3,333.33	0.24 %		3,333.33		$7.94	$9,999.99	0.08 %
5770 Advertising/Sponsorship		1,916.67			1,916.67			1,916.67		$0.00	$5,750.01	0.00%
5775 IGB + Advisory	183.49	2,297.83	7.99 %		2,297.83			2,297.83		$183.49	$6,893.49	2.66 %
Total 5700 Bus Dev/Mtkg-Hunting	**8,428.72**	**33,697.99**	**25.01 %**	**7,917.67**	**33,697.99**	**23.50 %**	**6,241.85**	**33,697.99**	**18.52 %**	**$22,588.24**	**$101,093.97**	**22.34 %**
5780 Community Service Contracts										$0.00	$0.00	0.00%
5781 SBDC Costs	9,250.00	9,250.00	100.00 %	9,250.00	9,250.00	100.00 %	9,250.00	9,250.00	100.00 %	$27,750.00	$27,750.00	100.00 %

	APR 2026			MAY 2026			JUN 2026			TOTAL		
	ACTUAL	BUDGET	% OF BUDGET	ACTUAL	BUDGET	% OF BUDGET	ACTUAL	BUDGET	% OF BUDGET	ACTUAL	BUDGET	% OF BUDGET
5783 PERC - Economic Index		2,500.00			2,500.00			2,500.00		$0.00	$7,500.00	0.00%
5784 Texas A&M New Ventures Comp.	10,000.00	1,250.00	800.00 %		1,250.00		5,000.00	1,250.00	400.00 %	$15,000.00	$3,750.00	400.00 %
Total 5780 Community Service Contracts	**19,250.00**	**13,000.00**	**148.08 %**	**9,250.00**	**13,000.00**	**71.15 %**	**14,250.00**	**13,000.00**	**109.62 %**	**$42,750.00**	**$39,000.00**	**109.62 %**
5800 Professional Membership Dues										$0.00	$0.00	0.00%
5810 THBI-TEDC-TXEDC-IEDC-SSG		1,701.67			1,701.67			1,701.67		$0.00	$5,105.01	0.00%
Total 5800 Professional Membership Dues		**1,701.67**			**1,701.67**			**1,701.67**		**$0.00**	**$5,105.01**	**0.00%**
5900 Subscriptions										$0.00	$0.00	0.00%
5958 WSJ etc	8.59	59.58	14.42 %	9.66	59.58	16.21 %	8.59	59.58	14.42 %	$26.84	$178.74	15.02 %
Total 5900 Subscriptions	**8.59**	**59.58**	**14.42 %**	**9.66**	**59.58**	**16.21 %**	**8.59**	**59.58**	**14.42 %**	**$26.84**	**$178.74**	**15.02 %**
Total Expenses	**$115,974.41**	**$169,483.50**	**68.43 %**	**$110,761.20**	**$169,483.50**	**65.35 %**	**$132,686.54**	**$169,483.50**	**78.29 %**	**$359,422.15**	**$508,450.50**	**70.69 %**
NET OPERATING INCOME	**$17,658.38**	**$ -9,483.50**	**-186.20 %**	**$53,101.60**	**$ -9,483.50**	**-559.94 %**	**$19,519.89**	**$ -9,483.50**	**-205.83 %**	**$90,279.87**	**$ -28,450.50**	**-317.32 %**
NET INCOME	**$17,658.38**	**$ -9,483.50**	**-186.20 %**	**$53,101.60**	**$ -9,483.50**	**-559.94 %**	**$19,519.89**	**$ -9,483.50**	**-205.83 %**	**$90,279.87**	**$ -28,450.50**	**-317.32 %**

Exhibit B
Narrative Summary of Activity Report

NARRATIVE
Activities of the Greater Brazos Partnership
(April 2026 to June 2026)

Due July 30, 2026

MANAGEMENT:

This quarter, the Greater Brazos Partnership continued to strengthen regional collaboration, attract new investment, and position the Greater Brazos Region for sustained economic growth.

Key highlights include:

Governance and Stakeholder Engagement

- Convened monthly meetings of the Executive Board and Finance Committee, ensuring strategic alignment and fiscal oversight across all initiatives.
- Hosted a Quarterly Advisory Board Meeting to provide updates, present a new tier structure investment for IGB, gather feedback, and maintain transparency with regional stakeholders.
- Organized the quarterly IGB Breakfast to deepen investor engagement and foster collaboration among public and private sector partners.
- Facilitated discussions with SpaceX, Grimes County, and the State to finalize the project. Upon final State approval, the project is expected to break ground in fall 2026 and bring approximately 2,000 jobs, $1 billion in payroll, and $119 billion in capital expenditures to the region.
- Supported the work of IGB strategic committees, including Policy, Workforce, Infrastructure, and Quality of Life - each focused on advancing regional competitiveness in their respective domains.

Business Retention and Expansion and Investment Promotion

- 23 BRE visits this quarter
- Continuing meetings with potential investors and strengthening ties with existing investors.

Additional Strategic Progress

- Collaborated with partners to develop regional workforce strategies aligned with the growth of advanced manufacturing, semiconductors, and nuclear energy.

Announcements:

- Terrestrial
- RJSA (BRE)
- Last Energy

BUSINESS DEVELOPMENT:

Leads

- Apr: 41
- May: 28
- June: 98

Prospects

- Apr: 20
- May: 11
- June: 11

Hot Projects

- Apr: 11
- May: 11
- Jun: 8

BRE

- Apr: 13
- May: 6
- June: 4

BUSINESS AND ECONOMIC DEVELOPMENT

Salman Khan's activity:

- Joined Texas Nuclear Alliance as a member
- Met with Texas Disposal System, which has since become an IGB member
- Visited RJSA site in Bryan
- Met with Korean Trade International Association to introduce Greater Brazos Region
- Met with the Ontario Agent General with the Canadian Consulate in Dallas to discuss partnership opportunities.
- Met with Terrestrial Energy to discuss Invest Greater Brazos program
- Visited Non-Ferrous Extrusion in Burleson (BRE)
- Attended Groundbreaking for Texas Semiconductor Institute on RELLIS
- Met with Blue Bell Creameries in Brenham
- Presented to TAE Technologies on RELLIS campus
- Met with JERA Ventures, a Japan based ventures firm
- Met with Rick M. from Hilton Hotel to discuss IGB membership
- BRE visit to CardioQuip office in College Station
- Met with Last Energy to catch up on latest site developments
- Visited Caleb Holt facility in Bryan
- Met with KOTRA Dallas team to present on the Greater Brazos Region ecosystem
- Attended Select USA in Washington, DC
- Met with TAMUS Representative in DC
- Attended Reception at Japan Embassy in DC
- Attended Reuters SMR Reactor Conference in Austin
- Met with a space company and Texas EDC in Austin
- Hosted European Aerospace Manufacturer in the Region and RELLIS
- Attended TNVC Award Ceremony
- Met with local coffee company interested in sites in the region
- Met with a Texas-based aircraft manufacturer
- Met with bio lab space provider interested in learning about the biotech ecosystem in the Greater Brazos Region
- Visited Exosent Engineering site in Brazos County to learn about their expansion plans
- Visited with John Barton / RELLIS campus
- Hosted Transatlantic Business & Investment Council in Greater Brazos Region
- Visited the Last Energy site on RELLIS campus
- Attended event hosting NRC Commissioner on RELLIS campus
- Met with Bulgarian defense company interested in the Greater Brazos Region
- Facilitated discussion between Texas A&M Nuclear Department and McMaster University
- Met with family-owned Dutch food manufacturer specializing in cheese and dairy products.
- Met with a semiconductor company based in San Diego interested in learning about the region's semiconductor ecosystem.
- Met with a stealth startup in the semiconductor space interested in the Greater Brazos Region

MARKETING & COMMUNICATIONS:

Monthly Newsletters and Economic Indicators

- The IGB investor-only newsletter is distributed during the first week of each month, providing updates on investor engagement, committee initiatives, and opportunities to support regional growth.
- The Greater Brazos Partnership newsletter follows in the third week of each month, offering broader insights into economic development, workforce trends, and strategic initiatives across the region.
- GBP releases its own set of Economic Indicators monthly.

IGB Investor Engagement

- Maintained targeted outreach to prospective and current investors through personalized follow-ups, committee engagement, and regular social media updates designed to reinforce the value of participation.

Digital Communications

- Maintained consistent content across all social media platforms to elevate visibility and highlight key announcements and partnerships.

Audience Development

- Continued to build and refine the email list to grow regional reach, improve segmentation, and support long-term engagement.

INVEST GREATER BRAZOS:

- Hosted the 3rd Quarter FY26 Invest Greater Brazos quarterly meeting
- IGB Strategic Committees of Invest Greater Brazos (Infrastructure, Workforce, Policy, and Quality of Life) meet monthly, and the Real Estate Committee serves on an as-needed basis.
- Rolled out new IGB fee structure.

Exhibit C
Performance Measures

Business Retention and Expansion and Investment Promotion

- 23 BRE visits this quarter
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Additional Strategic Progress

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- Met with a semiconductor company based in San Diego interested in learning about the region's semiconductor ecosystem.
- Met with a stealth startup in the semiconductor space interested in the Greater Brazos Region

Exhibit D
Certificates of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2026

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURER B : United States Liability Insurance Group	25895
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Greater Brazos Partnership, Inc
1716 Briarcrest Dr
Suite 714
Bryan, TX 77802

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			61SBAIV0359	6/22/2026	6/22/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			61SBAIV0359	6/22/2026	6/22/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			61SBAIV0359	6/22/2026	6/22/2027	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Directors and Office			NDO1554202N	6/22/2026	6/22/2027	Per Occurance	1,000,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy contains a Broadening Endorsement with "Primary and Non-Contributory" wording. Waiver of Subrogation provided on the General Liability and Worker's Compensation policies only when there is a written contract between the named insured and the certificate holder that requires such status. 30 days notice of cancellation included.

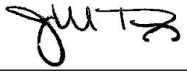
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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September 24, 2026
Item No. 7.8.
Drainage Repairs Construction Contract

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a construction contract with Site Utilities and Construction, LLC in the amount of $136,000 for multiple drainage repairs to pipe infrastructure located at Finfeather Road, 1501 Wolf Run, Southern Plantation Drive, and Hunter Creek Drive.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

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

Summary: During routine and post storm drainage inspections, storm sewer infrastructure has been identified as deficient and in need of replacement. This contract is for the replacement of drainage infrastructure located at Finfeather Road, 1501 Wolf Run, Southern Plantation Drive, and Hunter Creek Drive. On June 10, 2026, Invitation to Bid 26-072 was opened with five bids received. Site Utilities and Construction LLC was the lowest responsible responder with a bid of $136,000.

Budget & Financial Summary: Funds are budgeted and available in the Drainage Utility Fund.

Attachments:
1. ITB 26-072 Bid Tabulation
2. 26300741--KJc (CC 9.24.26)

CITY OF COLLEGE STATION

City of College Station - Purchasing Division
Bid Tabulation for #26-072
"Drainage Repairs"
Open Date: Wednesday, June 10, 2026 @ 2:00 p.m.

				Site Utilities and Construction LLC		Brazos Paving, Inc.		D and S Contracting Inc.		Norman Construction Services LLC		Larry Young Paving Inc.	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
CATEGORY													
1	1	LS	Remove and replace; 24" Steel Corrugated Pipe, 15ft of curb and gutter, 6'x 40' x 2.5" of Asphalt, top of (2) 4'x6' inlet box (Finfeather rd.)	$ 35,000.00	$35,000.00	$ 20,200.00	$20,200.00	$ 25,570.00	$25,570.00	$ 22,750.00	$22,750.00	$ 28,000.00	$28,000.00
2	1	LS	Remove 65ft. Of 18" Steel corrugated pipe and Replace with 18" RCP. Remove and replace; 50' x 6' x 2.5" of asphalt, (1) 4ft wide ADA compliant sidewalk ramp (1501 Wolf run)	$ 30,000.00	$30,000.00	$ 20,030.00	$20,030.00	$ 31,490.00	$31,490.00	$ 28,825.00	$28,825.00	$ 28,000.00	$28,000.00
3	1	LS	Remove 50ft. Of 18" RCP and replace with new 18" RCP. Remove and replace; 25' x 55' Concrete road to BCS unified specification. Repair 3' x 3.5' grated inlet box (Southern Plantation)	$ 35,000.00	$35,000.00	$ 37,050.00	$37,050.00	$ 53,086.00	$53,086.00	$ 36,250.00	$36,250.00	$ 46,500.00	$46,500.00
3	1	LS	Remove and replace; 5' x 5' x 5' Junction box along with 20ft of 18" RCP. Remove and replace (1) concrete lane 21' x 14' along with the other concrete lane that measures 32' x 14'. (Hunters Creek)	$ 27,000.00	$27,000.00	$ 28,860.00	$28,860.00	$ 40,030.00	$40,030.00	$ 25,904.00	$25,904.00	$ 11,500.00	$11,500.00
4	1	LS	Detailed TCP for Finfeather rd. Storm Pipe Repair.	$ 1,000.00	$1,000.00	$ 10,000.00	$10,000.00	$ 2,365.00	$2,365.00	$ 7,500.00	$7,500.00	$ 3,500.00	$3,500.00
5	1	LS	Detailed TCP for 1501 Wolf Run Dr.Storm Pipe Repair.	$ 1,000.00	$1,000.00	$ 10,000.00	$10,000.00	$ 2,125.00	$2,125.00	$ 7,500.00	$7,500.00	$ 3,500.00	$3,500.00
6	1	LS	Detailed TCP for Southern Plantation Storm Pipe Repair.	$ 1,000.00	$1,000.00	$ 10,000.00	$10,000.00	$ 2,365.00	$2,365.00	$ 7,500.00	$7,500.00	$ 3,500.00	$3,500.00
7	1	LS	Detailed TCP for Hunters Creek Dr. Pipe Repair.	$ 1,000.00	$1,000.00	$ 10,000.00	$10,000.00	$ 2,125.00	$2,125.00	$ 7,500.00	$7,500.00	$ 3,500.00	$3,500.00
8	1	LS	Mobilization, traffic control, permits, environmental compliance and final engineering inspection with hydraulic testing	$ 5,000.00	$5,000.00	$ 12,700.00	$12,700.00	$ 19,120.00	$19,120.00	$ 40,060.00	$40,060.00	$ 59,000.00	$59,000.00
			TOTAL BASE BID - ALL ITEMS	$136,000.00		$158,840.00		$178,276.00		$183,789.00		$187,000.00	
			SUBSTANTIAL COMPLETION TIME	30 Days		120 Days		120 Days		60 Days		120 Days	

NOTES:

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300741 PROJECT #: SD1701 BID/RFP/RFQ#: 26-072

Project Name / Contract Description: Drainage Repairs at Finfeather Rd, 1501 Wolf Run, Southern Plantation, and Hunters Creek

Name of Contractor: Site Utilities and Construction LLC

CONTRACT TOTAL VALUE: $ 136,000.00 **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)

Funding Account: 39129971-6561

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 9.24.2026 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 8/31/2026 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 Site Utilities and Construction LLC (the "Contractor") for the construction and/or installation of the following:
as described in ITB 26-072 Drainage Repairs.

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: Thirteen Thousand Six Hundred and NO **/100 Dollars ($** 13,600.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: One Hundred Thirty-Six Thousand and NO **/100 Dollars ($** 136,000.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

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

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

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

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

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

10. PROGRESS OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

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

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

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

OR:

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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. EXTRA WORK CHARGES

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

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

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

OR:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. TIME OF COMPLETION

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

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

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

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

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

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

22. EXTENSIONS OF TIME

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

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

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

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

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

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

23. LIQUIDATED DAMAGES

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

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

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of Two Hundred and NO **/100 DOLLARS ($** 200.00 **)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

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

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

(e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

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

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

27.07 Additional Insured.

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

27.08 Builder's Risk

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

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

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

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

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

(b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:

1. Employer's Liability minimum limits of $1,000,000.00 for each accident/each disease/each

employee are required.

2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

"A. Definitions:

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

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

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

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

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

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

extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

of coverage ends during the duration of the project;

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

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

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

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

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

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

(a) The company is authorized to do business in the State of Texas.

(b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.

(c) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

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

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

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

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

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

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

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

29. SURETY

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

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

(a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.

(b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

(c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.

(d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.

(e) The removal of all debris related to the Work.

(f) The acts and omissions of the subcontractors it hired.

(g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

(a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or

(b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

(c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

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

(a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

(b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or

(c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

(d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

(e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or

(f) If the Contractor abandons the Work.

(g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

(a) Stop the work on the date and to the extent specified in the notice of termination;

(b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;

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

(c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

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

List of Exhibits

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

SITE UTILITIES AND CONSTRUCTION LLC

By: Brandy Palasota

Printed Name: Brandy Palasota

Title: Owner

Date: 8/31/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20260033 05/18/2026

State: Texas

Construction Types: Heavy

Counties: Texas Counties of
Anderson, Andrews, Angelina, Aransas,
Archer, Armstrong, Atascosa, Austin,
Bailey, Bandera, Bastrop, Baylor, Bee,
Bell, Bexar, Blanco, Borden, Bosque,
Bowie, Brazoria, Brazos, Brewster,
Briscoe, Brooks, Brown, Burleson,
Burnet, Caldwell, Calhoun, Callahan,
Cameron, Camp, Carson, Cass, Castro,
Chambers, Cherokee, Childress, Clay,
Cochran, Coke, Coleman, Collin,
Collingsworth, Colorado, Comal,
Comanche, Concho, Cooke, Coryell,
Cottle, Crane, Crockett, Crosby,
Culberson, Dallam, Dallas, Dawson, De
Witt, Deaf Smith, Delta, Denton,
Dickens, Dimmit, Donley, Duval,
Eastland, Ector, Edwards, El Paso,
Ellis, Erath, Falls, Fannin, Fayette,
Fisher, Floyd, Foard, Fort Bend,
Franklin, Freestone, Frio, Gaines,
Galveston, Garza, Gillespie, Glasscock,
Goliad, Gonzales, Gray, Grayson, Gregg,
Grimes, Guadalupe, Hale, Hall, Hamilton,
Hansford, Hardeman, Hardin, Harris,
Harrison, Hartley, Haskell, Hays,
Hemphill, Henderson, Hidalgo, Hill,
Hockley, Hood, Hopkins, Houston, Howard,
Hudspeth, Hunt, Hutchinson, Irion, Jack,
Jackson, Jasper, Jeff Davis, Jefferson,
Jim Hogg, Jim Wells, Johnson, Jones,
Karnes, Kaufman, Kendall, Kenedy, Kent,
Kerr, Kimble, King, Kinney, Kleberg,
Knox, La Salle, Lamar, Lamb, Lampasas,
Lavaca, Lee, Leon, Liberty, Limestone,
Lipscomb, Live Oak, Llano, Loving,
Lubbock, Lynn, Madison, Marion, Martin,
Mason, Matagorda, Maverick, McCulloch,
McLennan, McMullen, Medina, Menard,
Midland, Milam, Mills, Mitchell,
Montague, Montgomery, Moore, Morris,
Motley, Nacogdoches, Navarro, Newton,
Nolan, Nueces, Ochiltree, Oldham,
Orange, Palo Pinto, Panola, Parker,
Parmer, Pecos, Polk, Potter, Presidio,
Rains, Randall, Reagan, Real, Red River,
Reeves, Refugio, Roberts, Robertson,
Rockwall, Runnels, Rusk, Sabine, San
Augustine, San Jacinto, San Patricio,
San Saba, Schleicher, Scurry,
Shackelford, Shelby, Sherman, Smith,
Somervell, Starr, Stephens, Sterling,
Stonewall, Sutton, Swisher, Tarrant,
Taylor, Terrell, Terry, Throckmorton,
Titus, Tom Green, Travis, Trinity,
Tyler, Upshur, Upton, Uvalde, Val Verde,
Van Zandt, Victoria, Walker, Waller,
Ward, Washington, Webb, Wharton,
Wheeler, Wichita, Wilbarger, Willacy,
Williamson, Wilson, Winkler, Wise, Wood,
Yoakum, Young, Zapata and Zavala

Dredging projects along the Texas Gulf Coast Area including all public channels, harbors, rivers, tributaries, and the Gulf Intracoastal Waterways

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUTX1994-001 01/18/1994

	Rates	Fringes
WELDER (DREDGE UNDER 16"")	$ 16.85	0.00
WELDER (DREDGE 16"" AND OVER)	$ 16.85	0.00
TRUCK DRIVER (DREDGE 16"" AND OVER)	$ 16.85	0.00
THIRD ASSISTANT ENGINEER (DREDGE 16"" AND OVER)	$ 16.85	0.00
SHOREMAN (DREDGE 16"" AND OVER)	$ 16.85	0.00
SECOND COOK (HYDRAULIC DREDGING)	$ 16.85	0.00
SECOND ASSISTANT ENGINEER (DREDGE 16"" AND OVER)	$ 16.85	0.00
OPERATOR (MARSH BUGGY DRAGLINE)	$ 16.85	0.00

OILER (MARSH BUGGY DRAGLINE).....$ 16.85 0.00
OILER (DREDGE UNDER 16"").....$ 16.85 0.00
OILER (DREDGE 16"" AND OVER).....$ 16.85 0.00
MESS PERSON (HYDRAULIC DREDGING).....$ 16.85 0.00
LEVERMAN (DREDGE UNDER 16"").....$ 16.85 0.00
LEVERMAN (DREDGE 16"" AND OVER).....$ 16.85 0.00
JANITOR - CABIN PERSON (HYDRAULIC DREDGING).....$ 16.85 0.00
HANDYMAN (HYDRAULIC DREDGING).....$ 16.85 0.00
FIRST COOK (HYDRAULIC DREDGING).....$ 16.85 0.00
FIRST ASSISTANT ENGINEER (DREDGE 16"" AND OVER).....$ 16.85 0.00
FIREMAN (DREDGE 16"" AND OVER).....$ 16.85 0.00
DREDGE TENDER OPERATOR (DREDGE UNDER 16"").....$ 16.85 0.00
DREDGE TENDER OPERATOR (DREDGE 16"" AND OVER).....$ 16.85 0.00
DOZER OPERATOR.....$ 16.85 0.00
DERRICK OPERATOR.....$ 16.85 0.00
DECKHAND (DREDGE UNDER 16"").....$ 16.85 0.00
DECKHAND (DREDGE 16"" AND OVER).....$ 16.85 0.00

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 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)).

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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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
"
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1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. CNB-26-0007116-00

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

THAT WE, Site Utilities and Construction LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Insurors Indemnity Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Thirty-six Thousand and No /100 Dollars ($ 136,000.00) 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 ITB 26-072 Drainage Repairs,

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. CNB-26-0007116-00

FOR THE CONTRACTOR:

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

Site Utilities and Construction LLC
(Name of Contractor)

By: Chloe Wise
Name: Chloe Wise
Title: Corporate Secretary
Date: September 10, 2026

By: Brandy Palasota
Name: Brandy Palasota
Title: owner
Date: September 10, 2026

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

Insurors Indemnity Company
(Full Name of Surety)

By: Patricia K Skelton
Name: Patricia K. Skelton
Title: CSR
Date: September 10, 2026

P.O. Box 32577, Waco, Texas 76703
(Address of Surety for Notice)

By:
Name: David Satine
Title: Attorney-in-Fact
Date: September 10, 2026

FOR THE CITY:

REVIEWED:

City Attorney

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

City Manager

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

Contract No. 26300741
Construction Agreement Over $50,000
Form 04-20-2023

TEXAS STATUTORY PAYMENT BOND

Bond No. CNB-26-0007116-00

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

THAT WE, Site Utilities and Construction LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Insurors Indemnity Company, a corporation organized and existing under the laws of the State of Texas, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Thirty-six Thousand and No/100 Dollars ($ 136,000.00) 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 10 day of September, 20 26, for ITB 26-072 Drainage Repairs,

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. CNB-26-0007116-00

FOR THE CONTRACTOR:

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

Site Utilities and Construction LLC
(Name of Contractor)

By: Chloe Wise
Name: Chloe Wise
Title: Secretary
Date: September 10, 2026

By: Brandy Palasota
Name: Brandy Palasota
Title: Owner
Date: September 10, 2026

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

INSURORS INDEMNITY COMPANY CORPORATE SEAL TEXAS

By: Patricia K Skelton
Name: Patricia K. Skelton
Title: CSR
Date: September 10, 2026

Insurors Indemnity Company
(Full Name of Surety)

P.O. Box 32577, Waco, Texas 76703
(Address of Surety for Notice)

By:
Name: David Satine
Title: Attorney-in-Fact
Date: September 10, 2026

FOR THE CITY:

REVIEWED:

City Attorney

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

City Manager

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

Contract No. 26300741
Construction Agreement Over $50,000
Form 04-20-2023

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-26-0007116-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

David Satine of the City of Dripping Springs, State of Texas

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge, and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

> Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 1st day of January, 2025, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Cheyenne Wasden
Notary Public, State of Texas

CHEYENNE WASDEN
Notary ID # 13397362-3
My Commission Expires
08-30-2026

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 10th September, 2026.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM

IIC 2-22-025

INSURORS
INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
823 Washington Ave Ste 200
Waco, TX 76701

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:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company 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.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
823 Washington Ave Ste 200
Waco, TX 76701

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

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

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/26/2026

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

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

PRODUCER
Watkins Insurance Group - Austin
3834 Spicewood Springs Rd, Ste 100
Austin TX 78759

CONTACT NAME: Jade Nastasi
PHONE (A/C, No, Ext): 512-637-4144 **FAX (A/C, No):** 512-452-0999
E-MAIL ADDRESS: JNastasi@WatkinsInsuranceGroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Company	31348
INSURER B : The North River Insurance Company	
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SITEUTI-01
Site Utilities and Construction, LLC
P O Box 99
North Zulch TX 77872

COVERAGES **CERTIFICATE NUMBER:** 1426935653 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			506-950516-8	8/26/2026	8/26/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			506-950516-8	8/26/2026	8/26/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			582-156385-2	8/26/2026	8/26/2027	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002148344	6/22/2026	6/22/2027	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			506-950516-8	8/26/2026	8/26/2027	Scheduled Equipment Deductible Rented/Leased Equip	605,000 $2,500 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of College Station, its agents, officials, employees and volunteers is additional insured on the general liability policy with waiver of subrogation on the general liability and workers compensation policies when required by written contract.
General liability is primary and non-contributory when required by written contract.

CERTIFICATE HOLDER

City of College Station
1101 Texas Avenue
College Station TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Patrick L. Watkins

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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
Blanket where required by written contract signed by both parties and the insured contract is executed prior to any loss	Any location where required by written contract signed by both parties and the insured contract is executed prior to any loss
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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES/MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement changes/modifies insurance provided under the following:

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

To the extent that this insurance is afforded to any additional insured under this policy, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance**, is deleted in its entirety and replaced with the following condition:

4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement is attached to and forms a part of the Policy as listed in the Declarations Page or Declarations Extension Schedule, effective on the inception date of the Policy unless otherwise stated herein.

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

Endorsement effective date: Policy No.: **CSAR-CGL-0008466-01** Endorsement No.:

Named Insured: **SITE UTILITIES AND CONSTRUCTION LLC**

Authorized Representative _____

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: As required by written contract signed by both parties and the insured contract is executed prior to any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 6/22/26 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002148344 of Texas Mutual Insurance Company effective on 6/22/26

Issued to: Site Utilities and Construction LLC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

6/22/26

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/19/2026

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

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

PRODUCER	CONTACT NAME: Cindy Dyer	
SafeGuard Insurance Agency 104 E. Calton Rd., Ste. 101 Laredo TX 78041	PHONE (A/C, No, Ext): (956) 608-6353	FAX (A/C, No): (956) 608-6353
	E-MAIL ADDRESS: cdyer@safeguardnow.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Worth Insurance Company	17257
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Site Utilities and Construction LLC
PO Box 99
North Zulch TX 77872

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	HGAT23495-3	09/21/2025	09/21/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

City of College Station
PO BOX 9960
College Station TX 77840

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Cindy Dyer

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

(WAIVER OF SUBROGATION ENDORSEMENT)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Endorsement Effective	Policy Number
2026-06-29	HGAT23495-3
Named Insured SITE UTILITIES AND CONSTRUCTION LLC	

The following in Section IV – Business Auto Conditions – A 5 is modified on the effective date of endorsement.

The Transfer of Rights of Recovery Against Others to Us condition does not apply to the person(s) or organization(s) shown below, but only to the extent that subrogation is waived prior to the **ACCIDENT** or the **LOSS** under a contract with that person or organization.

Waiver of Subrogation is in favor of:

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

Blanket Additional Insureds & Waivers
TBD
TBD
TBD TX TBD

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Endorsement Effective	Policy Number
2026-06-29	HGAT23495-3
Named Insured SITE UTILITIES AND CONSTRUCTION LLC	

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

Additional Insured (Enter Name and Address)		
Blanket Additional Insureds & Waivers		
TBD		
TBD		
TBD	TX	TBD

An **ADDITIONAL INSURED** is an **INSURED**, but only with respect to legal responsibility for acts or omissions of a person for whom **LIABILITY COVERAGE** is afforded under this policy.

The **ADDITIONAL INSURED** is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium shall be paid to you.

You are authorized to act for the **ADDITIONAL INSURED** in all matters pertaining to this insurance.

We will notify the **ADDITIONAL INSURED** in writing by certified mail not fewer than 30 days before canceling (for a reason other than non-payment) or making a material change to the insurance policy and not fewer than 10 days before canceling the policy for non-payment.

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".

COMMON POLICY CHANGE ENDORSEMENT

Policy Number
HGAT23495-3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:	Endorsement Effective Date:
SITE UTILITIES AND CONSTRUCTION LLC Agent Name: Padron Insurance Agency, Inc. dba Policy Effective Date: 2025-09-21 Policy End Date: 2026-09-21	2026-06-29 01:23 PM Central

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.

☒ Commercial Trucking

The following item(s) will be changed:

☐ Insured's Name	
☐ Insured's Mailing Address	
☐ Policy Number	
☐ Effective Date ☐ Expiration Date	
☐ Payment Plan	
☐ Limits / Exposures	
☐ Additional Insured	
☐ Vehicles	
☐ Deductibles	
☒ Other	Symbol Change: Scheduled, Hired, Non-owned (67,68,71)

EXHIBIT D
PLANS AND SPECIFICATIONS

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

ITB 26-072 INCORPORATED BY REFERENCE INTO THIS CONTRACT

City of College Station - Purchasing Division
Bid Form for #26-072
"Drainage Repairs"
Open Date: Wednesday, June 10, 2026, @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Base Bid					
1	1	LS	Remove and replace; 24" Steel Corrugated Pipe, 15ft of curb and gutter, 6'x 40' x 2.5" of Asphalt, top of (2) 4'x6' inlet box (Finfeather rd.)	$35,000.00	$35,000.00
2	1	LS	Remove 65ft. Of 18" Steel corrugated pipe and Replace with 18" RCP. Remove and replace; 50' x 6' x 2.5" of asphalt, (1) 4ft wide ADA compliant sidewalk ramp (1501 Wolf run)	$30,000.00	$30,000.00
3	1	LS	Remove 50ft. Of 18" RCP and replace with new 18" RCP. Remove and replace; 25' x 55' Concrete road to BCS unified specification. Repair 3' x 3.5' grated inlet box (Southern Plantation)	$35,000.00	$35,000.00
3	1	LS	Remove and replace; 5' x 5' x 5' Junction box along with 20ft of 18" RCP. Remove and replace (1) concrete lane 21' x 14' along with the other concrete lane that measures 32' x 14'. (Hunters Creek)	$27,000.00	$27,000.00
4	1	LS	Detailed TCP for Finfeather rd. Storm Pipe Repair.	$1,000.00	$1,000.00
5	1	LS	Detailed TCP for 1501 Wolf Run Dr.Storm Pipe Repair.	$1,000.00	$1,000.00
6	1	LS	Detailed TCP for Southern Plantation Storm Pipe Repair.	$1,000.00	$1,000.00
7	1	LS	Detailed TCP for Hunters Creek Dr. Pipe Repair.	$1,000.00	$1,000.00
8	1	LS	Mobilization, traffic control, permits, environmental compliance and final engineering inspection with hydraulic testing	$5,000.00	$5,000.00
			TOTAL BASE BID - ALL ITEMS	$136,000.00	
			SUBSTANTIAL COMPLETION TIME	30 Days	

EXHIBIT E
CONSTRUCTION SCHEDULE

SUBSTANTIAL COMPLETION TIME 120 DAYS AFTER NOTICE TO PROCEED

September 24, 2026
Item No. 7.9.
CSU Emergency Generator Removal and Replacement

Sponsor: Glenn Gavit

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract award for Emergency Generator Removal & Replacement to C.F. McDonald Electric, Inc. for an amount not to exceed $190,469.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends awarding a contract for the removal and replacement of the Emergency Generator at College Station Utilities to C.F. McDonald Electric, Inc. for an amount not to exceed $190,469.00.

Summary: This contract includes the removal and replacement of the Emergency Generator located at College Station Utilities on Graham Road. CSU issued ITB 26-090 on July 28, 2026. Four responses were received on August 13, 2026, and were evaluated by Electric staff. Award of this bid is recommended to the lowest complete, responsive, and responsible bidder, C.F. McDonald Electric, Inc. for a contract not to exceed $190,469.00.

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

Attachments:
1. 26300771--LKP (CC 09.24.26)- vendor signed
2. 26-090 Intent to Award Bid Tabulation

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300771 PROJECT #: _____ BID/RFP/RFQ#: 26-090

Project Name / Contract Description: CSU Emergency Generator Removal & Replacement

Name of Contractor: McDonald Municipal and Industrial - A Division of C. F. MCDONALD ELECTRIC, INC.

CONTRACT TOTAL VALUE: $ 190,469.00 **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. 26-090 posted 07/28/26 opened 08/13/26 @ 2:00 p.m., received four (4) responsive responses and the department is recommending C.F. McDonald Electric, Inc for a contract not to exceed $190,469 as the lowest responsive, responsible contractor.

Funding is available 3001096-ETSS-Construct 9101072-6540

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 09/24/26 **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

William Glenn Gavit — 8/26/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 8/26/2026
ASST CITY MGR – CFO — DATE

John A. Haislet — 8/26/2026
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 McDonald Municipal and Industrial-A Division of C.F. McDonald Electric, Inc. (the "Contractor") for the construction and/or installation of the following:
College Station Utilities Emergency Generator Removal & Replacement as described in ITB #26-090.

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 thousand four hundred sixty-nine dollars and 00 **/100 Dollars ($** 190,469.00 **)**.

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 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 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

McDonald Municipal and Industrial- A Division of
C. F. MCDONALD ELECTRIC, INC.

By: _____

Printed Name: Wayne Berkenmeier

Title: Vice President Special Projects

Date: 8/26/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: 8/26/2026

_____
Assistant City Manager/CFO
Date: 8/26/2026

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: TX20260234 05/18/2026

State: Texas

Construction Types: Building

Counties: Texas Counties of
Brazos

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ELEV0031-003 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC: FOOTNOTES: A. 6% UNDER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. 8% OVER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. B. HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; FRIDAY AFTER THANKSGIVING DAY; CHRISTMAS DAY; AND VETERANS DAY	$ 53.59	38.44

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR ((3) HYDRAULIC CRANES 59 TONS AND UNDER)	$ 32.35	13.10
POWER EQUIPMENT OPERATOR ((1) TOWER CRANE)	$ 32.85	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER: ORNAMENTAL	$ 28.26	8.13

PLUM0068-002 10/01/2024

	Rates	Fringes
PLUMBER	$ 39.98	11.61

PLUM0211-002 10/01/2025

	Rates	Fringes
PIPEFITTER (HVAC PIPE INSTALLATION ONLY)	$ 42.09	12.96

PLUM0286-011 09/01/2025

	Rates	Fringes
PIPEFITTER (EXCLUDES HVAC PIPE INSTALLATION)	$ 37.15	16.92

SHEE0054-002 04/01/2020

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)	$ 29.70	13.85

SUTX2014-009 07/21/2014

	Rates	Fringes
TRUCK DRIVER: WATER TRUCK	$ 12.00	4.11
TRUCK DRIVER: SEMI-TRAILER TRUCK	$ 12.50	0.00
TRUCK DRIVER: FLATBED TRUCK	$ 19.65	8.57
TRUCK DRIVER: DUMP TRUCK	$ 11.97	1.23
TILE SETTER	$ 14.74	0.00
TILE FINISHER	$ 11.22	0.00
SHEET METAL WORKER, EXCLUDES HVAC DUCT INSTALLATION.	$ 14.62	0.00
ROOFER	$ 13.75	0.00
PAINTER: BRUSH, ROLLER, AND SPRAY	$ 13.14	0.00
OPERATOR: ROLLER	$ 13.11	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE)	$ 16.03	0.00
OPERATOR: MECHANIC	$ 17.52	3.33
OPERATOR: LOADER	$ 14.01	0.44
OPERATOR: GRADER/BLADE	$ 14.34	1.68
OPERATOR: FORKLIFT	$ 15.00	0.00
OPERATOR: DRILL	$ 16.22	0.34
OPERATOR: BULLDOZER	$ 18.29	1.31
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$ 13.93	0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 14.33	0.00
LABORER: ROOF TEAROFF	$ 11.28	0.00
LABORER: PIPELAYER	$ 12.49	2.13
LABORER: MASON TENDER - CEMENT/CONCRETE	$ 9.93	0.00
LABORER: MASON TENDER - BRICK	$ 10.96	0.00
LABORER: COMMON OR GENERAL	$ 11.57	0.00
IRONWORKER, STRUCTURAL	$ 20.74	5.25
IRONWORKER, REINFORCING	$ 13.35	0.00
INSULATOR - MECHANICAL (DUCT, PIPE & MECHANICAL		

SYSTEM INSULATION).....$ 19.77 7.13
FORM WORKER.....$ 11.83 0.00
ELECTRICIAN.....$ 22.96 4.83
CEMENT MASON/CONCRETE FINISHER.....$ 14.68 0.00
CARPENTER, EXCLUDES FORM WORK.....$ 14.56 0.00
BRICKLAYER.....$ 20.00 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)).

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

==

END OF GENERAL DECISION

"

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. 101821535

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

THAT WE, McDonald Municipal and Industrial-A Division of C.F. McDonald Electric, 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 thousand four hundred sixty-nine dollars and 00 /100 Dollars ($190,469.00) 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 College Station Utilities Emergency Generator Removal & Replacement as described in ITB #26-090, 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. 101821535

FOR THE CONTRACTOR:

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

McDonald Municipal and Industrial-A
Division of C.F. McDonald Electric, Inc.
(Name of Contractor)

By: Michelle Brooks

Name: Michelle Brooks

Title: Secretary

Date: 09/24/26

By:

Name: Wayne Berkenmeier

Title: Vice President Special Projects

Date: 09/24/26

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

By:

Name: Amanda Naquin

Title: Account Manager

Date: 09/24/26

Merchants Bonding Company (Mutual)
(Full Name of Surety)

6700 Westown Parkway

West Des Moines, IA 50266
(Address of Surety for Notice)

By:

Name: Maria Pallares

Title: Attorney-in-Fact

Date: 09/24/26

FOR THE CITY:

REVIEWED:

John A. Haislet 8/26/2026
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. 26300771
Electric Construction Services Agreement Over $50,000
Form 08-30-2021

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, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Naquin; Lisa Marroquin; Maria Pallares; Megon Francois; Randi Meche; Russell Gourgues; Stephanie Castle; Stephanie Lucien; Summer Clay; Vladimir Chemadurov

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 By-Laws adopted by the Board of Directors of the Companies.

"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 authority 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 17th day of August , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 17th day of August 2026 , 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), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; 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), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which 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 24th day of September , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

TEXAS STATUTORY PAYMENT BOND

Bond No. 101821535

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

THAT WE, McDonald Municipal and Industrial-A Division of C.F. McDonald Electric, 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 Iowa, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One hundred ninety thousand four hundred sixty-nine dollars and 00/100 Dollars ($190,469.00) 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 24 day of September, 2026, for College Station Utilities Emergency Generator Removal & Replacement as described in ITB #26-090, 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. 101821535

FOR THE CONTRACTOR:

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

(SEAL)

McDonald Municipal and Industrial-A
Division of C.F. McDonald Electric, Inc.
(Name of Contractor)

By: Michelle Brooks

Name: Michelle Brooks

Title: Secretary

Date: 09/24/26

By:

Name: Wayne Berkenmeier

Title: Vice President Special Projects

Date: 09/24/26

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

By: Amanda Naquin

Name: Amanda Naquin

Title: Account Manager

Date: 09/24/26

Merchants Bonding Company (Mutual)
(Full Name of Surety)

6700 Westown Parkway

West Des Moines, IA 50266
(Address of Surety for Notice)

By: Maria Pallares

Name: Maria Pallares

Title: Attorney-in-Fact

Date: 09/24/26

FOR THE CITY:

REVIEWED:

John A. Haislet 8/26/2026
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. 26300771
Electric Construction Services Agreement Over $50,000
Form 08-30-2021

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, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Naquin; Lisa Marroquin; Maria Pallares; Megon Francois; Randi Meche; Russell Gourgues; Stephanie Castle; Stephanie Lucien; Summer Clay; Vladimir Chemadurov

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 By-Laws adopted by the Board of Directors of the Companies.

"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 authority 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 17th day of August , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 17th day of August 2026 , 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), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; 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), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which 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 24th day of September , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company 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. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Risk Services- Leavitt Insurance Agencies

Call: 3184843315

Mail: 2190 North Loop West, Suite 309 Houston, TX 77018

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: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/30/2026

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
Risk Services - Leavitt Insurance Agencies
2190 North Loop West #309
Houston TX 77018

CONTACT NAME: Stephanie Castle,CIC,ACSR,AINS
PHONE (A/C, No, Ext): (713) 581-2102 **FAX (A/C, No):** (866) 699-9142
E-MAIL ADDRESS: stephanie-castle@leavitt.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Phoenix Insurance Company	25623
INSURER B :	Travelers Indemnity Company of America	25666
INSURER C :	Travelers Property Casualty Company of America	25674
INSURER D :	Travelers Indemnity Company of CT	25682
INSURER E :	St Paul Surplus Lines Insurance COmpany	30481
INSURER F :		

INSURED
C F McDonald Electric Inc
5044 Timber Creek Drive
Houston TX 77017

COVERAGES **CERTIFICATE NUMBER:** 26-27 COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			DT-CO-A9854158-PHX-26	04/01/2026	04/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] Incl HNO			810-A9854331-26-26-G	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-C5295657-26-NF	04/01/2026	04/01/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-A985440A-26-26-G	04/01/2026	04/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Pollution Liability Professional Liability			ZCE-91P01636	04/01/2026	04/01/2027	Pollution - Ea. Condition Pollution - Aggregate Prof - Ea. Error Omission	$10,000,000 $10,000,000 $2,000,000

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

Project: EMERGENCY GENERATOR REMOVAL & REPLACEMENT

CERTIFICATE HOLDER

City of College Station, Texas
1101 Texas Avenue
College Station TX 77840

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Stephanie Castle

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Risk Services - Leavitt Insurance Agencies	C F McDonald Electric Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Complete Named Insured: C F McDonald Electric, Inc. ,
McDonald Municipal & Industrial, A Division of C F McDonald Electric, Inc.

The General Liability, Automobile, Pollution and Umbrella policies include blanket automatic insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile liability policies contain a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Automobile, Pollution, Worker's Compensation and Umbrella policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability, Automobile, Worker's Compensation, Pollution and Umbrella policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent of the company.

Workers compensation coverage includes maritime and USL&H endorsements.

Pollution coverage includes mold, subject to the policy's exclusions, limits, retentions, terms and conditions.

Umbrella is follow form on underlying policies (General Liability, Automobile, Employers Liability), subject to its own exclusions, terms and conditions.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: UB-A985440A-26-26-G

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.

1. ☐ Specific Waiver

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

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: $ SEE SCHEDULE

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

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

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

DATE OF ISSUE: ST ASSIGN: Page 1 of 1

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 01 06 (A)

POLICY NUMBER: UB-A985440A-26-26-G

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page. General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

SCHEDULE

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
TX	107.00

DATE OF ISSUE: ST ASSIGN: PAGE 1 OF 1

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

POLICY NUMBER: UB-A985440A-26-26-G

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

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2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work:

   VESSELS-NOC-COVERAGE I

2. Transportation, Wages, Maintenance, and Cure Premium $ INCLUDED

   Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

3. Limits of Liability

Bodily Injury by Accident	$ 100,000	each accident
Bodily Injury by Disease	$ 100,000	aggregate

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

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

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: ST ASSIGN:

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 U9 (00) - 001

POLICY NUMBER: UB-A985440A-25-26-G

TEXAS NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice:
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN , BUT ONLY IF: 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	30

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 04-16-25 ST ASSIGN:

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POLICY NUMBER: CUP-B1693789-25-NF ISSUE DATE: 04/08/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

(2) The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

11. Representations

By accepting this policy, you agree that:

a. All statements in the *Travelers ECP Custom* Declarations are accurate and complete;

b. All such statements are based upon representations made by the "First Named Insured";

c. All statements and representations made in the application for this policy, including all information provided with the application for this policy, are accurate and complete; and

d. We have issued this policy in reliance upon all such statements and representations.

12. Service Of Suit

In the event that we fail to pay any amount claimed to be due under this policy and the "insured" sues us to recover such amount we shall honor the decision of the court that is authorized to hear the case.

However, we have the right to appeal that decision.

Service of process for any such lawsuit brought against us may be made upon us by serving our President, or our President's designee, at One Tower Square, Hartford, Connecticut 06183, and such person shall be authorized to receive the papers on our behalf.

However, the "insured" may also serve or send papers involving such lawsuit to the Commissioner, Director or Superintendent of Insurance for the state in which the lawsuit is being filed. We designate that appropriate officer, or that person's successor, to mail a copy of the papers to us.

For the State of California, service of process for any such lawsuit brought against us may be made upon:

CSC-Lawyers Incorporating Service
2730 Gateway Oaks Drive, Suite 100
Sacramento, California 95833.

For the State of Rhode Island, service of process for any such lawsuit brought against us may be made upon:

Corporation Service Company
222 Jefferson Blvd., Suite 200
Warwick, Rhode Island 02888.

13. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this policy to the "First Named Insured", this insurance applies:

a. As if each "named insured" were the only "named insured"; and

b. Separately to each "insured" against whom a "claim" is made.

14. Transfer Of Control Of Defense

If the available limits of insurance are used up, we will notify the "First Named Insured" in writing of all outstanding "claims" so that you can arrange to take control of the defense. Before the available limits of insurance are used up, you may take over control of the defense of any outstanding "claim" only if we agree that you may take over such defense.

We will take whatever steps are necessary during a transfer of control of defense of an outstanding "claim" to continue that defense and avoid a default judgment during such transfer. You agree to repay the reasonable expenses we incur for any such steps taken after the available limit of insurance is used up. When we take such steps, you agree that we do not give up any rights.

15. Transfer Or Assignment Of This Policy

This policy may not be transferred or assigned, except with our written consent, or in the case of death of a "named insured" that is an individual.

If such "named insured" dies, that "named Insured's" rights and duties will be transferred to that "named insured's" legal representative but only while acting within the scope of duties as such legal representative. Until such legal representative is appointed, anyone having proper temporary custody of such "named insured's" property will have such "named insured's" rights and duties but only with respect to that property.

16. Transfer Of Rights Of Recovery Against Others To Us

If the "insured" has rights to recover from others all or part of any payment we have made under this policy, those rights are transferred to us.

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The "insured" must do nothing after the loss to impair them, and under any Contractors Indemnity For Design Professional's Liability Coverage and any Contractors Indemnity For Subcontractor's Pollution Liability Coverage, no "named insured" can agree in a contract or agreement to:

a. Waive any "named insured's" right of recovery against any "design professional" or "specified subcontractor"; or

b. Limit the liability of the "design professional" or "specified subcontractor" to a maximum amount unless such limitation is an "authorized agreed limitation of liability".

At our request, the "insured" will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights or will help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order until the total amount recovered is used up:

a. We will reimburse any person or organization, including us or the "insured", any amount that person or organization has paid in excess of the limits of insurance.

b. We will retain an amount equal to the amount we have paid under this policy.

c. We will pay to the "insured" any remaining portion, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the "insured" has agreed in a contract or agreement to waive that "insured's" right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make for:

a. "Loss" to which any of the following applies caused by an act, error or omission committed subsequent to the execution of the contract or agreement:

(1) Any Contractors Professional Liability Coverage; or

(2) Any Contractors Professional Liability Loss Mitigation Expenses Coverage;

b. "Loss" to which any "Pollution Liability Coverage" applies resulting from "pollution conditions" that commence subsequent to the execution of the contract or agreement; or

c. "Loss" to which any Contractors Pollution Loss Mitigation Expenses Coverage applies resulting from "faulty work incidents" that are not first discovered by any "insured" until subsequent to the execution of the contract or agreement.

SECTION IX - DEFINITIONS

1. "Agreed mediation":

a. Means a voluntary and non-binding process that:

(1) Is agreed to by us; and

(2) Involves a qualified professional mediator facilitating an attempted settlement of the "claim" between the "insured" and the person or organization making the "claim".

b. Does not include any mediation or alternative dispute resolution that is:

(1) Ordered or imposed by a court; or

(2) Otherwise legally required.

2. "Asbestos pollution conditions":

a. Means any "pollution conditions" that are:

(1) The disturbance of asbestos or asbestos fibers if the "pollution conditions" result from any activity that is performed on behalf of any "named insured" by a subcontractor under a written contract or agreement with such "named insured"; or

(2) The inadvertent disturbance of asbestos or asbestos fibers if the "pollution conditions" do not result from any activity that is performed on behalf of any "named insured" by a subcontractor under a written contract or agreement with such "named insured". As used in this provision, inadvertent disturbance does not include any discharge, dispersal, seepage, migration, release or escape of asbestos or asbestos fibers during or as a result of asbestos

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as if such "foreign emergency response costs loss" were incurred by or on behalf of any "named insured" that is not a "foreign insured organization".

3. Other Insurance

a. As used anywhere in this policy, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(1) Another insurance company;

(2) Us or any of our affiliated insurance companies;

(3) Any risk retention group; or

(4) Any self-insurance method or program, in which case the "insured" will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown for this insurance in the *Travelers ECP Custom* Declarations.

b. If valid and collectible other insurance is available to the "insured" for a loss covered under this insurance, our obligations are limited as follows:

(1) This insurance is primary except when Paragraph **(2)** below applies. When this insurance is primary:

(a) If any other insurance is issued to any "named insured" by us, or any of our affiliated insurance companies, this insurance is primary to that other insurance, and we will not share with such other insurance; and

(b) If any other insurance not described in Paragraph **(a)** above is also primary, we will share with all that other insurance as follows:

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

(ii) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

(2) This insurance is excess over any valid and collectible other insurance, whether such other insurance is primary, excess, contingent or on any other basis:

(a) If the "pollution conditions" that caused the "loss" are "auto transportation pollution conditions";

(b) That only covers one or more projects specifically described in it. This paragraph does not apply to any other insurance that is available to any person or organization that:

(i) Is an "insured" under Paragraph **e.** of the definition of "insured"; or

(ii) Is an "insured" under any additional insured endorsement issued by us as part of this policy;

(c) That is available to the "insured" when the "insured" is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance; or

(d) That is available to any person or organization that:

(i) Is an "insured" under Paragraph **e.** of the definition of "insured"; or

(ii) Is an "insured" under any additional insured endorsement issued by us as part of this policy.

However, if the "named insured" specifically agrees in a written contract or agreement that the insurance provided to such person or organization must apply on a primary basis, or a primary and

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noncontributory basis, this insurance is primary to other insurance that is available to such person or organization which cover that person or organization as a named insured, and we will not share with that other insurance, provide that the "bodily injury", "property damage" or "pollution clean-up costs" for which coverage is sought result from "pollution conditions" that commence after the written contract or agreement was signed by the "named insured".

(3) When this insurance is excess, we will have no duty to defend the "insured" against any "claim" if any provider of other insurance has a duty to defend the "insured" against that "claim". But we will have the right to associate in the defense and control of any "claim" that we reasonably believe is likely to involve this insurance. If no provider of other insurance defends any "claim" for "loss" to which this insurance applies, we will undertake to do so, but we will be entitled to the "insured's" rights against all those providers of other insurance.

(4) When this insurance is excess, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all such other insurance.

SECTION III - DEFINITIONS

1. "Contractors Pollution Liability Coverage":
   a. Means Contractors Pollution Liability Coverage.
   b. Includes Contractors Pollution Liability coverage that is part of any policy that provides Contractors Pollution Liability coverage and any other coverage.
2. "Coverage territory" means anywhere in the world.
3. "Financial interest" means the insurable interest in a "foreign insured organization" because of:
   a. Sole ownership of, or majority ownership interest in, such "foreign insured organization", either directly or through one or more intervening subsidiaries;
   b. Indemnification of, or an obligation to indemnify:
      (1) Such "foreign insured organization" for a "foreign pollution legal liability loss" or "foreign emergency response costs loss"; or
      (2) Any other "insured" for whom such "foreign insured organization" is liable for a "foreign pollution legal liability loss"; or
   c. An obligation to obtain insurance for such "foreign insured organization".
4. "Foreign emergency response costs loss" means "loss" that is "emergency response costs" incurred by or on behalf of any "named insured" and to which Emergency Response Costs of this insurance would have applied but for the fact that such "named insured" is located in any country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.
5. "Foreign insured organization" means any organization that:
   a. Is:
      (1) An "insured" under Pollution Legal Liability; or
      (2) A "named insured" under Emergency Response Costs;

      of this insurance; and
   b. Is located in a country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws and regulations of such country or jurisdiction.
6. "Foreign pollution legal liability loss" means:
   a. "Loss" the "insured" is legally obligated to pay and to which Pollution Legal Liability of this insurance would have applied; or
   b. "Defense expenses" that we would have paid to defend the insured against any "claim" for "loss" that we would have defended under Pollution Legal Liability of this insurance;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

TRAVELERS ECP CUSTOM℠ GENERAL PROVISIONS FORM

SCHEDULE FOR NOTICE OF CANCELLATION

Number of Days Notice: 30

Person or Organization:

ANY PERSON OR ORGANIZATION TO WHOM THE FIRST NAMED INSURED HAS AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. THE FIRST NAMED INSURED SENDS US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

Address:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM THE FIRST NAMED INSURED TO US.

PROVISIONS

The following is added to Paragraph **2.,Cancellation,** of **SECTION VIII - CONDITIONS:**

If we cancel this policy for any reason other than non payment of premium, we will mail or deliver notice of cancellation to the Person or Organization shown in the Schedule For Notice Of Cancellation. We will mail or deliver such notice to the address shown in the Schedule For Notice Of Cancellation at least the Number of Days Notice shown in the Schedule For Notice Of Cancellation before the effective date of cancellation.

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

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organization performing such services on its behalf is legally qualified to perform such services, if such legal qualification is required by applicable laws or regulations.

26. "Design professional's insurance" means any professional liability insurance available to the "design professional" as a named insured for "your contractor professional services" and includes any deductible, self-insured retention or coinsurance obligation under that insurance.

27. "Disposal site":

a. Means a premises, site or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste.

b. Does not include a premises, site or location that:

(1) Is located within the boundaries of a job site where "covered operations" are being performed; and

(2) Is not being used by you or on your behalf for the disposal, processing or treatment of waste.

28. "Electronic data" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

29. "Emergency response costs" means reasonable and necessary expenses incurred by you or on your behalf that:

a. Are for actions taken within the first ten days after the first discovery, or other knowledge, of the "pollution conditions" by any "insured"; and

b. Are to abate, remove or remediate the "pollution conditions" in response to an imminent and substantial threat of "bodily injury" or an imminent and substantial threat to the environment.

30. "Employee":

a. Includes:

(1) A former or retired employee; and

(2) A "leased worker".

b. Does not include a "temporary worker".

31. "Environmental damage":

a. Means the harmful or damaging presence of "pollutants" that results in "pollution clean-up costs".

b. Does not include "property damage".

32. "Environmental laws" means any federal, state, provincial, tribal or local law, regulation or statute, or any governmental, judicial or administrative order or directive, governing liabilities or responsibilities of the "insured" with respect to "pollution conditions".

33. "Executive officer" means any person holding an officer position created by an organization's charter, constitution, by-laws or any other similar governing document.

34. "Faulty work incident" means any defect, deficiency, inadequacy or dangerous condition in "your work" that is neither expected nor intended from the standpoint of any "insured".

35. "First Named Insured" means the first person or organization stated in Item **1.** of the *Travelers ECP Custom* Declarations.

36. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

37. "Fungi or bacteria conditions" means the discharge, dispersal, seepage, migration, release or escape of "fungi" or bacteria, provided that no part of such discharge, dispersal, seepage, migration, release or escape is expected or intended from the standpoint of the "insured". The growth or reproduction of "fungi" or bacteria at a premises, site or location beyond amounts and concentrations naturally present at that premises, site or location will be deemed to be a discharge, dispersal, seepage, migration, release or escape of "fungi" or bacteria.

38. "Insured" means:

a. Any "named insured";

b. The "named insured's" legal representative if the "named insured" dies or if the "named insured" is declared mentally incompetent, but only with respect to duties as such. That representative will have all rights and duties of such "named insured" under this policy;

c. Only for the purposes of:

(1) Any Contractors Professional Liability Coverage, and only with respect to the conduct of the "named insured's" contractor business;

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(2) Any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions", and only with respect to the conduct of "covered operations" for the "named insured's" business; and

(3) Any Site Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "operator waste non-owned disposal site pollution conditions", and only with respect to the conduct of the "named insured's" business;

the following persons or organizations:

(1) The "named insured's" spouse if such "named insured" is designated in the *Travelers ECP Custom* Declarations as an individual, but only with respect to a business of which:

(a) Such "named insured" is the sole owner; or

(b) Such "named insured" and spouse are the sole owners;

(2) The "named insured's" partners, members and their spouses, if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a partnership or joint venture;

(3) The "named insured's" members if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a limited liability company;

(4) The "named insured's" managers if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a limited liability company, but only with respect to their duties as such "named insured's" managers;

(5) The "named insured's" "executive officers" and directors if such "named insured" is designated in the *Travelers ECP Custom* Declarations as an organization other than a partnership, joint venture or limited liability company, but only with respect to their duties as such "named insured's" "executive officers" or directors;

(6) The "named insured's" stockholders if such "named insured" is designated in the *Travelers ECP Custom* Declarations as an organization other than a partnership, joint venture or limited liability company, but only with respect to their liability as such "named insured's" stockholders; and

(7) The "named insured's" "employees", other than either the "named insured's" managers (if it is a limited liability company) or the "named insured's" "executive officers" (if it is an organization other than a partnership, joint venture or limited liability company), but only for acts within the scope of their employment by such "named insured" or for their performance of duties related to the conduct of such "named insured's" business.

However, none of these "employees" are "insureds" for:

(a) "Loss" because of "bodily injury":

(i) To any "named insured", to any "named insured's" partners or members (if it is a partnership or joint venture), to any "named insured's" members (if it is a limited liability company), or to a co-"employee" while in the course of such co-"employee's" employment or performing duties related to the conduct of the "named insured's" business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of "bodily injury", or as a consequence of the employment or performance of duties of that co-"employee", described in Paragraph **(a)(i)** above; or

(iii) For which there is any obligation to share "loss" with or repay someone else who must pay "loss" because of the injury described in Paragraphs **(a)(i)** or **(ii)** above; or

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(b) "Property damage" to, or "pollution clean-up costs" for, property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

any "named insured" or any of its "employees", any "named insured's" partners or members (if it is a partnership or joint venture), or any "named insured's" members (if it is a limited liability company). For the purposes of any Contractors Professional Liability Coverage, this exclusion does not apply to "property damage" to any premises, site or location that is temporarily rented or occupied by, or temporarily loaned to, the "named insured" exclusively for any job site where operations are being performed by or on behalf of such "named insured" that are part of such "named insured's" contractor business. For the purposes of any Contractors Pollution Liability Coverage and any Contractors Asbestos Pollution Liability Coverage, this exclusion does not apply to "property damage" to, or "pollution clean-up costs" for, any premises, site or location that is temporarily rented or occupied by, or temporarily loaned to, the "named insured" exclusively for any job site where "covered operations" are being performed;

d. Only for the purposes of:

(1) Any Contractors Professional Liability Coverage, and only with respect to the conduct of the "named insured's" contractor business; and

(2) Any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions", and only with respect to the conduct of "covered operations" for the "named insured's" business;

the following persons or organizations:

(1) The "named insured's" former or retired partners who are individuals and whom such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired partner if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a partnership, but only for their performance of duties under such contract or agreement;

(2) The "named insured's" former or retired members who are individuals and whom such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired member if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a limited liability company but only for their performance of duties under such contract or agreement; and

(3) The "named insured's" former or retired "employees" that such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired "employee" but only for their performance of duties under such contract or agreement.

However, none of these "employees" are "insureds" for:

(a) "Loss" because of "bodily injury" described in Paragraph **c.(7)(a)** above; or

(b) "Property damage" or "pollution clean-up costs" described in Paragraph **c.(7)(b)** above; and

e. Only for the purposes of:

(1) Any Contractors Pollution Liability Coverage;

(2) Any Contractors Asbestos Pollution Liability Coverage; and

(3) Any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions";

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any person or organization that the "named insured" agreed in a written contract or agreement to include as an additional insured under this insurance.

However, such person or organization is an "insured" only for "bodily injury", "property damage" or "pollution clean-up costs" arising out of "covered operations" performed by or on behalf of any "named insured" and only to the extent that the "pollution conditions" are caused by acts or omissions of any "named insured" or any of such "named insured's" subcontractors.

Also, the insurance provided to such person or organization is subject to the following provisions:

(1) The limits of insurance provided to such person or organization will be the minimum limits which the "named insured" agreed to provide in the written contract or agreement, or the limits shown in the *Travelers ECP Custom* Declarations, whichever are less.

(2) The insurance provided to such person or organization does not apply to any:

(a) "Bodily injury", "property damage" or "pollution clean-up costs" resulting from:

(i) "Pollution conditions" that commenced before the written contract or agreement was signed by the "named insured"; or

(ii) "Pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by such person or organization or by any of that organization's employees, and that was not previously disclosed to a "responsible person" before the written contract or agreement was signed by the "named insured"; or

(b) "Bodily injury", "property damage" or "pollution clean-up costs" arising out of any "named insured's" operation, maintenance, or use of equipment rented or leased from that person or organization if the "pollution conditions" commenced after the equipment lease expires.

39. "Insured contract" means that part of any contract or agreement pertaining to "covered operations" or "your contractor professional services" under which the "named insured" assumes the "tort liability" of another to pay "loss" sustained or incurred by others.

40. "Lead pollution conditions" means any "pollution conditions" that are the discharge, dispersal, seepage, migration, release or escape of lead, lead compounds or any material or substance that contains or incorporates lead.

41. "Leased worker":

a. Means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.

b. Does not include a "temporary worker".

42. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an "auto", aircraft or watercraft or into or onto a wheeled vehicle designed for travel on railroad tracks;

b. While it is in or on an "auto", aircraft or watercraft or in or on a wheeled vehicle designed for travel on railroad tracks; or

c. While it is being moved from an "auto", aircraft or watercraft or from a wheeled vehicle designed for travel on railroad tracks to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto", aircraft or watercraft or to the wheeled vehicle designed for travel on railroad tracks.

43. "Loss" means:

a. For the purposes of any Contractors Professional Liability Coverage:

(1) Compensatory damages; and

(2) Punitive or exemplary damages if such damages are insurable under applicable law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

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

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

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

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

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

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

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

b. A trust;

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

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

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

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

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

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

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

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

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

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

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

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

   c. Any easement or license agreement;

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

F. DAMAGE TO PREMISES RENTED TO YOU

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

"Premises damage" means "property damage" to:

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

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

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c. Method Of Sharing

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

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

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

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

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

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

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

5. Premium Audit

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

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

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

6. Representations

By accepting this policy, you agree:

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

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

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

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

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

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

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

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POLICY NUMBER: DT-CO-A9854158-PHX-25 ISSUE DATE: 04-10-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project General Aggregate(s):
GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule abo ve:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule abo ve:

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1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part **2.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Damages under **Coverage B**; and
   b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER: DT-CO-A9854158-PHX-25 ISSUE DATE: 04-10-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION
CONTINUED ON IL T8 03

ADDRESS:
CONTINUED ON IL T8 03

HOUSTON
TX
77017

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - DESIGNATED PERSON OR ORGANIZATION NOTICE OF CANCELLATION PROVIDED BY US

IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION ON FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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

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

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

(2) If a claim is made or "suit" is brought against the additional insured:

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

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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POLICY NUMBER: 810-A9854331-25-26-G ISSUE DATE: 04-09-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE – GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

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

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

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

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

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

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

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

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

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TRAVELERS

POLICY NUMBER: DT-CO-A9854158-PHX-26
EFFECTIVE DATE: 04-01-26
ISSUE DATE: 04-15-26

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 15 01 04	POLICY JACKET-EXECUTION CLAUSE
IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 00	GENERAL PURPOSE ENDORSEMENT
IL T8 03	GENERAL PURPOSE ENDORSEMENT
IL T3 20 05 19	NOTICE - CANC, NONRENEWAL PROVIDED BY US

GENERAL LIABILITY - CONTRACTORS

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG D3 05 07 08	DEDUCTIBLE LIABILITY INSURANCE
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COV FORM
CG T8 00	GENERAL PURPOSE ENDORSEMENT
CG T8 01	GENERAL PURPOSE ENDORSEMENT
CG T8 02	GENERAL PURPOSE ENDORSEMENT
CG T8 03	GENERAL PURPOSE ENDORSEMENT
CG D3 61 03 05	ADD'L INSURED-OWNERS,LESSEES,CONTRACTORS
CG D6 04 02 19	BLANKET ADDL INS - AUTOMATIC STATUS REQ
CG D9 10 09 21	AMENDMENT OF INTELLECTUAL PROPERTY EXCL
CG 20 01 12 19	PRIMARY AND NONCONTRIBUTORY-OTH INS COND
CG 20 10 10 01	ADDL INSD-OWNER/LESSEE/CONTRACTOR B
CG 20 37 07 04	ADD INSURED-OWNRS,LESSEES,CONT COMPL OPS
CG 24 04 12 19	WVR OF TRANS OF RIGHTS OF RECOVERY
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D2 11 01 04	DESIGNATED PROJECT(S) GEN AGGR LIMIT
CG D3 16 02 19	XTEND ENDORSEMENT FOR CONTRACTORS
CG D2 43 09 24	FUNGI OR BACTERIA EXCLUSION
CG D2 93 11 03	EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS
CG D3 22 10 20	EXCL-CLMS OR SUITS BY NAMED INSUREDS
CG D5 46 10 11	EXCL - ARCHITECT/ENG/SURVEY PROF SERV
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D9 41 09 22	EXCLUSION - PFAS
CG D9 44 01 23	EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS
CG F2 68 02 19	TX CHANGES-EMPL-RELATED PRACTICES EXCL
CG 21 54 12 19	EXCL-DESIG OPS CVRD BY A CONTROLLED IP
CG D0 76 01 25	EXCLUSION - LEAD
CG D1 42 02 19	EXCLUSION-DISCRIMINATION
CG D2 04 12 17	EXCL-EXTERIOR INSULATION & FINISH SYSTEM
CG D2 40 02 25	EXCLUSION -SILICA OR SILICA-RELATED DUST
CG T3 20 02 19	EXCL-ALL POLLUTION INJURY OR DAMAGE

GENERAL LIABILITY - CONTRACTORS (CONTINUED)

CG 01 03 06 06	TEXAS CHANGES
CG T0 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM
CG D9 48 01 23	EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS

INTERLINE ENDORSEMENTS

IL T3 68 01 21	FED TERRORISM RISK INS ACT DISCLOSURE
IL T4 05 05 19	DESIG PERSON, ORG-NOTICE PROVIDED BY US
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERT ACTS OF TERRORIS
IL T4 27 06 19	ADDITIONAL BENEFITS
IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 68 03 12	TEXAS CHANGES - DUTIES
IL 02 75 11 13	TX CHNG-CANC & NONRENEW PROV-CAS LINES

POLICYHOLDER NOTICES

PN T2 27 06 19	LOSS CONTROL SERVICES (TEXAS)
PN T1 94 12 21	IMPORTANT NOTICE - LEAD EXCLUSION
PN U1 93 11 21	IMPNOTICETX-EXCLSILICAORSILICARELTEDDUST

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 07/30/2026

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.

PRODUCER
Risk Services - Leavitt Insurance Agencies
2190 North Loop West #309
Houston TX 77018

CONTACT NAME: Stephanie Castle,CIC,ACSR,AINS
PHONE (A/C, No, Ext): (713) 581-2102 FAX (A/C, No): (866) 699-9142
E-MAIL ADDRESS: stephanie-castle@leavitt.com
PRODUCER CUSTOMER ID: 00013661

INSURED
C F McDonald Electric Inc
5044 Timber Creek Drive
Houston TX 77017

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Lloyds Insurance Company	41262
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 26-27 Inland Marine **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to remarks for project description

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	☐ PROPERTY CAUSES OF LOSS / DEDUCTIBLES ☐ BASIC / BUILDING ☐ BROAD / CONTENTS ☐ SPECIAL ☐ EARTHQUAKE ☐ WIND ☐ FLOOD				☐ BUILDING ☐ PERSONAL PROPERTY ☐ BUSINESS INCOME ☐ EXTRA EXPENSE ☐ RENTAL VALUE ☐ BLANKET BUILDING ☐ BLANKET PERS PROP ☐ BLANKET BLDG & PP	$ $ $ $ $ $ $ $
A	☒ INLAND MARINE CAUSES OF LOSS ☐ NAMED PERILS	TYPE OF POLICY: Inland Marine POLICY NUMBER: QT-630-B0428658-TLC-26	04/01/2026	04/01/2027	☒ Leased/Rented EQ ☒ Installation ea. site ☒ Install-temp storage ☒ Sch Owned Equip	$ 200,000 $ 3,000,000 $ 3,000,000 $ 231,660
	☐ CRIME TYPE OF POLICY					$
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: EMERGENCY GENERATOR REMOVAL & REPLACEMENT

CERTIFICATE HOLDER
City of College Station, Texas
1101 Texas Avenue
College Station TX 77840

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

AUTHORIZED REPRESENTATIVE
Stephanie Castle

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AGENCY CUSTOMER ID: 00013661

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Risk Services - Leavitt Insurance Agencies	C F McDonald Electric Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 **FORM TITLE:** Certificate of Property Insurance

The Installation coverage includes blanket automatic insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Inland Marine policy includes a blanket automatic waiver of subrogation provision that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The Installation coverage includes a blanket notice of cancellation to certificate holders endorsements, providing for 30 days' notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing address on file with the agent of the company.

The Inland Marine policy includes a blanket loss payee endorsement as their interest may appear.

Complete Named Insured:
C F McDonald Electric, Inc
McDonald Municipal and Industrial, A Division of C F McDonald Electric, Inc.
*

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b. Your Other Insurance

(1) Contributing Insurance

You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

(2) Excess Insurance

You may have excess insurance over the Limit(s) of Insurance set forth in this Coverage Part without prejudice to this Coverage Part. The existence of such insurance will not reduce our liability under this Coverage Part.

8. Policy Period

We cover loss or damage commencing with the inception date of the policy period shown in the Declarations and ending when any one of the following first occurs:

a. This policy expires or is cancelled;

b. Final acceptance of Covered Property by the owner;

c. Your interest in Covered Property ceases;

d. You abandon the Covered Property with no intention to complete it; or

e. When Covered Property has been put into use for other than testing purposes.

Coverage under this policy will not be extended by any guaranty or warranty or any maintenance or service contract.

9. Reinstatement Of Limit After Loss

The Reinstatement of Limit After Loss LOSS CONDITION in the COMMERCIAL INLAND MARINE CONDITIONS is replaced by the following:

Reinstatement Of Limit After Loss

With the exception of any applicable annual aggregate Limit of Insurance, the Limit of Insurance will not be reduced by the payment of any claim.

10. Transfer Of Rights Of Recovery Against Others To Us

The Transfer Of Rights Of Recovery Against Others To Us LOSS CONDITION in the COMMERCIAL INLAND MARINE CONDITIONS is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss or damage to impair them.

But you may waive your rights against another party in writing:

a. Prior to loss to Covered Property.

But this waiver does not apply to any contractor, manufacturer or supplier of machinery, equipment or other Covered Property that has agreed to make good loss or damage under a guaranty or warranty or a maintenance or service contract.

b. After a loss to Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance; or

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you.

This will not restrict your insurance.

11. Unintentional Errors In Description

Your error in how you describe any covered location will not prejudice coverage afforded by this policy, provided such error is not intentional. Any such error must be reported and corrected when discovered and appropriate premium charged.

12. Valuation

The Valuation GENERAL CONDITION in the COMMERCIAL INLAND MARINE CONDITIONS is replaced by the following:

Valuation

In the event of loss or damage, the value of Covered Property at the time of loss or damage will be determined as follows:

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CHANGE EFFECTIVE DATE: 06-18-25
CHANGE ENDORSEMENT NUMBER: 0005

POLICY NUMBER: QT-630-B0428658-TLC-26

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIG PERSON, ORG-NOTICE PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGES INCLUDED IN THIS POLICY

AMENDING IL T4 00 05 19 FORM, NAME & ADDRESS CONTINUED:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US
HOUSTON TX 77017

POLICY NUMBER: QT-630-B0428658-TLC-26 ISSUE DATE: 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** _____

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** _____

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZA ION O WHOM
(ON INUED ON I)

ADDRESS:
HE ADDRESS OF HA PERSON OR ORGAN
(ON INUED ON I)
X
HOUS ON
77017

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NAMED INSURED

This endorsement modifies insurance provided under the following:

INSTALLATION COVERAGE FORM

The following Additional Condition is added to Section E. - ADDITIONAL CONDITIONS:

Additional Named Insured

The following persons or organizations are included as Additional Named Insureds when you have agreed in a written contract or written agreement, executed prior to loss, to name such persons or organizations as an Additional Named Insured, but only to the extent of their financial interest in Covered Property:

a. Owners of Covered Property; and

b. Mortgagees or loss payees.

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EXHIBIT D
PLANS AND SPECIFICATIONS

If the plans and specifications from ITB No. 26-090 are not physically inserted here, then they are fully incorporated into this contract by reference.

SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, supervision, and coordination necessary to remove the existing emergency generator system and provide a complete, operational replacement at the City of College Station Electric Operations Building. The work includes:

- Disconnect and remove the existing generator. The existing generator shall be retained by the City and relocated or stored as directed. Disposal is not included.
- Furnish and install a new diesel emergency generator rated a minimum of 200 kW, 120/208V, three-phase, including all required controls, breakers, batteries and accessories.
- Replace one (1) 1200A service-entrance-rated automatic transfer switch and one (1) 400A non-service-entrance-rated automatic transfer switch.
- Furnish and install one (1) permanent 400A generator docking station.
- Furnish and install one (1) remote generator annunciator with dry-contact or relay outputs for SCADA status indication.
- Replace one (1) 400A Disconnect Switch with one (1) 400A Fused Disconnect Switch. Fuse size should be 225A.
- Replace all 600V cables and control wiring from generator to automatic transfer switches and disconnect switches.
- Add one (1) single phase 200A fused disconnect switch before transfer switch. Fuse size should be 175A.
- Provide all electrical installation work required to place the system into service.
- Provide temporary generator power as required during the replacement.
- Provide startup, commissioning, testing, coordination with City Operations, training, and closeout documentation.

EXHIBIT E
CONSTRUCTION SCHEDULE

Completion is expected within 190 days from Notice to Proceed.

EXHIBIT F
SCHEDULE OF VALUES

EXHIBIT F

BID PRICING SHEET
26-090
Emergency Generator Removal & Replacement
August 13, 2026 @ 2:00 p.m.

Line Item	Description	Unit	Quantity	Unit Price ($)	Extended Price ($)
1	Mobilization, permit coordination, supervision, and project management	LS	1	$ 20,000.00	$ 20,000.00
2	Remove existing emergency diesel generator system and relocate/store existing generator as directed by the City	LS	1	$ 6,000.00	$ 6,000.00
3	Furnish and install one (1) new diesel generator (minimum 200kW), including controls, breakers, batteries, battery charger, weatherproof enclosure, and all standard accessories	LS	1	$ 82,969.00	$ 82,969.00
4	Furnish and install one (1) 1200A, 120/208V, 3 phase, service entrance automatic transfer switch	LS	1	$ 35,000.00	$ 35,000.00
5	Furnish and install one (1) 400A, 120/208V, 3 phase, non-service entrance rated automatic transfer switch	LS	1	$ 10,000.00	$ 10,000.00
6	Furnish and install one (1) 400A disconnect switch, including 225A fuses	LS	1	$ 3,000.00	$ 3,000.00
7	Furnish and install one (1) 200A single-phase fused disconnect, including 175A fuses	LS	1	$ 2,000.00	$ 2,000.00
8	Furnish and install all required 600V power cables, control wiring, conduit modifications, electrical terminations, support, and associated electrical installation between the generator, transfer switches, and disconnect switches	LS	1	$ 20,000.00	$ 20,000.00
9	Furnish and install one (1) permanent 400A generator docking station including cam-lock connectors, enclosure and associated wiring	LS	1	$ 8,000.00	$ 8,000.00
10	Furnish and install one (1) remote generator annunciator including dry contact/relay outputs, SCADA interface wiring, configuration, testing, and verification	LS	1	$ 1,000.00	$ 1,000.00
11	Provide temporary generator power during construction including temorary generator, connections, installation, fuel, operation, maintenance, removal, and restoration	LS	1	$ 500.00	$ 500.00
12	Factoy startup, commissioning, acceptance testing, NFPA 110 load testing, operational training, and coordination with city operations	LS	1	$ 1,000.00	$ 1,000.00
13	Project closeout docmentation including equipment submittals, as-built drawings, operation and maintenance manuals, startup reports, test reports, warranties, and final documentation	LS	1	$ 1,000.00	$ 1,000.00
	Total			$ 190,469.00	$ 190,469.00

McDonald Municipal & Industrial A Division of C.F. McDonald Electric, Inc.
CONTRACTOR'S BUSINESS NAME

INTENT TO AWARD BID TABULATION
26-090
Emergency Generator Removal & Replacement
August 13, 2026 @ 2:00 p.m.

				Certification of Bid	Y	Y	Y	Y
				Bid Bond	Y	Y	Y	Y
				Sub-Contractor Experience	Y	N	Y	Y
				References	Y	N	Y	Y
					C.F. McDonald	Teal Services, LLC	TMI, llc	Britt Rice Elec
		Unit	QTY		Extended Price	Extended Price	Extended Price	Extended Price
1	Mobilization, permit coordination, supervision, and project management	LS	1		$ 20,000.00	$ 15,000.00	$ 20,000.00	$ 18,786.00
2	Remove existing emergency diesel generator system and relocate/store existing generator as directed by the City	LS	1		$ 6,000.00	$ 5,000.00	$ 2,500.00	$ 13,002.00
3	Furnish and install one (1) new diesel generator (minimum 200kW), including controls, breakers, batteries, battery charger, weatherproof enclosure, and all standard accessories	LS	1		$ 82,969.00	$ 78,300.00	$ 156,244.00	$ 192,275.00
4	Furnish and install one (1) 1200A, 120/208V, 3 phase, service entrance automatic transfer sw	LS	1		$ 35,000.00	$ 29,600.00	$ 38,000.00	$ 56,560.00
5	Furnish and install one (1) 400A, 120/208V, 3 phase, non-service entrance rated automatic tra	LS	1		$ 10,000.00	$ 6,000.00	$ 4,791.00	$ 17,184.00
6	Furnish and install one (1) 400A disconnect switch, including 225A fuses	LS	1		$ 3,000.00	$ 2,500.00	$ 3,000.00	$ 5,615.00
7	Furnish and install one (1) 200A single-phase fused disconnect, including 175A fuses	LS	1		$ 2,000.00	$ 2,500.00	$ 1,500.00	$ 2,512.00
8	Furnish and install all required 600V power cables, control wiring, conduit modifications, electrical terminations, support, and associated electrical installation between the generator, transfer switches, and disconnect switches	LS	1		$ 20,000.00	$ 55,000.00	$ 52,000.00	$ 74,565.00
9	Furnish and install one (1) permanent 400A generator docking station including cam-lock connectors, enclosure and associated wiring	LS	1		$ 8,000.00	$ 13,860.00	$ 6,034.00	$ 13,681.00
10	Furnish and install one (1) remote generator annunciator including dry contact/relay outputs, SCADA interface wiring, configuration, testing, and verification	LS	1		$ 1,000.00	$ 2,200.00	$ 1,500.00	$ 3,793.00
11	Provide temporary generator power during construction including temorary generator, connections, installation, fuel, operation, maintenance, removal, and restoration	LS	1		$ 500.00	$ 2,500.00	$ 5,000.00	$ 18,756.00
12	Factoy startup, commissioning, acceptance testing, NFPA 110 load testing, operational training, and coordination with city operations	LS	1		$ 1,000.00	$ 6,200.00	$ 1,500.00	$ 23,640.00
13	Project closeout docmentation including equipment submittals, as-built drawings, operation and maintenance manuals, startup reports, test reports, warranties, and final documentation	LS	1		$ 1,000.00	$ 5,500.00	$ 500.00	$ 3,000.00
				Total	$ 190,469.00	$ 224,160.00	$ 292,569.00	$ 443,369.00

Five responses received, four responses were deemed complete and responsive.

September 24, 2026
Item No. 7.10.
Contract with Computer Solutions for cloud migration of phones to Cisco's Webex

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a three-year contract with Great South Texas Corp dba Computer Solutions for cloud migration of the City's phone system to Cisco's Webex system, not to exceed $599,499.69.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

Recommendation(s): CIO recommends approval

Summary: The City's current phone system relies on on-premise infrastructure and Frontier as the telephone service provider. This approach has required the City to maintain and periodically replace on-site server hardware supporting the phone system, with current equipment now reaching end of life and in need of replacement. Migrating to Cisco Webex's cloud-based solution will move the phone system off on-premise infrastructure, reducing reliance on aging hardware and the associated maintenance and replacement costs. The cloud solution is expected to provide greater system stability and reliability, along with additional functionality not available under the current on-premise setup. Both Brazos County and City of Bryan have already migrated to Cisco Webex. The contract is for recurring hosting and licensing for $176,270.02 annually for the first three years. This service would replace expiring Cisco contracts and Frontier phone lines, with cloud hosting costs being only $21,744.14 more than the current set-up. The contract includes $70,689.63 for one-time costs of migration services and hardware upgrades. This is about $10,000 less than what IT expects replacing the current servers without migration would be.

Budget & Financial Summary: One-time costs will be coming from the IT Replacement Fund and recurring costs will be coming from the IT Software Maintenance Fund.

Attachments:
1. Contract

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300786 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Three Year Cisco Phone System License Agreement

Name of Contractor: Great South Texas Corp dba Computer Solutions

CONTRACT TOTAL VALUE: $ 599,499.69 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

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

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

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

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

Funding Account: 10011270-5206

*(If required)**

CRC Approval Date*: 8.20.2026 **Council Approval Date*:** 9.24.2026 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Sam Rivera — 9/16/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 9/16/2026
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

Updated 8/18/2026

TECHNOLOGY SERVICES CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and **Great South Texas Corp dba Computer Solutions**, a Maryland Corporation (the "Consultant"), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I
SCOPE OF SERVICE

1.01 This Contract is for Cisco Webex Calling (WXC) in the cloud (the "Project"). The scope and details of the work to be provided to the City by Consultant for the Project are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference (the "Work"). Consultant agrees to perform or cause the performance of all the work described in **Exhibit "A."** City acknowledges that Consultant is a reseller of the solution and not the actual provider of the solution. The Cisco Webex Calling (WXC) solution is cloud hosted by Cisco Systems, Inc. City further understands that Consultant is responsible for the resale of software, hardware, and integration services and not the actual provider of the service. The contracts being the Texas Department of Information Resources Agreements (DIR-CPO-5034; DIR-CPO-5347 for staff migration to WXC professional services) its Exhibits, and applicable Addenda (collectively, the "DIR Contract") is incorporated by reference into the terms and conditions of this Contract, and in the event of conflict between the terms of this Contract and the DIR Contract, the applicable DIR Contract shall govern.

1.02 Consultant agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit "B"** to this Contract for the Work performed by Consultant. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

ARTICLE II
PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all Work to be performed under this Contract may not, under any circumstances, exceed **FIVE HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED NINETY-NINE and 69/100 DOLLARS ($599,499.69)**.

ARTICLE III
CHANGE ORDERS

3.01 The City may from time to time request changes in the scope and focus of the Work to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that

in the opinion of Consultant, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City's Project Manager.

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

(b) 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, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds $50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding $50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and

(c) **Any request by the Consultant for an increase in the Scope of Work and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such work or the right to payment for such additional work shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such Work is additional to the Scope of Work included in this Contract, the Consultant agrees to continue providing on a timely basis all work to be provided by the Consultant hereunder, including any Work as to which there is a dispute.

ARTICLE IV
TIME OF PERFORMANCE

4.01 Except as provided in Article XI hereinbelow, the term of this Contract shall be for three (3) years from the effective date of this Contract. If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate. In the event of early termination, City acknowledges that Cisco Webex Services will cease and City will be without a functional phone calling solution.

4.02 Time is of the essence of this Contract. The Consultant shall be prepared to provide the Work in the most expedient and efficient manner possible in order to complete the work by the times specified.

4.03 Consultant promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the Work to be performed. The Work of Consultant under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

ARTICLE V
INDEPENDENT CONTRACTOR AND NONSOLICITATION

5.01 Independent Contractor. In all activities or work performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant, as an independent contractor, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the Work on the Project. The Consultant shall have ultimate control over the execution of the Work under this Contract. The Consultant 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 Consultant or any of the Consultant's subcontractors except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the Scope of Work contained herein and approved by the City.

5.02 Nonsolicitation. Consultant recognizes and understands that it will be interacting with City employees when performing Work under this Contract, and that it may cause irreparable harm to the City should one or more City employees perform work for Consultant either directly or indirectly. Because of this, Consultant agrees that it shall not directly or indirectly, personally or through others, solicit or encourage, or attempt to solicit or encourage on Consultant's own behalf or on behalf of any other person or entity for hire or use the work of any employee or other consultant of the City or any of City's agents or officials. Consultant agrees to adhere to this requirement for a minimum of one year following termination of this Contract. This provision shall survive termination of this Contract.

ARTICLE VI
AUTHORIZATION

6.01 The City shall direct Consultant to commence Work on the Project by sending Consultant a "letter of authorization" to begin Work on the Project.

6.02 Upon receipt of the letter of authorization to begin Work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions, methodologies and expectations; devising the criteria to be met for both interim goals and final completion of the Work.

6.03 Consultant shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Consultant shall be an independent consultant at all times and is not to be considered either an agent or an employee of the City.

ARTICLE VII
WARRANTY

7.01 As an experienced and qualified professional, Consultant warrants that the Work provided by Consultant reflects high professional and industry standards, procedures, and performances. Consultant warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other work under this Contract, pursuant to a high standard of performance in the field in which Consultant works. Consultant warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the work pursuant to this Contract. Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's Work products prepared by Consultant, its employees, associates, agents, or subconsultants.

7.02 Consultant shall keep the City informed of the progress of the Work and shall guard against any defects or deficiencies in its work.

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable Work. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any Work found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable Work.

7.04 Consultant's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business.

ARTICLE VIII
INDEMNIFICATION AND RELEASE

8.01 Indemnity. The Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees, volunteers and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Consultant, any of its subconsultants of any tier, or of any

employee or invitee of Consultant or of any such subconsultants, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Consultant or by any such subconsultants of any tier, under this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

8.02 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 8.01, 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.

8.03 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, volunteers and employees (collectively "City Parties") from all claims, demands, and causes of action of every kind and character, except Gross Negligence by City Parties, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE IX
INSURANCE

9.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below**:**

9.02 Types. During the term of this Contract Consultant'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.

9.03 Certificates of Insurance. For each of these policies, the policy shall be endorsed to show the Consultant's insurance coverage as primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, on the most current State of Texas Department of Insurance-approved forms, attached hereto as **Exhibit C**, and approved by the City *before* work commences.

9.04 Additional Insurance. The Consultant shall include all subconsultants as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subconsultant. Coverages for subconsultants shall be subject to all requirements stated herein.

9.05 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 City, its officials, agents, employees, and volunteers.

9.06 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 City's review and acceptance.

(e) The City 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 City.

9.07 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.

9.08 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.

9.09 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 $100,000 unless otherwise agreed in writing by both parties. Financial statements shall be furnished to the City upon request.

(c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy 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.

9.10 Cyber Liability. Minimum limits of $2,000,000 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.

ARTICLE X
TECHNOLOGY REQUIREMENTS

10.01 Cloud Provider. City acknowledges that Consultant is a reseller of the solution and not the actual provider of the solution. The Cisco Webex Calling (WXC) solution is cloud hosted by

Cisco Systems, Inc. City further understands that Consultant is responsible for the resale of software, hardware, and integration services and not the actual provider of the service. When some or all of the Consultant's Work involve being a Cloud Provider, the following shall apply, City acknowledges that nothing in section 10.01 applies to Consultant as Consultant is not the Cloud Provider:

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

i. Data Classification and privacy;

ii. Security training and awareness;

iii. Systems administration, patching and configuration;

iv. Incident response;

v. Managing workstations, mobile devices and antivirus applications;

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

vii. Audit and testing schedules;

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

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

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

xi. Disclosure of previous data breaches; and

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

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

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

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

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

iv. Having all servers providing work to the City solely physically located within the continental United States of America. City acknowledges that Consultant does not control this and has inserted a comment to explain the

capabilities of the system. Consultant must house all servers and equipment in an operational environment meeting industry standards including a climate-controlled room with a fire and security hazard detection system and a network and electrical redundancy system, including backup Uninterruptable Power Supply (UPS) and automatic fail-over stand-by generators and physical security.

(c) Data Breach.

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

1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
2. Promptly implement necessary remedial measures; and
3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to make changes in business practices in providing the work, if necessary.

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

1. Bear any costs associated with the investigation and resolution of the data breach
2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;
3. Engage a credit monitoring service or identity protection service;
4. Publish a website or toll-free number and call center for affected individuals as required by state or federal law;
5. Complete all corrective actions as reasonably determined based on root cause; and
6. Send the City written findings and remedial measures from the data breach.

(d) Preventive Security Procedures. Consultant must:

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

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

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

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

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

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

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

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

(e) Disaster Recovery. Consultant must comply with any and all City disaster recovery and resiliency protocols to prevent system interruption. In the event of system breach, Consultant shall notify the City and restore the system within twenty-four (24) hours from discovery of breach.

(f) Closeout.

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

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

iii. Data Removal. At the City's request upon Agreement expiration or termination, the Consultant must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data

remaining on Consultant's servers to the extent possible based on the then-current technology available. Consultant must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Consultant will not otherwise delete the City's data without City's prior written consent.

10.02 Premise Solutions. When some or all of the Consultant's Work involve providing Premise Solutions, the following shall apply:

(a) Requirements: Contract must:

i. Provide the City with its security architecture. The security architecture must at a minimum meet applicable laws and the latest Cybersecurity Framework for Improving Critical Infrastructure from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;

ii. Have data access limited to only required support service;

iii. Evidence of background checks that support security of the City's sensitive or confidential information;

iv. Notify the City within twenty-four (24) hours when any patches resulting from security vulnerability and threats become available;

v. Provide City with all applicable security assessments, audits and certifications related to system security annually;

vi. Train City staff on security-related procedures regarding system operation and maintenance; and

vii. Take all necessary measures to protect the City's data and data encryption when applicable.

(b) Data Breach.

i. **Notice.** Consultant must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident that reasonably could be considered a direct result of this agreement. Consultant must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Consultant will follow all necessary Federal and State requirements.and may include:

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

2. Promptly implement necessary remedial measures; and

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

ii. **Consultant Agreement Breach.** If a data breach results from Consultant's breach of this Agreement, Consultant will follow all necessary Federal and State requirements and must:

1. Bear any costs associated with the investigation and resolution of the data breach;
2. Complete all corrective actions as reasonably determined based on root cause; and
3. Send the City written findings and remedial measures from the data breach.

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

10.03 Background Checks. The Consultant agrees to assume all responsibility for and to perform background checks on all its employees, agents and assigns working on the Project. Such background checks include but are not limited to, criminal records and civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records reports, and verifications of employment, and education. This must be done prior to such individuals commencing their work on the Project. To the extent allowed by law, Consultant agrees to produce any and all background checks information as described herein when requested to the City. To the degree allowed by applicable law, City agrees to keep such information confidential.

10.04 Change Management. Any major change to the system shall be authorized and approved by the City. The changes will follow the change management process outlined by the City and in accordance with this Contract. All enhancements and upgrades shall be included in the change management scope of work. All changes will be reasonably tested by the vendor in accordance with the requirements of the City. All major upgrades with exception to emergency upgrades, such as to address a vulnerability, will be scheduled on a calendar and back-out plans presented to the City.

10.05 Work Completion. Unless explicitly provided for otherwise in this Contract or expressly mutually agreed upon by the parties in writing, the Work will be considered complete when it functions in the City's current technology environment.

ARTICLE XI
TERMINATION

11.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the work performed. In the event that the City terminates this Contract for convenience, the City shall pay Consultant for the work performed and expenses incurred prior to the date of termination.

11.02 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City or because of any breach of contract by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XII
MISCELLANEOUS TERMS

12.01 Venue and Applicable Law. 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.

12.02 Notices. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

CITY:

City of College Station

Attn: Isaias Hernandez

P.O. Box 9960

College Station, Texas 77842

ihernandez@cstx.gov

CONSULTANT:

Great South Texas Corp dba

Computer Solutions

Attn: Legal

14410 Wurzbach Parkway, Suite 175

San Antonio, TX 78216

contracts@comsoltx.com

12.03 Performance of Work. Consultant, its employees, associates or subconsultants shall perform all the Work hereunder. Consultant agrees that all of its associates, employees, or subconsultants who work on this Project shall be fully qualified and competent to do the Work described hereunder. Consultant shall undertake the Work and complete it in a timely manner.

12.04 Compliance. The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Consultant may not knowingly obtain the labor or work of an unauthorized alien. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

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

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

12.07 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.

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

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

12.10 Bound by Terms. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

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

12.12 No Boycott Israel. To the extent this Contract is considered a contract for goods or work subject to §2270.002 Texas Government Code, Consultant verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

List of Exhibits

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

GREAT SOUTH TEXAS CORP DBA COMPUTER SOLUTIONS

By: Tyler Cook

Printed Name: Tyler Cook

Title: Account Executive

Date: 9/16/2026

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

_____

City Attorney

Date: _____

_____

Assistant City Manager/CFO

Date: 9/16/2026

Exhibit A
Scope of Work

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.



STATEMENT OF WORK

City of College Station

Staff Migration to WXC

Submitted By: Tyler Cook, Account Executive
Version: 6.26.2022
CW Contract: 17207

14410 Wurzbach Parkway, Suite 175, San Antonio, Texas 78216 | office: 210.369.0300 | fax: 210.369.0389

AGREEMENT

This Statement of Work (SOW) is by and between Computer Solutions and City of College Station (Customer) and is pursuant to the DIR-CPO-5347 between Computer Solutions and City of College Station. This SOW defines the services and deliverables, if any, to be provided to City of College Station.

PROJECT OVERVIEW

EXECUTIVE SUMMARY

Computer Solutions will migrate customers from Cisco Communication Manager (CUCM) to Cisco Webex Calling (WXC) in the cloud. Existing migration consists of all staff, department numbers, contact center numbers, and excludes Analog infrastructure which will continue to be supported by CUCM and migrated in future phases not related to this scope.

SCOPE OF WORK

The following Scope of Work is based on our current understanding of Customer's requirements, expectations, and the functionality of their current environment. Any deviations from this Scope of Work could result in a Project Change Request.

Consideration and Customer Responsibilities:

1. Computer Solutions will export and provide a listing of all known Direct Inward Dial (DID) numbers currently configured and in use within Cisco Communications Manager for the purpose of supporting the customer's identification of numbers requested for porting.
2. Customer shall provide, at a minimum, a valid Customer Service Record (CSR), a recent billing statement that includes the parent Billing Telephone Number (BTN), and a complete and accurate list of all DIDs requested for porting. The DID list must include all active numbers as well as any numbers associated with the BTN they are not using today but are electing to include in the porting request.
3. The hours associated for the porting effort is structured around a single port date for a single BTN and its associated DID inventory. This structure is predicated on the understanding that the customer utilizes a single telephony service provider, that all numbers terminate at a single physical primary customer location, and that all numbers are associated to a single Billing Telephone Number (BTN).
4. Customer is solely responsible for identifying and disclosing any conditions that deviate from this structure, including, without limitation, the existence of additional BTNs, multiple service locations, inactive numbers that may require activation by the service provider prior to porting, or numbers no longer owned or controlled by the customer that should be removed from the porting request. Deviations identified prior to execution of the Statement of Work (SOW) may result in adjustments to scope and effort requiring updated SOW and signatures. Deviations identified after execution of the SOW shall be addressed through a Project Change Request (PCR) and shall require customer approval of any associated additional billable time.
5. In the event that number porting cannot be approved due to inaccurate, incomplete, or inconsistent information provided by the customer, a Project Change Request (PCR) shall be required to authorize the additional billable hours necessary to remediate the issue and obtain an approved porting date.
6. If Customer requires multiple porting dates, each additional porting event shall be treated as a scope change and shall require approval through a Project Change Request (PCR), including approval of any additional billable hours incurred.
7. Analog Excluded
    a. Currently, migration of analog to the cloud is not represented in this scope of work. Customer is determining what Analog is required for long term use and will look at what devices they would need to purchase to register them with the cloud (pricing will be provided for a variety of port capacity).
8. Unsupported phone types
    a. Cisco 7936 - Qty 2 Not registered (last reg date 5/2025, 11/2023).
    b. No replacement is quoted based on registration date.

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c. Cisco 7936 SEP0004F2E5B7A6 PWSADMIN-Public Works Conf Rm 204 3622

d. Cisco 7936 SEP0004F2E5B815PWSADMIN-Public Works Conf Rm 205 3739"

9. Unsupported phone types

a. Cisco 7962 - Qty 2 Not registered (last reg date 12/2023).

b. No replacement is quoted based on registration date.

c. Cisco 7962 SEP1C1D86C4F20E PDSQUART-Sp Ops Team Leader 3214PD_DP

d. Cisco 7962 SEP1CE85DC94C8D PDSQUART-Northgate PD Substation#2 3761 PD OTIS_DP"

10. Unsupported phone types

a. Cisco 8831 - Qty 8 are showing no registration date known, therefore we are not including replacement quotes for these.

b. Cisco 8831 SEPAC44F2160A62 ELEADMIN-CSU Training Classroom 6350 USC_DP

c. Cisco 8831 SEPAC44F2160A82 ITSADMIN-IT Conference Room 5055 OTIS_DP

d. Cisco 8831 SEPAC44F2168C48 FDSADMIN-Fire Station 1 Conference 3702 OTIS_DP

e. Cisco 8831 SEPAC44F2168D48 FINADMIN-Admin Conf Room #2 3401 CH_DP

f. Cisco 8831 SEPAC44F2169522 FDSADMIN-Fire Station 2 Conference 3715 OTIS_DP

g. Cisco 8831 SEPAC44F216B801 FDSADMIN-Fire Station 6 Conference 6300 CH_DP

h. Cisco 8831 SEPAC44F216B9DE FDSADMIN-Fire Station 4 Conference 6366 OTIS_DP

i. Cisco 8831 SEPAC44F216BA8C FDSADMIN-Fire Station 5 Conference 6300 USC_DP"

11. Unsupported phone types

a. Cisco 8831 - Qty 2 are showing no registration since 2023 and 5/2025, therefore we are not including replacement quotes for these.

b. Cisco 8831 SEPAC44F21693EE FDSADMIN-Fire Admin Conference 3762 OTIS_DP 5/21/25 2:36

c. Cisco 8831 SEPAC44F217B9AD LGLLEGAL-City Attorney Conference Room 3825 CH_DP 5/16/23 0:53

12. Unsupported phone types

a. Cisco 8831 - Qty 4 are showing registered - we are quoting 8832 to replace these and they are in the license considerations.

b. Phone Type MAC Description DP Last Registered

c. Cisco 8831 SEPAC44F216B60A FDSADMIN-Fire Station 3 Conference 3866 USC_DP Now

d. Cisco 8831 SEPAC44F2182E74 HRSADMIN-HR Conference RM 3418 CH_DP Now

e. Cisco 8831 SEPAC44F219C566 ELEADMIN-CSU Training Conference Phone 6317 ELEC USC_DP Now

f. Cisco 8831 SEPAC44F21AE870 PWSSGNLS - Traffic Control Center 2604 OTIS_DP Now"

13. Unregistered phones

a. Cisco 8851 - Qty 9 with no known registration date, compatible but may not be in use. These phones are not considered in any licensing considerations.

b. Cisco 8851 SEP00EBD5D4126C ELEADMIN-Greens Prairie Substation 3685 USC_DP Never

c. Cisco 8851 SEP00EBD5D45ACE PDSQUART-Admin Conference Room 6357 PD_DP Never

d. Cisco 8851 SEP00EBD5D48656 FINBUDGT-Budget ConfRm 3577 BDGTP CH_DP Never

e. Cisco 8851 SEP00EBD5D48F2C WTRWWTRT-Carter Creek WWTP Conf Rm 3665 OTIS_DP Never

f. Cisco 8851 SEP0CD0F84A2264 FINADMIN-ConfRoom1 Fiscal 3820 FSCLA CH_DP Never

g. Cisco 8851 SEP2C31246C7948 PWSFLTPT-Public Works Parts 5086 FLEET PD_DP Never

h. Cisco 8851 SEP2C31246CF61E FINBUDGT- Budget Ronald Harmon 3568 ACCTGCH_DP Never

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i. Cisco 8851 SEP2C31C246CF7F SEP2C31C246CF7F CH_DP Never

j. Cisco 8851 SEPC444A03EECCC PDSENGIN-CIP 3872 OTIS_DP Never

14. Unregistered phones

a. Cisco 8851 - Qty 16 with last known registration date in 2022, 2023, 2024, compatible but may not be in use.

b. These phones are not considered in any licensing considerations.

c. Cisco 8851 SEP00778DADA926 FDSSUPRS- Fire Station 6 CH_DP 6/30/22 3:44

d. Cisco 8851 SEP00EBD5D4756E FDSSUPRS-Fire Station 3 Community Rm 3866 USC_DP 8/16/23 8:23

e. Cisco 8851 SEP00EBD5D55526 temp 3601 CH_DP 4/5/24 9:10

f. Cisco 8851 SEP00EBD5DA0C24 ITSADMIN-Comms Test Phone 8005 COMM OTIS_DP 5/22/23 8:39

g. Cisco 8851 SEP00EBD5DA50B6 ELEADMIN-Metering Bench 3454 ELECT USC_DP 4/4/23 0:06

h. Cisco 8851 SEP00EBD5DA5262 temp 3603 CH_DP 4/29/24 5:46

i. Cisco 8851 SEP2C31246CF5FC WTRWWTRT-Operator Phone #3 3665 WWTRT OTIS_DP 2/29/24 2:17

j. Cisco 8851 SEP2C31246CFF6A WTRWWTRT-Greg Luther #1 3665 WWTRT OTIS_DP 2/14/23 1:07

k. Cisco 8851 SEP44643CF55B4E PDSQUART- 2682 PD_DP 8/14/24 11:16

l. Cisco 8851 SEP700B4F9C3FBC FDSSUPRS- Fire Station 6 CH_DP 12/9/24 1:46

m. Cisco 8851 SEP700B4F9CF72E ELEADMIN- 6280 USC_DP 2/7/24 9:40

n. Cisco 8851 SEPB6C8D6A598CC PDSQUART-James Habeeb 3635 PD_DP 5/13/24 5:05

o. Cisco 8851 SEPC444A03EF130 ITSADMIN-Tech Service Intern 4607 MGTNF CH_DP 8/15/24 0:28

p. Cisco 8851 SEPC444A03EF202 WTRWWTRT-3653 WWTRT OTIS_DP 5/24/23 3:21

q. Cisco 8851 SEPC444A03EF20E temp 3602 CH_DP 4/16/24 1:46

r. Cisco 8851 SEPC444A03F8396 WTRWWTRT-David Olivarez 6336 WWTRT OTIS_DP 6/3/24 2:33"

15. Registered phones compatible with Webex Calling "All of the following phones are supported for migration to Webex Calling and have been included in license considerations.

a. Cisco 8851 - Qty 694 Currently Registered

b. Cisco 8851 - Qty 6 Last registered in 2026

c. Cisco 8851 - Qty 18 Last registered in 2025

d. Phone Type MAC Description DP Last Registered

e. Cisco 8851 SEP00EBD5D45730 LGLLEGAL-Adam Falco 3746 LEGAL CH_DP 1/30/26 6:27

f. Cisco 8851 SEP00EBD5D465E4 PDSQUART-Corporal PD 3588 PD_DP 10/21/25 10:45

g. Cisco 8851 SEP00EBD5DA21F0 PKSADMIN- 6214 PKARD OTIS_DP 1/6/26 1:06

h. Cisco 8851 SEP00EBD5DA2468 ELEADMIN-CSU Substation 3448 ELECT USC_DP 10/22/25 9:48

i. Cisco 8851 SEP00EBD5DA8B82 PKSWESTD-Charles Harris 3728 OPWST OTIS_DP 5/13/25 8:13

j. Cisco 8851 SEP0CD0F84A1196 PWSADMIN- 3508 OTIS_DP 1/30/26 4:48

k. Cisco 8851 SEP1096C6D1AEF8 HRSADMIN-Hannah Morrison 8036 CH_DP 1/30/26 5:24

l. Cisco 8851 SEP2C31246CEE72 PDSQUART-ROOM 1, CID WAR 6230 PD_DP 7/14/25 10:26

m. Cisco 8851 SEP2C31246CF754 PDSPLANN- Christine Leal 3826 PLANNING CH_DP 11/20/25 5:01

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n. Cisco 8851 SEP2C31246CF7FC ITSADMIN-Wellness Room 8000 CH_DP 9/12/25 7:02
o. Cisco 8851 SEP700B4F9C7EAC AUDAUDIT-3684 OTIS_DP 8/28/25 6:42
p. Cisco 8851 SEP700B4F9C82FE AUDAUDIT-6217 ACCT OTIS_DP 8/28/25 8:18
q. Cisco 8851 SEP700B4F9C9F66 PKSWESTD-Ops/West District Crew 3718 OTIS_DP 5/13/25 8:14
r. Cisco 8851 SEP700B4F9CBE94 PWSADMIN-Public Works Secondary 3690 OTIS_DP 7/10/25 9:23
s. Cisco 8851 SEP700B4F9CF74C CSDADMIN- 3821 CH_DP 5/29/25 6:15
t. Cisco 8851 SEP7018A7BC2844 testing CH_DP 1/21/26 2:16
u. Cisco 8851 SEPC444A03EDC3A CSOCTYSC-Maria Hernandez 5016 CYSEC CH_DP 1/30/26 8:00
v. Cisco 8851 SEPC444A03EED8A PKSAQUAT-Hallaran Pool 3787 PARD OTIS_DP 8/12/25 2:50
w. Cisco 8851 SEPC444A03EF120 PKSRECAD- 3540 PKSRS OTIS_DP 9/2/25 2:43
x. Cisco 8851 SEPC444A03EF200 PKSLINCN-Lincoln Ctr First Aid Off. 3779 OTIS_DP 10/22/25 10:15
y. Cisco 8851 SEPC444A03F8496 PKSRECAD-3877 PKREC OTIS_DP 8/22/25 6:24
z. Cisco 8851 SEPCCB6C8D6A5B0 PDSQUART-Sekret Higgings PD 6276 PD_DP 5/27/25 3:37
aa. Cisco 8851 SEPCCB6C8D6A8EC PDSQUART-6359 PD_DP 10/21/25 2:29
bb. Cisco 8851 SEPF8A73ACE5E66 ITSADMIN-Comms Test Phone 8004 COMM PD_DP 8/28/25 8:17
cc. There are two registered 3rd party SIP devices. The third does not show registration since 4/2022.

16. Webex Calling has specific restrictions for Webex Calling registration.

	Phone Type	MAC	Description	DP	Protocol	Reg Status
b.	1. Third-party SIP Device (Advanced)	SEP001B21E1A83B	PDSQUART-QSYS 3135	PD_DP	SIP	Registered
c.	2. Third-party SIP Device (Basic)	SEP00607405CDA2	PDSQUART-QSYS 3137	PD_DP	SIP	Registered
d.	3. Third-party SIP Device (Basic)	SEP00905E1C62C7	ELEADMIN - CSU Auditorium 6346	USC_DP	SIP	Last Reg 4/2022"

MILESTONE 1 – PLANNING

Tasks

Title	Description	Location
Project Kick-Offs	• Conduct a kickoff meeting with the Computer Solutions Project Team to discuss project architecture/design, Customer expectations, timeline, and project schedule. • Conduct a Customer facing kickoff meeting with the Customer to discuss scope, schedules, risks, roles, expectations, and logistics.	Remote
Re-occurring Meetings	Participate in re-occurring meetings, such as team meetings, client meetings, project status updates, etc.,	Remote
Environment Validation	Review Customer's current environment, as related to the project scope, and review Customer-provided documentation.	Remote
Create/Update Documentation	Create/Update Standard project documentation deliverables. • Test Plan • Method of Procedure • Preinstallation Requirements	Remote

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Deliverables

Title	Description
Test Plan	Verifies the implementation meets the identified requirements.
Method of Procedure (MOP)	A high-level overview of the maintenance windows including task breakdowns, the estimated time to complete tasks, and rollback plan.
Preinstallation Requirements	A cutsheet to provide to Customer for gathering IP addresses, hostnames, licensing, and other pertinent information to facilitate this project.

Customer Requirements

- Customer will provide current IT environment documentation that is applicable to the project requirements at the end of the Customer Kickoff Meeting or before Discovery begins. Examples include network and voice diagrams, call center scripts, system configurations, etc. When applicable, documentation will include user account, relevant IP addresses, and administrative passwords.

Location

All tasks will be performed remotely.

MILESTONE 2 – CONFIGURATION AND STAGING

Tasks

Title	Description	Location
Call Flow Validation and Test Plan Approval	Conduct a one (1)-hour informal session with Customer to show the intended call flow to be built based on the existing CCX call flow including callback. A standard test plan will be shared for Customer to approve and/or provide updates to additional testing desired. • Note: Test plans processed for WebEx Contact Center are inclusive of common daily activity by agent, supervisor, and administrator that confirm a successful deployment. As the Cisco WebEx Cloud has a robust backend designed for concurrent calls matching the on-premises system it is assumed that maximum number of calls incoming concurrently to queue would be successful. Stress testing of concurrent calls will not be performed during this project. Currently Webex Contact Center has a 99.999% SLA for uptime which equates to approximately six (6) minutes of downtime per year.	Remote
Firewall Configurations	Configure firewall based on WebEx Calling requirements. • Option 1: This can be based with URL filtering, configure the firewall to allow the Webex Calling destination URLs. • Option 2: If the firewall doesn't support URL/domain filtering, then the firewall will be configured to filter traffic using IP address ranges and ports as listed in the IP Addresses and Ports for Webex Calling Services. Reference • https://help.webex.com/en-us/article/b2exve/Port-Reference-Information-for-Cisco-Webex-Calling	Remote
WXC Tenant Configurations	Configure customer organization in admin.webex.com (control hub) to prepare for migration. • Configure LDAP integration (MS or Azure) • Configure auto license assignment profiles in WebEx. Populate customer configurations in admin.webex.com (control hub) based on existing configurations in CUCM. • Hunt Pilots with corresponding Ring Groups • Auto Attendants based on existing configurations (audio files and configuration pulled from existing CUCxN)	Remote
RedSky Configurations	Assist Customer with the creation of their tenant in RedSky. Post-assistance, configure locations with sub locations. Locations can be based on a variety of methods with most common examples being: • Subnet - Allows phone location to be automatically updated if moved. • BSSID - Allows location to be automatically updated when moved. • Device MAC - Allows most granular location information (Address/Bldg/Office 101). Requires strict control by organization as location will not update automatically when phone is moved. Consider restricting Device MAC to the network port located in the associated office location only and/or internal	Remote

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	policy requiring phones to be moved by IT to ensure location updates are not missed. Considerations: • Customer is required to review "IMPORTANT - 911 regulatory compliance Information" located in the SOW as well as corresponding regulations referenced to ensure an understanding of how granular a location provided to PSAP during a 911 call should be.	
WXCC Tenant Configurations	Configure WXCC Scripting Based on existing CCX scripting in place today. Includes time to process initial testing.	Remote
WXCC Reporting Configurations	Configure WXCC Reporting Based on existing CUIC reporting in place today.	Remote
Pre-Production Testing	Provide Customer's IT Team with test phone numbers, a portion of the Test Plan to follow, and guidance on testing. This testing is requested to be done within a two (2) business day timeframe. Up to three (3) phones and three (3) softphones will be configured and provided to support this testing. Testing includes common functions including inbound calls to Auto Attendants, Hunt Pilots, End Users, Voicemail, and e911 location (physical phones and remote softphone users). Customer is requested to report any testing that is not successful to Computer Solutions who will remediate and request testing to be repeated.	Remote
Pre-Production Testing and remediation WXCC	Provide Customer's Contact Center team member with test phone numbers, a portion of the Test Plan to follow, and guidance on testing. This testing is requested to be done within a two (2) business day timeframe. Up to three (3) phones and three (3) softphones will be configured and provided to support this testing. Testing includes common functions including inbound calls to Customer contact centers. Agent testing will be done with physical phones and remote softphone users. Customer is requested to report any testing that is not successful to Computer Solutions who will remediate and request testing to be repeated.	Remote
Porting Activities	Review Customer's existing telephony Customer Service Record (CSR), Most recent telephone bill, and validate DID ranges intended to port if outside of what is in the existing system (ex: unused DID blocks, etc). Submit porting requests, monitor request and validate porting date is approved, and respond and remediate issues relating to the porting date. Please see Considerations and Customer Responsibilities which relate to porting requests.	Remote

Deliverables

Title	Description
Completed Test Plan	Verifies the implementation meets the identified requirements.

Location

All tasks will be performed remotely.

MILESTONE 3 – IMPLEMENTATION

Tasks

Title	Description	Location
Informal Knowledge Transfer Voice - Admin	Conduct up to two (2) hour(s) in knowledge as informal knowledge transfer to show Customer's voice team common daily tasks including but not limited to Moves, Adds, Changes, LDAP, licensing, RedSky e911 locations, etc.) in WebEx Control Hub.	Remote
Informal Knowledge Transfer Voice - End User	Conduct a one (1)-hour session for end users to act as a Q&A session after Customer Department POCs have reviewed WebEx calling end user guides that are sent to review and provided out by Customer to the remaining staff that report to them. This session is designed to provide responses to specific POCs and not the entire staff, therefore it is considered a train-the-trainer Q&A with expected attendance of up to fifteen (15).	Remote
Informal Knowledge Transfer - Contact Center End User	Conduct up to three (3) sessions for end users who will act as Agents in the contact center. In this session we will be overviewing their new process of leveraging WebEx as softphone, updating address with RedSky e911 if working remotely or changing	Remote

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	networks, and using WXCC Browser in place of the Finesse Browser. It is recommended to have Supervisors join one of these sessions as well. • All contact center users will leverage the WebEx application as their soft phone. For Disaster Avoidance (customer PSTN outage) - agents could optionally use an alternate phone (ex: mobile phone) as WXCC is agnostic to the phone the users are on. If an alternate phone is used there are specific differences in transferring and conferencing callers that will be conveyed. • Sessions are anticipated to take one (1) hour or less.	
Informal Knowledge Transfer - Supervisor	Conduct up to two (2) one (1)-hour sessions for administrator/supervisor users on WXCC Supervisor desktop and monitoring of queues and staff. High level reporting overview.	Remote
Production Cutover WXC & WXCC (phone migration to MPP and number porting)	During an assigned maintenance window update phone firmware to MPP leveraging CUCM and reset phone, monitor phone registrations and monitor porting process. Have Customer perform the approved Test Plan and remediate any issues relating to the phone migration to allow for all tests to pass successfully.	Remote
Day 1 Support	Provide eight (8) hours of Day 1 Support.	Remote
WXCC Analyzer Knowledge Transfer	Conduct a ninety (90)-minute informal training session guiding supervisors on how to customize reports, schedule reports, and do general Q&A based on their usage of the reporting system to help guide them on any areas where they are lacking data needed.	Remote

Deliverables

Title	Description
Completed Test Plan	Verifies the implementation meets the identified requirements.

Considerations and Customer Responsibilities

- Post production cutover additional reporting knowledge transfer will be done.
- Customer is responsible for having POC perform testing of multiple phone(s) to validate success.
- Customer is required to have POC available in each department to follow steps on phones that require attention (ex: phone reboot, manual reset, etc.)
- Computer Solutions will request approval sign off on successful test plan (email response with approval is acceptable).
- There will be differences between WXCC and CUIC reporting, and Customer may be required to access sets of data differently than they were used to in CUIC. Based on our experience customers have been able to get more granular and better data in WXCC reporting compared to CUIC.

Location

All tasks will be performed remotely.

PROJECT CLOSEOUT

After the last milestone is complete, Computer Solutions will begin closing out the project. As-built documentation will be delivered to Customer and signoff from Customer on the project closeout documents will be requested within five (5) business days.

Tasks

Title	Description	Location
Update As-built Documentation	Gather configuration and deployment details for development of as-built documentation.	Remote
Knowledge Transfer	A knowledge transfer session will be provided to review the solution delivered during the project. This session will offer a high-level summary of what was installed, its intended function, and general guidance on how the system fits into Customer's environment. This is not intended to serve as operational training but rather to ensure the customer has basic awareness of the deployed components and their purpose.	Remote

Deliverables

Title	Description
As-built Documentation	A structured document that captures the final and actual configuration of a deployed solution after its completion.

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OUT OF SCOPE ITEMS

Work items, tasks, and deliverables not identified herein are outside the scope of this engagement. Out of scope items include the following:

- Formal operational or training guides.
- Vendor installation or configuration guides.
- Relocation of uninstalled or removed equipment, unless defined in the Scope of Work.

PROJECT SCHEDULE

Project tasks will be completed on a contiguous basis, otherwise project cost and resource scheduling may be impacted.

CHANGE MANAGEMENT

Changes to the project scope, schedule, tasks, or pricing must be requested through a Project Change Request (PCR). Changes documented in the PCR must be approved by Customer and Computer Solutions before they take effect.

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ROLES AND RESPONSIBILITIES

COMPUTER SOLUTIONS ROLES AND RESPONSIBILITIES

The following Computer Solutions resources will be assigned to this project.

- **Project Manager**: The Project Manager will oversee project planning, coordination, and reporting activities. Tasks include:
    - Serving as the primary point of contact for project activities related to the Scope of Work.
    - Communicating project status to stakeholders once a week
    - Coordinating status meetings at a frequency of typically once per week.
    - Managing the execution of Scope of Work tasks according to the Project Schedule.
    - Managing the change control process.
    - Engaging with Customer and vendor resources contracted by Computer Solutions to execute project tasks.
    - Risk and Issue tracking.
    - Planning, tracking, and reporting on outputs and outcomes.
    - Financial planning and tracking as identified in the kickoff meeting.
    - Continually assessing scope, timing, and resource requirements.
- **Engineer(s)**: The engineer is responsible for executing the tasks as outlined in the Scope of Work.

CUSTOMER ROLES AND RESPONSIBILITIES

The following Customer resources will be assigned to this project:

- **Project Executive**: Authorizes expenditures and ensuring funding is available. Authorizes or rejects proposed changes to scope, cost, or schedule.
- **Project Manager**: Ensures risks and issues are tracked, mitigated, and resolved. Coordinates meetings with Customer resources. Authorizes formal closure of the project. Serves as Customer's liaison to Computer Solutions.

Customer is responsible for the following:

1. **Preparation**: Before project kickoff, Customer will resolve any issues that affect Computer Solutions' ability to deliver the services described herein. Customer will also complete any requested Pre-Engagement Checklist items.
2. **Requirements**: Customer will fulfill the *Customer Requirements* as outlined in the Scope of Work. Failure to fulfill these requirements may result in a Project Change Request.
3. **Environment Changes**: Customer will notify Computer Solutions prior to initiating changes to their IT environment or implementing 3rd party vendor changes that affect the hardware, software, or services associated with this project. Computer Solutions shall not be liable for any service failures or disruptions associated with Customer initiated changes that have not been approved by Computer Solutions. If Computer Solutions' labor is required to correct said disruptions, Customer will be charged at current hourly time and materials rates.
4. **Facilities and Environment Access**: Customer will provide physical access to server rooms, workstations, and network closets. Customer will also provide a dedicated work area and/or conference room for training sessions or meetings. Customer will provide remote access to systems and networks, as necessary, to facilitate the services described herein.
5. **Software/Hardware Licensing**: Customer will ensure software and hardware is correctly licensed and available prior to project commencement.
6. **3rd Party Tools**: If this project requires the use of 3rd party software or tools, Customer will assist Computer Solutions in their installation.
7. **Staff Availability and Points of Contact**: Customer will make their team available, as needed, to facilitate project tasks.
8. **Project Approvals**: This project may require approval and signoff on various documentation such as schedules, design, test plans, etc. Once signoff is requested, Customer has no more than two (2) business days to approve the documentation. If no response is received, then the project work may be placed on hold and cancellation fees may be incurred.

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TERMS AND CONDITIONS

The following terms and conditions are applicable to this Statement of Work.

1. **Computer Solutions Commitment**: For a period of thirty (30) days, following project completion, Computer Solutions warrants the performance of Computer Solutions' professional services,
2. **Manufacturer Defects**: Computer Solutions shall not be responsible for any manufacturer product defects, features or functionality as advertised, for the outcome or scheduling of services provided by manufacturers or for any acts or omissions of 3rd party contractors hired by Customer in connection with the project.
3. **Service Hours**: All services will be scheduled and performed during Computer Solutions' business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., local time. Services outside these hours must be scheduled at least 24 hours in advance. If the project requires services outside of Computer Solutions' normal business hours, Computer Solutions will work with Customer to schedule such services.
4. **Data Backup**: Computer Solutions recommends that Customer back up its environment including servers, networks, storage, power, lighting, and heating/cooling systems before the start of Computer Solutions' services. Maintenance and backup of the physical and technical environment is solely the responsibility of Customer. If data loss occurs, Computer Solutions shall not be liable. Data loss includes but is not limited to corrupt, inaccurate, lost, and damaged data, or unrecoverable media errors.
5. **Project Delays**: Customer may be subject to additional fees for any Customer induced delays including but not limited to the Customer documentation approval process, Customer personnel availability, or unprepared work environment.
6. **Product Delays**: Computer Solutions shall not be responsible for project delays concerning product sourcing, delivery, and/or availability from the manufacturer or distributor. If product sourcing affects the project, Computer Solutions will make reasonable efforts to find an alternative method for acquiring product. Any product delays will be communicated to Customer as necessary.
7. **Product Delivery**: Customer will not withhold or delay payment for product invoiced by Computer Solutions regardless of project outcomes or timeline.
8. **As-Built Documentation and Project Closure Acceptance**: After the delivery of project closure documentation, Customer has five (5) business days to approve or reject said documentation. If Customer does not provide a written explanation of rejection during this timeframe, the documentation will be considered as accepted, the project will be closed, and invoices will be prepared and delivered.
9. **Cancellation/Rescheduling**: If Customer postpones scheduled project within eight (8) hours of the scheduled start date, Computer Solutions reserves the right to invoice up to eight (8) hours for each resource if alternative work cannot fulfill idle time.
10. **Unscheduled Work**: If Customer requests Computer Solutions to perform work that is not scheduled at least 24 hours in advance of performing said work, Customer will be charged at current after-hours rates. These rates do not apply when Computer Solutions requests the option to perform unscheduled services for convenience purposes.
11. **Resource Reassignment**: Computer Solutions reserves the right to change staff and assign different resource types and applicable costs due to unique project requirements learned during project initiation or execution, with full intent to stay within quoted price.
12. **Travel**: For travel extending beyond 50 miles outside the San Antonio metropolitan area, Customer will be charged for travel charges incurred by Computer Solutions, unless the resource type was not available in the respective city or at the time required to perform the work. Travel fees will be based on the provisions of the State of Texas Travel Allowance Guide and may include but are not limited to reasonable airfare, rental car, lodging, meals, travel time, and mileage to the Customer site.
13. **Insurance**: Computer Solutions carries appropriate insurance coverage and will provide certificates of insurance upon request.
14. **Finality**: This Statement of Work is final, and no other written or verbal agreements are binding. This Statement of Work may be amended or modified by, and only by, a written instrument executed by all parties hereto.
15. **NetWatch Managed Services**: Any design, planning, and execution of services performed within the scope of this Statement of Work are separate from any existing NetWatch Managed Services Agreements. Once complete, management of the solution may be added to the current NetWatch Managed Services Agreement and supported by the Computer Solutions Support Operations Center (SOC). Inclusion of the solution under NetWatch Managed Services may be subject to additional fees.
16. **Limitations of Liability:**

    16.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, COMPUTER SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON REGARDING ANY SERVICES, RESOURCES, EQUIPMENT, SOFTWARE, OR OTHER ITEMS PROVIDED TO CLIENT UNDER THIS AGREEMENT OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND COMPUTER SOLUTIONS EXPRESSLY DISCLAIMS ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

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16.2. **Limited Time for Action.** No action, regardless of form, arising out of the services under this Statement of Work may be brought by either party more than two years after the alleged action has accrued; provided, however, an action for nonpayment may be brought within two years of the date of termination.

16.3. **Force Majeure.** Computer Solutions shall not be liable to Customer for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deeded to include the occurrence of any event beyond the control of Computer Solutions, Customer failure to furnish necessary information with respect to details of performance on the part of Customer, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or technical failures.

16.4. **Damages.** COMPUTER SOLUTIONS' ENTIRE LIABILITY IS SET FORTH IN THIS SECTION 15.3. IN NO EVENT WILL COMPUTER SOLUTIONS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PART DUE TO ANY CAUSE WHATSOEVER, EVEN IF COMPUTER SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPUTER SOLUTIONS' ENTIRE LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR SERVICES RENDERED UNDER THIS AGREEMENT TO COMPUTER SOLUTIONS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, EXCLUDING AMOUNTS PAID FOR REIMBURSEMENT OF EXPENSES.

16.5. **Applicable Law:** This Agreement has been accepted and made performable in Bexar County, Texas. This Agreement and the rights and obligation of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws. Exclusive venue for resolution of any dispute between the parties related to the subject matter hereof shall be in Bexar County, Texas.

17. **Equal Opportunity**: "This contractor and all covered subcontractors shall abide by the requirements of 41 CFR }} 60-1.4{a}, 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."

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PRICING AND PROJECT SUMMARY

In accordance with **#8 of Terms and Conditions**, Customer will be invoiced following successful execution and Customer acceptance of this project's completion.

1. **Pricing Structure**: Customer will be invoiced according to one (1) of the following:

   ☐ **Time and Materials**:

   - **Small Project – Completion**: Customer will be invoiced the value of actual time and materials spent during the project at completion.

   ☒ **Fixed Bid**:

   - **Small Project – Completion**: Customer will be invoiced this project's fixed value at completion.

2. **Estimated Project Duration**: Eight (8) weeks
3. **Project Total**: $50,570.40
4. **Estimated Travel Expenses**: $0.00
5. **Validity**: The terms and pricing of this Statement of Work are valid for thirty (30) days from the date of delivery of this Statement of Work to Customer.

ACCEPTANCE

Customer has reviewed the content of this Statement of Work and hereby authorizes Computer Solutions to commence and begin procurement of both product and resources.

Computer Solutions Account Executive	City of College Station (Customer)
Signature: Tyler Cook	Signature:
Name: Tyler Cook	Name:
Title: Account Manager	Title:
Date: 9/16/2026	Date:
Quote/CNET:	P.O. (if required):

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Great South Texas Corp dba Computer Solutions
14410 Wurzbach Parkway, Suite 175
San Antonio, Texas 78216
United States
www.comsoltx.com
(P) 210-369-0300

Quote (Open)

Date	Expiration Date
Mar 12, 2026 03:51 PM CDT	08/25/2026

Modified Date
Jul 30, 2026 03:48 PM CDT

Quote #
1054846 - rev 1 of 1

Description
CUCM Migration to Webex Calling 3 Year

SalesRep
Belanger, Lane
(P) 210-369-0300

Customer Contact
Hernandez , Isaias
(P) (979) 764-5075
ihernandez@cstx.gov

Customer
City of College Station (17342)
Hernandez , Isaias
1101 Texas Ave
PO Box 9960
College Station, TX 77842
United States
(P) 9797643555

Bill To
City of College Station
1101 Texas Ave
PO Box 9960
College Station, TX 77842
United States
(P) 9797643555

Ship To
City of College Station
1101 Texas Ave
PO Box 9960
College Station, TX 77842
United States
(P) 9797643555

Contract Programs: CISCO DIR-CPO-5347 EXP 1/7/30 - CISCO DIR-CPO-5347 EXP 1/7/30
Certifications: WBE/SBE/HUB 1942650013800 Exp: 08/29/2029
Sales Order Type: Drop Ship - Ship to customers location

Customer PO:	Terms:	Ship Via:
	Undefined	FedEx Ground
Special Instructions:		**Carrier Account #:**

#	Description	Part #	List Price	Qty	Unit Price	Total
	A-Flex-3-CC Webex Calling (Modify Sub733627)					
	3 Year Term with Annual Billing					
	1 Year Pricing Only					
1	Webex Calling Common Area Add-on	A-FLEX-CL-COMMON	$90.00	200	$63.00	$12,600.00
2	Outbound Calling Plan - Committed Enterprise Agreement User	A-AUD-OCP1-EA	$30.00	1100	$30.00	$33,000.00
3	CUBE Standard Trunk Session License	A-FLEX-STD-CUBE	$33.60	100	$25.53	$2,553.00
4	EntW Webex Calling	A-FLEX-EACL	$159.00	550	$111.30	$61,215.00
5	Webex Calling Standard - EA	A-FLEX-EACL-S	$134.40	50	$94.08	$4,704.00
					Subtotal	$114,072.00
	Prepaid Block for Estimated Taxes & Fees - See breakdown					
6	Computer Solutions Prepaid Block Hours are billed at resource rates when services are rendered. Note: Estimated Monthly Billing (not included in the Cisco Subscription): • $ 1,375 ($1.25x1100) + $ 266.00 (Taxes/Fees) = $ 1,641.00 + • usage and/or overages as described above • Billing will begin during first month of agreement – billing sent to customers may be delayed due to processing cycles within Cisco and supporting vendors. • Estimated Annual Billing (not included in the Cisco Subscription): $ 943.89 • Annual Taxes are billed during first month of agreement – billing sent to customers may be delayed due to processing cycles within Cisco and supporting vendors.	CS-PPB-SVC	$20,635.89	1	$20,635.89	$20,635.89
					Subtotal	$20,635.89
	Flex Contact Center (Modify Sub733628)					
	3 Year Term with Annual Billing					
	1 Year Pricing					
7	Webex Contact Center PSTN Audio Toll Inbound	A-FLEX-WCC-DID	$180.00	31	$162.00	$5,022.00
8	Webex Contact Center Premium Concurrent Agent	A-FLEX-WCC-P-C	$2,040.00	6	$1,428.00	$8,568.00
9	Webex Contact Center Standard Concurrent Agent	A-FLEX-WCC-S-C	$1,380.00	25	$966.00	$24,150.00
10	Solution Support for Collaboration	SVS-CSS-SUPT-SSPT	$5,232.00	1	$3,822.13	$3,822.13
					Subtotal	$41,562.13
	Computer Solutions Professional Services for Webex Calling Migration					
11	Project Solution - Fixed Bid Engagement See Statement of Work for Complete Details	CS-FB-PRJ	$50,570.40	1	$50,570.40	$50,570.40
					Subtotal	$50,570.40

Pricing barring no changes to contract.
*Taxes and Fees are estimates onnly and actual charges may vary

Year 1 Price: $226,840.42
Year 2 Price: $176,270.02
Year 3 Price: $176,270.02
Total Contract Price: $579,380.46

Subtotal:	**$226,840.42**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$226,840.42**
(List Price:	*$277,288.29)*

Supply Chain Disruptions and Pricing Variability Disclosure
Due to ongoing component supply constraints and pricing volatility within the technology industry, manufacturers may implement price increases, surcharges, or changes to product availability with little or no notice. These changes may occur at any time, including after a quote has been issued or an order has been placed. Manufacturers have advised that all orders are subject to modification, repricing, or cancellation, even after order acceptance. Computer Solutions will work to communicate with both the customer and the manufacturer/vendor regarding any known or anticipated changes affecting pricing, availability, or delivery timelines. While Computer Solutions will make reasonable efforts to keep all parties informed, there are no guarantees to pricing, availability, or delivery dates until products have shipped and invoices have been finalized. By approving this quote and/or placing an order, the customer acknowledges and accepts these conditions.

Invoicing and Partial Invoice Policy: Computer Solutions will invoice or partial invoice products and/or services when they have shipped or rendered complete (or Milestone Complete). By ordering or releasing a PO for this order, you agree to pay for the items that have shipped or delivered as part of the whole order.

Subscriptions/Enterprise Agreements Cancellation Policy- Computer Solutions requires a forty-five (45) day written notification from the customer based on the renewal/anniversary date in order to process the cancellation with the applicable manufacturer(s).

Cisco Purchases: By purchasing Cisco hardware, software, and/or subscriptions, you agree to be bound by the terms and conditions available at Cisco Software Terms.
The relevant documents are attached here. -->
https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html

Freight charges are estimates only. Returns are subject to approval and may include a restocking fee.

Great South Texas Corp dba Computer Solutions
14410 Wurzbach Parkway, Suite 175
San Antonio, Texas 78216
United States
www.comsoltx.com
(P) 210-369-0300

Quote (Open)

Date	Expiration Date
Feb 18, 2026 11:28 AM CST	08/27/2026

Modified Date
Jul 28, 2026 12:52 PM CDT

Quote #
1054509 - rev 2 of 2

Description
Webex Calling Migration - Hardware/Analog Quote

SalesRep
Cook, Tyler
(P) 210-369-0301

Customer Contact
Hernandez , Isaias
(P) (979) 764-5075
ihernandez@cstx.gov

Customer
City of College Station (17342)
Hernandez , Isaias
1101 Texas Ave
PO Box 9960
College Station, TX 77842
United States
(P) 9797643555

Bill To
City of College Station
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United States
(P) 9797643555

Ship To
City of College Station
1101 Texas Ave
PO Box 9960
College Station, TX 77842
United States
(P) 9797643555

Contract Programs: CISCO DIR-CPO-5347 EXP 1/7/30 - CISCO DIR-CPO-5347 EXP 1/7/30
Certifications: WBE/SBE/HUB 1942650013800 Exp: 08/29/2029
Sales Order Type: Drop Ship - Ship to customers location

Customer PO:	Terms:	Ship Via:
	Undefined	FedEx Ground
Special Instructions:		**Carrier Account #:**

#	Description	Part #	List Price	Qty	Unit Price	Total
	(4) 8832 IP Conference Phones - 8831 Replacements					
1	Cisco IP Conference Phone 8832 Conference VoIP phone - SIP - charcoal	CP-8832-3PCC-K9	$2,565.40	4	$1,026.16	$4,104.64
					Subtotal	$4,104.64
	Cisco Analog Voice Gateway VG410 - 24FXS					
2	Cisco VG410 Analog Voice Gateway VoIP phone adapter - 1GbE - SIP - analog ports: 24 - 1U - rack-mountable	VG410-24FXS	$10,180.36	1	$5,090.18	$5,090.18
3	Cisco Smart Net Total Care Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: VG410-24FXS	CON-SNT-VG410FXS	$851.00	1	$595.70	$595.70
4	Cisco Cloud Calling License - for P/N: VG410-24FXS, VG410-48FXS	FL-VG4XX-CC	$414.01	1	$207.00	$207.00
5	Cisco Unified Communications Security License - for P/N: VG410-24FXS, VG410-48FXS	SL-VG410-SEC-K9	$1,765.00	1	$882.50	$882.50
					Subtotal	$6,775.38
	Cisco VG400 Analog Voice Gateway					
6	Cisco VG400 Analog Voice Gateway VoIP phone adapter - 1GbE - AC 100 - 240 V - rack-mountable	VG400-8FXS	$5,955.60	2	$2,977.80	$5,955.60
7	Cisco Smart Net Total Care Extended service agreement - replacement (for complicated network devices) - 8x5 - response time: NBD - for P/N: VG400-8FXS	CON-SNT-VG4008X	$498.77	2	$349.13	$698.26
8	Cisco Cloud Calling License - for P/N: VG410-24FXS, VG410-48FXS	FL-VG4XX-CC	$414.01	2	$207.00	$414.00
9	Cisco Unified Communications Security License - for P/N: VG400-2FXS/2FXO, VG400-4FXS/4FXO, VG400-6FXS/6FXO, VG400-8FXS	SL-VG400-SEC-K9	$354.34	2	$177.17	$354.34
					Subtotal	$7,422.20
	(13) ATA191-3PW-K9					
10	Cisco VoIP phone adapter - 100Mb LAN - wall mountable - for ATA 191	ATA191-3PW-K9	$315.72	13	$126.28	$1,641.64
11	Cisco Smart Net Total Care Extended service agreement - replacement (for complicated network devices) - 8x5 - response time: NBD - for P/N: ATA191-3PW-K9	CON-SNT-TATK99T7	$19.28	13	$13.49	$175.37
					Subtotal	$1,817.01

Supply Chain Disruptions and Pricing Variability Disclosure
Due to ongoing component supply constraints and pricing volatility within the technology industry, manufacturers may implement price increases, surcharges, or

Subtotal: **$20,119.23**
Tax (.0000%): $0.00

changes to product availability with little or no notice. These changes may occur at any time, including after a quote has been issued or an order has been placed. Manufacturers have advised that all orders are subject to modification, repricing, or cancellation, even after order acceptance. Computer Solutions will work to communicate with both the customer and the manufacturer/vendor regarding any known or anticipated changes affecting pricing, availability, or delivery timelines. While Computer Solutions will make reasonable efforts to keep all parties informed, there are no guarantees to pricing, availability, or delivery dates until products have shipped and invoices have been finalized. By approving this quote and/or placing an order, the customer acknowledges and accepts these conditions.

Invoicing and Partial Invoice Policy: Computer Solutions will invoice or partial invoice products and/or services when they have shipped or rendered complete (or Milestone Complete). By ordering or releasing a PO for this order, you agree to pay for the items that have shipped or delivered as part of the whole order.

Subscriptions/Enterprise Agreements Cancellation Policy- Computer Solutions requires a forty-five (45) day written notification from the customer based on the renewal/anniversary date in order to process the cancellation with the applicable manufacturer(s).

Cisco Purchases: By purchasing Cisco hardware, software, and/or subscriptions, you agree to be bound by the terms and conditions available at Cisco Software Terms.
The relevant documents are attached here. -->
https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html

Freight charges are estimates only. Returns are subject to approval and may include a restocking fee.

Shipping:	$0.00
Total:	**$20,119.23**
(List Price:	*$42,272.41)*

Exhibit B
Payment Terms

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the work and written acceptance by the City.

Schedule of Payment for each phase:

Annual Renewal
A-Flex-3-CC Webex Calling
Year 1: $114,072.00
Year 2: $114,072.00
Year 3: $114,072.00
Three-year total: $342,216.00

Prepaid Block for Estimated Taxes & Fees
Year 1: $20,635.89
Year 2: $20,635.89
Year 3: $20,635.89
Three-year total: $61,907.67

Flex Contact Center
Year 1: $41,562.13
Year 2: $41,562.13
Year 3: $41,562.13
Three-year Total: $124.686.39

Professional Services
Computer Solutions Professional Services for Webex Calling Migration
Total: $50,570.40
Professional Services for Webex Migration to be invoiced as rendered complete.

Hardware
Hardware as detailed in Quote# 1054509
Total: $20,119.23
Hardware purchases are invoiced as shipped and will be paid upon confirmation on delivery.

Exhibit C
Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/25/2026

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 Sanger and Altgelt LLC 1900 Broadway, Suite 630 San Antonio TX 78215	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 210-734-6677 **FAX (A/C, No):** 210-734-6771 **E-MAIL ADDRESS:** insurance@sangerandaltgelt.com
INSURED COMPSOL-01 Great South Texas Corp. dba Computer Solutions 14410 Wurzbach Pkwy Ste. 175 San Antonio TX 78216	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** Texas Mutual Insurance Company — 22945 **INSURER D :** ACE American Insurance Company — 22667 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1020318345 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			36033470	9/1/2026	9/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			73590341	9/1/2026	9/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			79895807	9/1/2026	9/1/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001311866	9/1/2026	9/1/2027	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	CYBER - TECHNOLOGY ERRORS & OMISSIONS LIABILITY			D96414869	9/1/2026	9/1/2027	MAX SINGLE LIMIT AGGREGATE LIMIT	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ATTACHED FORMS: 80-02-2367; 80-02-2362; 80-02-9792; 16-02-0292; WC 42 03 04 B

CERTIFICATE HOLDER

CITY OF COLLEGE STATION
PO BOX 9960
COLLEGE STATION TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CHUBB®

Liability Insurance

Endorsement

Policy Period	SEPTEMBER 1, 2026 TO SEPTEMBER 1, 2027
Effective Date	SEPTEMBER 1, 2026
Policy Number	3603-34-70 DAL
Insured	GREAT SOUTH TEXAS CORP. DBA COMPUTER SOLUTIONS
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	SEPTEMBER 14, 2026

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

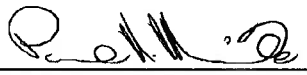
Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative 

CHUBB®

Liability Insurance

Endorsement

Policy Period	SEPTEMBER 1, 2026 TO SEPTEMBER 1, 2027
Effective Date	SEPTEMBER 1, 2026
Policy Number	3603-34-70 DAL
Insured	GREAT SOUTH TEXAS CORP. DBA COMPUTER SOLUTIONS
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	SEPTEMBER 14, 2026

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®

Policy Conditions

Endorsement

Policy Period	SEPTEMBER 1, 2026 TO SEPTEMBER 1, 2027
Effective Date	SEPTEMBER 1, 2026
Policy Number	3603-34-70 DAL
Insured	GREAT SOUTH TEXAS CORP. DBA COMPUTER SOLUTIONS
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	SEPTEMBER 14, 2026

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy we will notify person(s) or organizations(s) shown in the Schedule at least 30 days (10 days in the event of nonpayment of premium) in advance of the cancellation date.

ANY FAILURE BY US TO NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) WILL NOT:

- IMPOSE ANY LIABILITY OR OBLIGATION OF ANY KIND UPON US; OR
- INVALIDATE SUCH CANCELLATION.

Schedule

Person(s) or Organization(s):	CITY OF COLLEGE STATION
Address:	P.O. BOX 9960 COLLEGE STATION, TX 77842
Person(s) or Organization(s):	KLEIN INDEPENDENT SCHOOL DISTRICT FACILITY AND SCHOOL SERVICES DEPARTMENT
Address:	7200 SPRING CYPRESS ROAD KLEIN, TX 77379
Person(s) or Organization(s):	CALABRIO, INC.
Address:	4001 AVENUE N SUITE 300 MINNEAPOLIS, MN 55401

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Business Auto Coverage Form, the provisions of this endorsement apply.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

(1) A subsidiary organization of yours of which, at the beginning of the policy period and at the time of loss, you own more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) A subsidiary organization that is acquired or formed by you during the policy period, if at the time of loss, you own more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is an "insured" under any other automobile policy;

(b) That has exhausted its Limit of Insurance under any other policy; or

(c) 180 days or more after its acquisition or formation by you or the end of the policy period, whichever is earlier, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor; and

(2) The "auto" is leased without a driver.

Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

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However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

(a) You;

(b) Any of your "employees" or agents; or

(c) Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of (a) or (b) above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

However, such person or organization is an "insured" only:

(1) with respect to the operation, maintenance or use of a covered "auto"; and

(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) The permit has been issued to you.

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

This provision does not apply to other insurance to which the additional insured has also been added as an additional insured.

3. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 2. Coverage Extensions, subparagraph a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings, up to $1,000 a day because of time off from work.

4. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. – FELLOW EMPLOYEE – of SECTION II – COVERED AUTOS LIABILITY COVERAGE does not apply.

5. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $60 per day, subject to a maximum limit of $1,800.

6. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. **Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

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2. Any:

   a. Overdue loan/lease payments at the time of the "loss";

   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

   c. Security deposits not returned by the lessor;

   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance Purchased with the loan or lease: and

   e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

The Auto Loan/Lease Gap Coverage insurance provided by this endorsement is excess over any other primary collectible insurance including but not limited to any coverage provided by or purchased from the lessor.

7. VEHICLE VINYL WRAP COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. **Vehicle Vinyl Wrap Coverage**

In the event of a total "loss" to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of loss. Regardless of the number of "autos" deemed a total "loss", the most we will pay under this Coverage for any one "loss" is $2,000.

For purposes of this coverage, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

8. PERSONAL PROPERTY COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. **Personal Property Coverage**

We will pay up to $1,000 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This Coverage applies only:

(a) In the event of total theft of your covered "auto"; and

(b) If such wearing apparel or other personal effects cannot be recovered.

This Coverage is not subject to a deductible.

The limit shown above applies in addition to any other insurance for personal property provided elsewhere in this policy.

This coverage only applies to "autos" for which Comprehensive or Specified Causes of Loss coverages are provided under this Coverage Form.

9. REPLACEMENT WITH A HYBRID OR ALTERNATIVE FUEL SOURCE AUTO

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Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

f. **Replacement Of A Private Passenger Auto With A Hybrid Or Alternative Fuel Source Auto**

In the event of a total "loss" to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, we will pay the actual cash value, plus an additional 10% (up to a maximum of $2,500), to replace a solely internal combustion engine vehicle with a hybrid vehicle or alternative fuel source vehicle.

10. RENTAL AGENCY EXPENSE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

g. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

(1) $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;

(2) $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss";

(3) $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement; and

(4) $7,500.00 maximum total amount for paragraphs (1), (2) and (3) combined.

11. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

h. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

12. AIRBAG COVERAGE

Paragraph B.3.a. – EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

13. AUDIO, VISUAL AND DATA ELECTRONIC SOUND RECEIVING AND TRANSMITTING EQUIPMENT – BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE – of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $2,000, if, at the time of "loss", such electronic equipment is:

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

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

(3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. – DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

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No deductible applies to glass damage if the glass is repaired rather than replaced.

15. TWO OR MORE DEDUCTIBLES

Paragraph D. – DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

16. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. – DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:

   1. You or your authorized representative, if you are an individual;

   2. A partner, or any authorized representative; if you are a partnership;

   3. A member, if you are a limited liability company; or

   4. An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

   Notice to us should include:

   (a) How, when and where the "accident" or "loss" occurred;

   (b) The insured's name and address; and

   (c) To the extent possible, the names and addresses of any injured persons or witnesses.

17. WAIVER OF SUBROGATION

Paragraph A.5. – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization in a written contract or agreement that is executed before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION OR FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS – is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

19. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. – OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS – is amended to add the following:

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e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

20. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5) – POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 60 days or less;

21. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. – SECTION V – DEFINITIONS is deleted and replaced with the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

All other terms and conditions of the policy remain unchanged.

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TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 9/1/26 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001311866 of Texas Mutual Insurance Company effective on 9/1/26

Issued to: GREAT SOUTH TEXAS CORP

DBA: COMPUTER SOLUTIONS

This is not a bill

Jeanette Ward

Authorized representative

NCCI Carrier Code: 29939

8/25/26

September 24, 2026
Item No. 7.11.
Grants Amendment for Texas Independence Park Project

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract amendment with Skanska Construction adding to the contract grant funding requirements for two Texas Parks and Wildlife grants awarded to the City for the Texas Independence Park Project.

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

Recommendation(s): Staff recommends approval.

Summary: This amendment updates the City of College Station's Standard form of construction contract between the City and Skanska Construction and adds grant requirements needed to comply with the Texas Parks and Wildlife Department grant terms. A similar amendment for the design contract with Arkitex Studio was approved on September 10th.

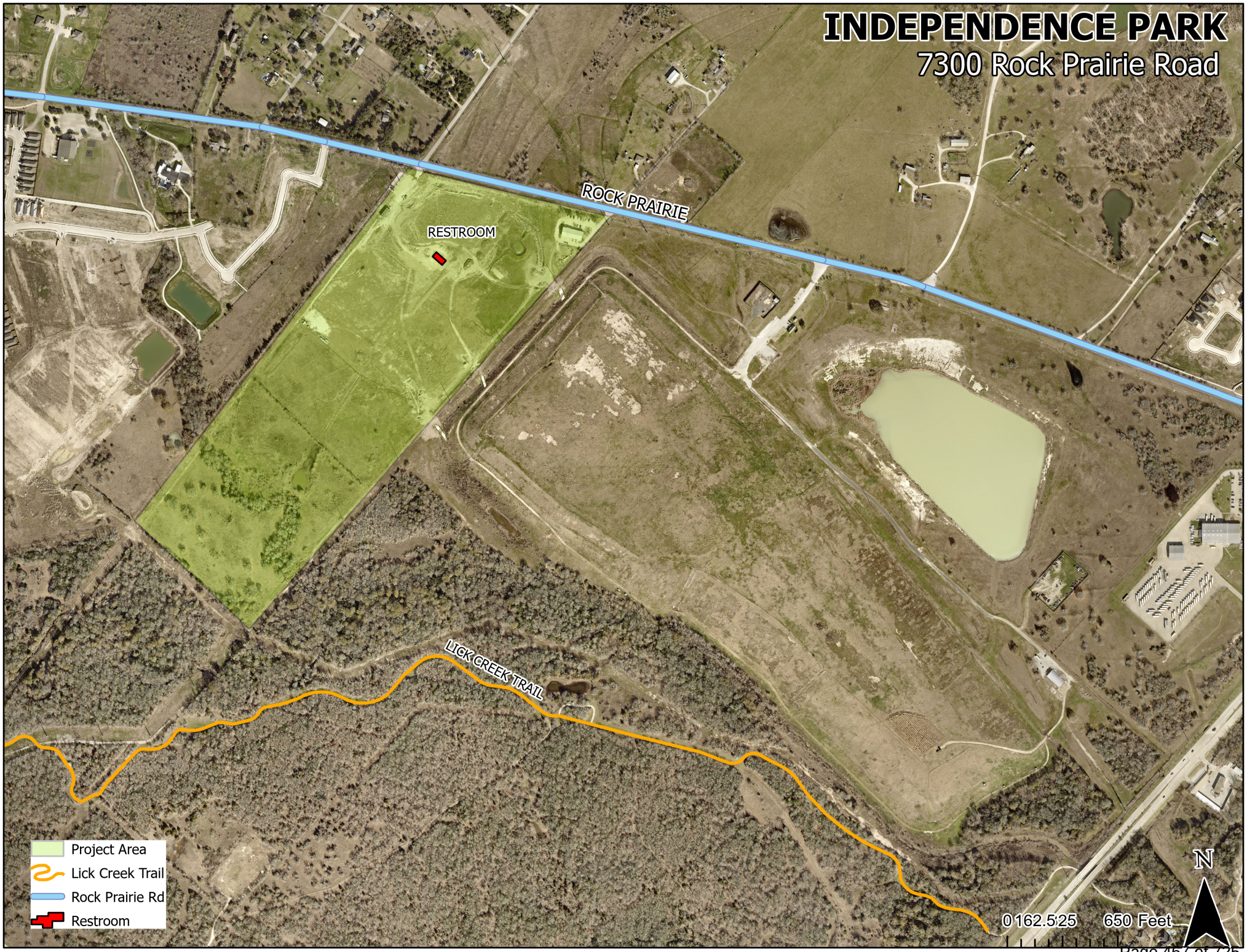
The City of College Station has been awarded two grants from The Texas Parks & Wildlife Department for Texas Independence Park at Midtown.

- The Texas Parks & Wildlife Department administers the Land and Water Conservation Fund - State and Local Assistance passed-through from the U.S. Department of the Interior via the National Park
  Service. The Texas Parks and Wildlife Department’s grant application guidelines require City Council authorization to apply and appropriate grant funding. The Program awarded the City up to $750,000, subject to a 50% local match requirement, for a specific portion of the Texas Independence Park Project. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.
- The Texas Parks & Wildlife Local Parks Recreational Trails Program assists local units of governments through reimbursable grants for eligible recreational trails projects. The Program awarded the City up to $300,000 in reimbursement for eligible project costs, subject to a 20% local match requirement, for a specific portion of the Texas Independence Park non-motorized trail project.

This is a zero dollar amendment.

Budget & Financial Summary: Budget in the amount of $9,200,000.00 is included for this project in the Parks and Recreation Capital Projects Fund. A total of $8,981,838 has been expended or committed to date, leaving a balance of $218,162 in the total for future project expenditures.

Attachments:
1. TX Independence Park Location Map
2. Skanska Amendment 2 - Texas Independence Park


INDEPENDENCE PARK
7300 Rock Prairie Road
ROCK PRAIRIE
RESTROOM
LICK CREEK TRAIL
Project Area
Lick Creek Trail
Rock Prairie Rd
Restroom
N
0 162.5 325 650 Feet

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300314 AMD 2 PROJECT #: PK2501 BID/RFP/RFQ#: RFP25-019

Project Name / Contract Description: Texas Independence Park at Midtown
Contract Amendment

Name of Contractor: Skanska USA Building Inc

CONTRACT TOTAL VALUE: $ 0 (zero dollar change) **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)
Adding grant provision to contract

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 09/24/26 **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

Jennifer Cain — 9/17/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

9/17/2026
ASST CITY MGR – CFO — DATE

Derra Purnell — 9/17/2026
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

AMENDMENT NO. 2
TO THE STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK
INCORPORATING GRANT FUNDING REQUIREMENTS

This Amendment No. 2 ("Amendment") is entered into by and between the City of College Station, Texas ("City" or "Owner") and Skanska USA Building Inc., a Delaware corporation, ("Construction Manager") for construction of the following City project: Texas Independence Park, consisting of 3 independent project phases (collectively, the "Project"). This Amendment modifies that certain City of College Station Standard Form of Agreement Between City and Construction Manager at Risk (Contract No. 25300314) effective February 27, 2025 (the "Agreement"), as amended by Amendment No. 1, dated July 23, 2026, and further amending the Agreement to incorporate requirements applicable to the Project due to the addition of grant funding for the Project in the form of:

1. **$750,000.00 in federal funding** through a subaward to the City under TPWD Recreation Grants Federal Sub-Award Contract No. CA-0008362 on October 28, 2025 from the Texas Parks and Wildlife Department ("TPWD") passed-through from the U.S. Department of the Interior via the National Park Service 54 U.S.C. 200305 Land and Water Conservation Fund - State and Local Assistance ("LWCF") program issued to TPWD on July 9, 2025 ("Federal Funds"), also subject to a local cost share by the City of $750,000.00 for a total LWCF project cost of $1,500,000.00; and
2. **$287,997.00 in state funding** awarded to the City under TPWD Recreation Grants RTP State Grant Agreement Contract No. CA-0007935 for funds from the TPWD Recreational Trails Program ("RTP") awarded to the City on June 6, 2025 ("State Funds") also subject to a local cost share by the City of $72,000.00 for a total RTP project cost of $359,997.00.

RECITALS

WHEREAS, City and Construction Manager entered into the Agreement, as amended, for construction and installation, including construction management services, for the City's Project; and

WHEREAS, the City and Construction Manager agree the Project informally incorporated three independent areas of construction work, consolidated for purposes of minimizing public park inaccessibility and increasing cost-savings opportunities for simultaneous mobilization of similar work types; and

WHEREAS, the City and Construction Manager agree to formally distinguish between the three smaller projects incorporated into the Project from this point forward, including for purpose of billing, subcontracting and record retention, into the following:

- Phase 1 – All civil work, parking lots, landscaping, irrigation, fishing pond, fishing pier, pavilion, playgrounds, signage (other than TPWD-required signage), fencing, benches, picnic tables, trash receptacles and disc golf tee boxes and goals at Texas Independence Park, addressed as 6904 Rock Prairie Road, College Station, Texas 77845; and
- Phase 2 - construction of pump track, tyke track, skills area, and multi-discipline bike trail located near the 6800 block of Rock Prairie Road at Texas Independence Park ("Bike Hub"); and
- Phase 3 - construction of +/- 3 miles trail located at Texas Independence Park ("West Trails"); and

WHEREAS, after entering into the Agreement, the City was awarded both State Funds pursuant to the TPWD grant agreement with the City under the RTP for the West Trails and Federal Funds pursuant to the sub-award agreement with the City under the LWCF program for the Bike Hub (Collectively, the "Grant Terms"), both administered by TPWD ("Agency"); and

WHEREAS, Agency has reviewed the Agreement, including this Amendment, and has no objection to the Parties expressly incorporating the requirements of the Grant Terms applicable to the Bike Hub and West Trails phases of the Project, including all duties, requirements, obligations and technical guidance issued by the Agency applicable to Construction Manager (or the City that are passed through to Construction Manager pursuant to the Grant Terms) (collectively for the West Trails, the "Grant Requirements", and collectively for the Bike Hub in addition to the Grant Requirements, the "Federal Requirements"); and

WHEREAS, the Construction Manager agrees to comply with the Grant Requirements for the West Trails and Federal Requirements for the Bike Hub, including but not limited to compliance with the provisions expressly provided in **Exhibit "F"** and certifications as provided in **Exhibit "E"**; and

WHEREAS, subject to and in accordance with the Grant Terms, Construction Manager has agreed to perform procurement in accordance with 2 CFR 200.317-327 and to require compliance with the Federal Requirements for all contractors and subcontractors engaged by Construction Manager for construction and installation work on the Bike Hub; and

WHEREAS, in consideration for compliance with the Grant Requirements and Federal Requirements, Construction Manager may complete the Project and submit either Payment Applications or proof of payment of prior invoices by the City and any supporting documentation necessary for receipt of Federal Funds and State Funds for such eligible phases of the Project, allowing mutual benefit to the parties; and

WHEREAS, unless clearly provided otherwise herein, all terms, conditions, and phrases used herein shall have the same meaning as the terms, conditions, and phrases used in the Agreement, as amended.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Construction Manager agree to modify and amend the Agreement as follows:

AMENDMENT

1. **Recitals.** The recitals to this Amendment are incorporated for all purposes
2. **Acknowledgments**. The Construction Manager acknowledges that this Amendment modifies the original terms and conditions applicable to the construction of the Project, which may indirectly include modifications or additional requirements applicable to the Project scope, budget, and time for completion set forth in the Agreement.
3. **Grant Requirements & Federal Requirements**. Construction Manager and City agree that **Exhibit "F"**, attached hereto and incorporated as an Exhibit to the Agreement by reference for all purposes, expressly identifies or directly references the Federal Requirements anticipated to apply to Construction Manager and Construction Manager's contractors and subcontractors on the Bike Hub. Construction Manager and City further agree that (i) guidance is provided by Texas Grant Management Standards, version 2.1 available at: https://comptroller.texas.gov/purchasing/docs/grant-management-readerv2.1.pdf; and (ii) the following provisions expressly identify or directly reference the Grant Requirements anticipated to apply to Construction Manager, its contractors and subcontractors on the West Trails and Bike Hub:
    a. **Scope of Grant Requirements**. (i) "Contractor" under this Section 3 shall include Construction Manager and any and all contractors and subcontractors performing work on the Bike Hub or West Trails; and (ii) "contract" shall refer to the applicable contract for each Contractor, including specifically under this Amendment, reference to the Agreement with Construction Manager, as amended; Notwithstanding any other language in this Amendment, the Federal Requirements and Exhibit F only apply to the scope of work, contractors and subcontractors performing this scope of work, and the related costs of work for Phase 2 (i.e., the Bike Hub phase) of the Project; similarly, the Grant Requirements do

not apply to the scope of work, contractors and subcontractors only performing this scope of work, and the related costs of work only applicable for Phase 1 (i.e., the West Trails phase) of the Project.

b. **Period of Performance.** Notwithstanding any other term or project schedule provided in or approved under the Agreement, the deadline for receipt of all payment applications, invoices and required reporting documentation or records to be provided to City by Contractor, including but not limited to requests for release of retainage shall not extend beyond May 30, 2028, in order to allow project closeout by the City under the Grant Terms. Any amendment to the Agreement that extends the period of performance beyond this deadline shall be null and void unless such amendment specifically identifies Agency approval for an extension of the City's period of performance under all applicable Grant Terms.

c. **Archaeological Clearance**. The Archaeological Clearance from the Texas Historical Commission ("THC") applicable to the West Trails and Bike Hub was received on 4/2/25. No historic properties are present or affected by the Project as proposed, as provided by the Texas Historical Commission on 4/2/25. However, if historic properties are discovered or unanticipated effects on historic properties are found, work should cease in the immediate area; work can continue where no historic properties are present. Contractor shall notify the City and contact the THC's History Programs Division at 512-463-5853 to consult on further actions that may be necessary to protect historic properties. Further, if cultural materials are encountered during construction or disturbance activities, work should cease in the immediate area; work can continue where no cultural materials are present. Contractor shall contact the City and the THC's Archeology Division at 512-463-6096 to consult on further actions that may be necessary to protect the cultural remains.

d. **Child Support Obligation.** Under Section 231.006 of the Family Code, Contractor certifies that the business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Contractor further warrants and represents that this provision will be included in all applicable subcontracts.

e. **Debts and Delinquencies.** Contractor acknowledges and agrees that, to the extent Contractor owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Contractor is otherwise owed under this contract may be applied toward any debt Contractor owes the State of Texas until the debt is paid in full.

f. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations.** Contractor represents and certifies that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

g. **Excluded Parties.** Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control. Entities ineligible for federal procurement are currently accessible at: https://sam.gov/content/home. Contractor acknowledges that this contract may be terminated without recourse and payment withheld if this certification is inaccurate or becomes inaccurate.

h. **Records Retention.** Contractor shall maintain and retain all records relating to the performance of this contract including supporting fiscal documents for any invoices under this contract and any invoices or payment applications of all independent contractors and subcontractors. These records will be maintained and retained by Contractor for a period of four (4) years after the contract termination or expiration date. City reserves the right to direct Contractor to retain documents for a longer period of time or transfer certain records to City custody when it is determined the records possess longer term retention value. Contractor must include the substance of this clause in all subawards and subcontracts.

i. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Terms or indirectly through a subcontract under the Grant Term, including under this contract. The acceptance of funds under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

j. **Reporting Suspected Fraud and Unlawful Conduct.** Contractor represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

k. **Reporting Compliance.** Contractor represents and warrants that it will submit timely, complete, and accurate reports in accordance with this contract and maintain appropriate backup documentation to support the reports.

l. **Political Polling Prohibition.** Contractor represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling in accordance with the Grant Terms and Texas General Appropriations Act.

4. **Agency Budget & Change Order Approval**. TPWD has approved a budget for each of the West Trails and Bike Hub phases of the Project. Construction Manager acknowledges that in addition to the requirements for processing of change orders under the Agreement, Agency approval may be required and change orders for the Bike Hub may also be subject to Federal Requirements applicable to change orders (ex., separate negotiation of profit, updated independent cost estimates, other 2 CFR 200.317-327 requirements, etc.).

5. **Conflict of Interest, Lobbying, Political Activities and Other Federal Requirements**. Construction Manager and City agree that neither is aware of any occurrence prior to the date of this Amendment of any debarment, conflict of interest, activity prohibited by this Section or use of funds (whether paid directly or in the form of reimbursement to the City) for disallowed activities, regardless of proof of formal compliance by Construction Manager with such applicable Federal Requirements prior to the date of this Amendment. Construction Manager agrees to comply with the following provisions (and any similarly referenced provisions contained in Exhibit "F" or as certified in Exhibit "E") for the remaining term of the Agreement beginning on the date of this Amendment:

   a. **Debarment**. As a condition precedent to disbursement of any Federal Funds under this Agreement, Construction Manager shall provide Construction Manager's Unique Entity Identifier Number (UEI) to the City and shall be registered on www.sam.gov (or any successor thereto). Construction Manager will not be eligible to submit any Payment Application unless Construction Manager's status on sam.gov is active, Construction

Manager has no exclusions, has no delinquent federal debt and has not been declared ineligible, or otherwise excluded, disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the federal government, State of Texas, or the City.

b. **Subcontractor Debarment**. Construction Manager shall ensure that all contractors, subcontractors, and vendors utilized by Construction Manager are properly licensed, and that no such entity is excluded, disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the federal government, State of Texas, or the City. Construction Manager shall submit printed verification of such entity's status on www.sam.gov (or any successor thereto) along with any Payment Application anticipated to be reimbursed with Federal Funds or submitted after the effective date of this Amendment which includes invoices from such contractor, subcontractor, or vendor. In the event the City determines that any contractor, subcontractor, or vendor is excluded, disqualified, debarred, suspended, or is not properly licensed, Construction Manager shall immediately cause the contractor, subcontractor, or vendor to stop work on the Project. In no event shall this section be construed to be an assumption of any responsibility or liability by City for the determination of the legitimacy, quality, ability, or good standing of any Construction Manager or subcontractor.

c. **Conflict of Interest Certification.** Pursuant to 2 CFR § 200.112, Construction Manager must comply with the requirements, prohibitions, and limitations of the City's conflict of interest policies, rules, or regulations and state and federal common law regulating conflicts of interest, which includes but is not limited to a requirement that Construction Manager must disclose in writing to the City any potential conflict of interest as soon as possible after learning of such conflict. **Exhibit "E"** as completed, executed and submitted by Construction Manager ("Certification") is attached hereto and incorporated as an Exhibit to the Agreement by reference for all purposes, is a material representation of fact upon which reliance is placed by City each time a Payment Application is paid by the City or submitted for reimbursed using Federal Funds.

d. **Construction Manager Conflict of Interest Policy**. Construction Manager agrees to abide by the provisions of 2 CFR 200, which include maintaining a written code or standards of conduct governing the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

e. **Byrd Anti-Lobbying and Hatch Act Certification.** Submission of the Certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Further, Construction Manager agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Chapter 15.

f. **Whistleblower Protection**. Construction Manager may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing, in accordance with 41 U.S.C. § 4712, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

g. **False Statements.** Construction Manager acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Construction

Manager's actions pertaining to this Agreement. False statements or claims may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law. Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001. Construction Manager shall provide notice of this requirement to its contractors, subcontractors, and vendors that perform any portion of the Services on the Project.

6. **Amendment is Cumulative**. The Construction Manager acknowledges that this Amendment is cumulative and is not intended to waive any obligation of City or Construction Manager under the Agreement.

7. **Agreement Terms and Conflict**. Except as modified herein, the terms and conditions of the Agreement, as amended, remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended, City and Construction Manager agree that the terms of this Amendment shall take precedence.

8. **Choice of Law and Venue**. This Amendment 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.

9. **Invalidity; Severability**. If any provision of this Amendment 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 the Agreement, as amended by this Amendment, with legal terms and conditions approximating the original intent of the parties.

10. **Entire Agreement**. The Agreement, as amended including by the modifications of this Amendment, represents the entire and integrated contract between City and Construction Manager and supersedes all prior negotiations, representations, or contracts, either written or oral.

11. **Duplicate Originals**. The parties may execute this Amendment in duplicate originals, each of equal dignity, and further, copies of this complete and fully executed Amendment (including copies of signatures) shall have the same force and effect as an original.

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

Signature Page Immediately Follows

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the last date making it fully executed.

SKANSKA USA BUILDING INC.

By: Mark Elphers

Printed Name: Mark Elphers

Title: Vice President-Account Manager

Date: 9/17/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Derra Purnell
City Attorney
Date: 9/17/2026

Assistant City Manager/CFO
Date: 9/17/2026

Additional Signatures Required on Following Certification

List of Exhibits:

A. Davis Bacon Wage Rates – Exhibit "A" to the Agreement (**not** attached to this Amendment), incorporated by reference;
B. Performance and Payment Bonds – Exhibit "B" to the Agreement (**not** attached to this Amendment), incorporated by reference;
C Certificates of Insurance and Endorsements – Exhibit "C" to the Agreement (**not** attached to this Amendment), incorporated by reference;
D. Technical Specifications & Plans – Exhibit "D" to the Agreement (**not** attached to this Amendment), incorporated by reference;
E. Conflict of Interest and Byrd Anti-Lobbying Certification (attached to this Amendment); and
F. Federal Requirements (attached to this Amendment)

EXHIBIT E
CONFLICT OF INTEREST AND BYRD ANTI-LOBBYING CERTIFICATION

The undersigned contractor ("Contractor") certifies, to the best of their knowledge and belief, the following certification and disclosure regarding payments to influence certain transactions involving federal funds:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

3. As required under 24 CFR 570.611, no employee, agent, Construction Manager, officer, contractor or elected or appointed official of the City who exercises or has exercised any functions or responsibilities with respect to federally-assisted activities of the City, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted with federal funds provide by the City, has a financial interest or benefit from the Agreement with the undersigned Contractor; nor has a financial interest in the Agreement with Contractor, nor any of Contractor's subcontracts under the Agreement; nor has a financial interest in the proceeds derived from the Agreement, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

4. As required under 2 CFR 200.318 and the City's Conflict of Interest Policy, no member of the City Council has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in this Agreement with the Contractor, or is financially interested, directly or indirectly, in the sale to, or purchase from, the City of any land, materials, supplies, or services except on behalf of the City; provided, however that the provisions of this section shall only be applicable when the stock owned by the member of City Council exceeds one percent (1%) of the total capital stock of the corporation; AND no member of City Council, nor any officer or employee of the City of College Station, has accepted, directly or indirectly, any gift, privilege, or employment from the Contractor, except as may be authorized by law or ordinance; AND no employee, officer, agent, member of City Council or board member, nor any member of their immediate family, their partner, or an organization that employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from the selection, award, or administration of this Agreement, nor has accepted from Contractor, Contractor's employees, agents or officers gratuities, favors, or anything of monetary value.

5. The Contractor shall require that the language of this certification be included in all contracts and subcontracts and require that all contractors and subcontractors of Contractor certify and disclose accordingly any real or apparent conflict of interest, lobbying activity, or other activity listed above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN $10,000 AND NOT MORE THAN $100,000 FOR EACH SUCH FAILURE.

The Contractor, as represented by an authorized representative with authority to bind Contractor and make the above representations on behalf of Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Contractor Company Name:	Skanska USA Building Inc.
Authorized Signature:	Mark Elphers
Name of Authorized Official:	Mark Elphers
Title:	Vice President-Account Manager
Date:	9/17/2026

EXHIBIT F
FEDERAL REQUIREMENTS
(LWCF Federal Funds administered through TPWD)

This Exhibit is attached and incorporated into Contract No. 25300314, as amended, ("**Agreement**"), by and between the City of College Station ("**City**" or "**Recipient**") and Construction Manager. Capitalized terms have the same meaning as provided in the Agreement unless expressly noted otherwise in this Exhibit. In this Exhibit, Construction Manager, its contractors and subcontractors on the Bike Hub are collectively referred to as "**Contractor**" for administrative convenience of Construction Manager in incorporating applicable requirements into contracts and subcontracts; provided, however, Construction Manager must comply, and assist the City in complying, with the Federal Requirements, including incorporation of the Grant Requirements and Federal Requirements into contracts and subcontracts of any tier. "**Project**" as referred to in this Exhibit shall refer only to the Bike Hub.

In addition to the Grant Requirements contained in the Agreement, the Federal Requirements for the LWCF program generally include, without limitation, compliance with the following laws, regulations and Agency guidance:

- LWCF Manual v2026 - Land and Water Conservation Fund (U.S. National Park Service) available at: https://www.nps.gov/subjects/lwcf/v2026.htm.
- Texas Architectural Barriers Act (Texas Civil Statutes – Article 9102) and Americans with Disabilities Act (ADA) (Public Law 101-336): Texas Accessibility Standards can be found on the Texas Department of Licensing & Registration's website http://www.license.state.tx.us/ab/ab.htm;
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR 200 and 2 CFR Part 1402 - Financial Assistance Interior Regulation;
- All applicable federal, state, and local safety, health, and sanitation laws, including 29 CFR Part 1926 – Safety and Health Regulations for Construction;
- TPWD Approved Budget Summary;
- Recreation Grants Manual Grant administration requirements, including, without limitation, requirements for;
    - Records submission and maintenance;
    - Program Income reporting;
    - Reversion of assets;
    - Debarment, suspension, and remedies;
    - Non-discrimination;
    - Labor standards[1];
    - Environmental Standards under 24 CFR Part 58;
    - Prohibition on use of debarred, suspended, or ineligible contractors or subrecipients;
    - Conflicts of interest; and
    - Architectural Barriers Act of 1968 and Americans with Disabilities Act of 1990 under 28 CFR Parts 35-36.

More detailed provisions are contained in the remainder of this Exhibit. Headings are for internal City use and are not dispositive nor limiting in the application of a provision to the Agreement, Contractor or any of Contractor's employees, officers, subcontractors, volunteers or representatives in any way.

[1] Includes section 110(a) of the Housing and Community Development Act of 1974, as amended; the Contract Work Hours and Safety Standards Act Department of Labor Regulations under 29 CFR Parts 1, 3, 5, 6 and 7; regulations under 24 CFR Part 70 for volunteers; and Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5).

I. REQUIREMENTS ASSOCIATED WITH THE TPWD LWCF PROGRAM

A. Compliance With Law.

Contractor hereby covenants and agrees that it has complied and continue to comply with all applicable federal, state and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this federally-assisted program. It is the Contractor's responsibility to keep itself fully informed of and in compliance with all such requirements and to provide all notices as required by law. The Parties further acknowledge and agree that the provisions contained herein were incorporated in the Grant Terms, but some laws and executive orders may have been modified since issuance of the Grant Terms by TPWD and compliance with the updated version of such laws or incorporation of such laws in contracts and subcontracts in good faith shall be deemed compliance by the City to the extent the City is authorized to make such determination.

B. Build America, Buy America Act (BABA).

The Bike Hub ***is*** subject to the Build America, Buy America Act ("**BABA**"), enacted as part of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, and Contractor agrees to comply with BABA, as provided below.

Pursuant to BABA, Contractor is required to apply a domestic content procurement preference (the "Buy America preference" or "BAP") for all iron, steel, manufactured products, and construction materials incorporated into the Project. All iron, steel, manufactured products and construction materials incorporated into the Project must be produced in the United States, including such materials installed by any subcontractors or suppliers. Definitions of iron, steel, manufactured products, and construction materials can be found in 2 C.F.R. Part 184 and are incorporated herein by this reference. Additional information regarding BABA requirements and compliance may be found at https://www.hud.gov/program_offices/general_counsel/build_america_buy_america and is incorporated herein by this reference.

A. BABA Opinions and Estimates. All opinions and estimates relating to costs or expenses prepared or provided by Contractor relating to the Project shall incorporate, be consistent with, and reflect compliance with BABA requirements.

B. Confirmation of Compliance. From the date of this Agreement until three (3) years after the Project is completed, Contractor must obtain and maintain records sufficient to: (1) track all product purchases relating to the Project in sufficient detail to identify the source of the funding for the purchase; and (2) demonstrate compliance with BABA as follows: (i) for products purchased in compliance with the BAP, obtaining and maintaining documentation that the product complied with BAP requirements; and (ii) for products purchased pursuant to a waiver or other exemption from the BAP, obtaining and maintaining adequate information to validate that the purchase was covered by a waiver or other exemption.

For all iron, steel, manufactured products, and construction materials incorporated into the Project, Contractor shall, upon receipt of the same, obtain confirmation that the product or material was purchased in compliance with the BAP. Such confirmation must take one or more of the following forms:

(1) A certificate from the manufacturer or reseller stating that the product complies with BABA;

(2) For products that cost less than $100 per product, a copy of a label that indicates the product was made in the United States; or

(3) For small purchases of product that are less than the Simplified Acquisition Threshold (see 2 CFR 200.320(a)(2), as may be adjusted from time to time, either a copy of a product specification that provides sufficient detail to conclude that the product complies with the BAP or a certification from a manufacturer or reseller of a product that confirms that the product is BABA compliant.

C. Budget and Plan Revisions.

Contractor is required to report deviations from the approved budget, project or program scope, or objective, and request prior approval from the City, and receive approval from the City and Agency for budget and program plan revisions, in accordance with 2 CFR 200.308.

D. No Overhead Utility Lines.

Contractor acknowledges that, under the LWCF program, no overhead utility lines may be installed as part of the Project or the work under the Agreement, regardless of any plans or specifications to the contrary. Contractor shall notify the City immediately if installation of any overhead utility lines are identified in the scope of work for any contract or subcontract related to this Agreement, or become required at any time during the term of the Agreement.

E. Requirement for Flood Insurance

Flood insurance will be required for insurable facilities located within special flood hazard areas for which the Flood Insurance Administration has issued a flood hazard boundary map or a flood insurance rate map. If the Flood Insurance Administration withdraws the applicable map(s) for a special flood hazard area for any reason, the insurance requirement is suspended for projects located in that special flood hazard area that are approved during the period the map(s) is (are) withdrawn.

F. Civil Rights Act, Non-Discrimination and Equal Opportunity.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, age, national origin, or ancestry and must comply with all non-discrimination laws relating to same, including, without limitation, ensuring compliance with the following:

i. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as amended, and implementing regulations at 24 CFR Part 146.

ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR Part 8, which prohibit discrimination on the basis of age and discrimination against otherwise qualified individuals with disabilities.

iii. The Equal Employment Opportunity Act of 1972, as amended, and the regulations issued at 41 CFR chapter 60, which provide for the promotion and insuring of equal opportunity for all persons, without regard to race, color, religion, sex, sexual orientation, or national origin, employed or seeking employment.

iv. Americans with Disabilities Act of 1990. Contractor must not discriminate against handicapped persons and must provide accessibility for handicapped persons in connection with the Agreement and the Project. Contractor must comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 CFR Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

v. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.).

vi. Title IX of the Education Amendments of 1972 at 43 CFR Part 41.

vii. Specific discriminatory actions prohibited at 28 CFR 42.104(b)(2).

G. Equal Employment Opportunity Clause Required in Contracts and Subcontracts.

Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60,

which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause (as updated by the Federal Government, the parties understanding that the version provided below was incorporated in the Grant Terms, but some laws and executive orders may have been modified since issuance of the Grant Terms by TPWD):

During the performance of the Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. Controlled Plants

No person may import, possess, sell, or place into water of this state exotic, harmful, or potentially harmful fish, shellfish, or aquatic plants except as authorized by rule or permit issued by Texas Parks & Wildlife, including the following plant species. For further information, please visit TPWD's Exotic and Invasive Species website (https://tpwd.texas.gov/huntwild/wild/species/exotic/).

I. Protections for Whistleblowers.

Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing, in accordance with 41 U.S.C. § 4712, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

J. Drug Free Workplace.

Contractor must comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, title v, subtitle D; 41 U.S.C. 701 *et seq*.) and implementing regulations at 2 CFR part 2429 and 2 CFR part 182, and maintain a drug-free work environment. The final rule, government-wide requirements for drug-free work place (grants), issued by the office of management and budget (2 CFR part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor must comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

K. Lead-Based Paint.

Contractor must comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (43 U.S.C. 4821–4846) and implementing regulations at 24 CFR Part 35, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856).

L. Environmental Laws

Contractor must comply with environmental standards that may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190); (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 14030; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.), 40 C.F.R. Parts 6, 51, and 93; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Wild and Scenic Rivers Act of 1989 (16 U.S.C. § 1271 *et seq.*). Contractor must include this requirement in all subcontracts under the Agreement.

M. Records.

The following access to records requirements apply to the Agreement:

i. Contractor agrees to provide the City, any Agency, the State Auditor's Office, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor must keep its books, documents, papers, and records available for this purpose for the longer of at least (i) five (5) years after the Agreement terminates or expires, (ii) following the completion of the closeout of the Agreement, or (iii) such longer time as the City specifies prior to the end of such 5-year period, provided, however, in the event of litigation, claim, or audit, the records must be retained until all litigation, claims, and audit findings involving the records have been fully resolved. This provision does not limit the applicable statute of limitations.

ii. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. Contractor agrees to provide the Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

iv. Contractor acknowledges and agrees that no language in the Agreement is intended to prohibit audits or internal reviews by the Agency or its authorized representatives or the State Auditor's Office.

v. Within ten (10) days of written request by the City, Contractor agrees to provide the City all relevant documentation pertaining to the Agreement to confirm compliance with Federal requirements, ensure the Agreement is achieving its purpose, and to respond to audits, as necessary.

vi. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action commences during this required retention period, all records must be retained until a full and final resolution of the action.

N. Reports.

Contractor must prepare and submit financial, Project progress, monitoring, evaluation, personnel, property, and financial records and other reports as required by City and in the format acceptable to City to assure proper accounting of all Grant Funds. Contractor must furnish such information that, in the judgment of the Director, may be relevant to questions of compliance with contractual conditions hereunder or granting agency directives, or with the effectiveness, legality, and goals of the Agreement.

II. REQUIREMENTS TO IMPLEMENT GENERAL FEDERAL LAWS

A. Historic Preservation (16 U.S.C. § 470; 16 U.S.C. § 469a-1 et seq.)

Contractor must assist the City, as applicable, in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq); 36 C.F.R. Part 800; and The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq),* particularly section 3 (16 U.S.C. § 469a-1).

B. Energy Policy and Conservation Act (42 U.S.C. § 6201).

Contractor must comply, as applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

C. Hatch Act

Contractor agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Chapter 15.

D. Coastal Barriers.

Contractor must comply, as applicable, with the Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., which provides that no financial assistance under the Agreement may be made available within the Coastal Barrier Resources System.

E. Federal Government not a Party.

Contractor acknowledges that the Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Agreement.

F. False Statements.

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Agreement. False statements or claims may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

G. Logos.

Contractor must not use the Agency seal(s), logos, crests, or reproductions of flags or likenesses of any Agency officials without specific Agency pre-approval.

H. Debts Owed to the City.

Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of its award from Treasury; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by the Contractor shall constitute a debt to the City and to the Federal government.

Any debts determined to be owed to the City must be paid promptly by Contractor for repayment to the federal government.

A debt is delinquent if it has not been paid by the date specified in the City's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The City will take any actions available to it to collect such a debt.

I. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating Contractor-owned, rented, or personally-owned vehicles.

J. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

III. 2 CFR PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, INCLUDING APPENDICES

Contractor must comply with the applicable requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), including all appendices, other than such provisions as Treasury may determine are inapplicable to the Agreement and subject to such exceptions as may be otherwise provided by Treasury. All Appendices and Subparts E – Cost Principles and F – Audit Requirements of the Uniform Guidance implementing the Single Audit Act apply to the Agreement, including, but not limited, to the following:

A. Appendix II to Part 200 (A) – Remedies.

The administrative, contractual, or legal remedies in the Agreement and in the Grant Terms apply when the Contractor defaults, violates, or breaches the Agreement.

B. Appendix II to Part 200 (B) - Termination for Cause/Convenience.

The parties must comply with the termination for cause provision and the termination for convenience provision set forth in this Exhibit.

C. Appendix II to Part 200 (C) – Equal Employment Opportunity

The Agreement meets the definition of a "federal assisted construction contract" in 41 CFR § 60-1.3, During the performance of the Agreement, Contractor agrees as follows:

i. Contractor must not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must take affirmative action to ensure that applicants are employed, including, but not limited to, implementing the principles in Executive Order 11246, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must include the requirements of this section in all subcontracts. Such action shall include, but not be limited to the following:

ii. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this clause.

iii. Contractor must, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iv. Contractor must not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

v. Contractor must send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and must post copies of the notice in conspicuous places available to employees and applicants for employment.

vi. Contractor must comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vii. Contractor must furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and must permit access to books, records, and accounts by the Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

viii. In the event of Contractor's noncompliance with the nondiscrimination clauses of the Agreement or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

ix. Contractor must include the requirements of the preceding subparagraphs of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. Contractor must take such action with respect to any subcontract or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

D. Appendix II to Part 200 (D), (E) – Davis-Bacon Act; Contract Work Hours and Safety Standards Act.

Contractor must comply, as applicable, with 40 U.S.C. 3141-3148, 40 U.S.C. 3701-3708, and 29 CFR pt. 5 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act).

E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

If Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the Agreement, the Contractor must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

In addition to generally applicable environmental laws, the Contractor must comply with the following:

i. Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Agency and the appropriate Environmental

Protection District Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

ii. Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension (See also 24 CFR § 5.105).

i. The Agreement is a covered transaction for purposes of 2 CFR pt. 180. As such Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii. Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 2424 and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. Contractor must certify that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor further agrees to notify the City in writing immediately if Contractor or any of its contractors or subcontractors are not in compliance during the term of the Agreement. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 2424 in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C throughout the Agreement. The Contractor further agrees to include a provision requiring such compliance in its subcontracts.

v. Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under the Agreement are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of the Agreement.

H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act (See also 24 CFR § 5.105; Appendix A to 24 CFR part 87).

Contractor must submit to the City a certification as required by law which provides that Contractor certifies and requires subcontractors to certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each of Contractor's subcontractors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be immediately forwarded to the City.

I. Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials.

i. Contractor must comply, as applicable, with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring

only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

ii. In the performance of the Agreement, Contractor must make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (1) Competitively within a timeframe providing for compliance with the Agreement performance schedule; (2) Meeting Agreement performance requirements; or (3) At a reasonable price.

iii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iv. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

i. Contractor must not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under the Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ii. See Public Law 115-232, section 889 for additional information.

iii. Subcontracts. Contractor must include the substance of this section, including this paragraph, in all subcontracts and other contractual instruments.

K. Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement.

Contractor must, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts. For purposes of this section:

i. "Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. ''Manufactured products'' means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. Compliance with Subpart D of 2 CFR part 200.

Materials, supplies and services procured in connection with activities under the Agreement must be procured, used, managed, and disposed in accordance with the requirements in Subpart D of 2 CFR part 200, as modified and supplemented by 24 CFR 570.502.

M. Patents and Copyrights (2 CFR 200.315).

Contractor acknowledges and agrees that the City and HUD each reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

i. The copyright in any work developed under the Agreement;

ii. Any rights of copyright to which Contractor purchases ownership with proceeds from the Agreement;

iii. The patent for any invention developed under the Agreement; and

iv. Any rights in any patent to which Contractor purchases ownership with proceeds from the Agreement.

N. Conflicts of Interest Prohibited (2 CFR § 200.112).

Pursuant to 2 CFR § 200.112, Contractor must comply with the requirements, prohibitions, and limitations of the City's conflict of interest policies, rules, or regulations and state and federal common law regulating conflicts of interest.

v. In the procurement of supplies, equipment, construction, and services by the Contractor, the conflict of interest provisions in 2 CFR Part 200, Subpart B - General Provisions, shall apply.

vi. In all cases not governed by 2 CFR Part 200, Subpart B, the provisions of this section shall apply, unless the Agency grants an exception. Such cases include, but may not be limited to, the acquisition and disposition of real property and the provision of assistance by the Contractor, by its contractors, subcontractors, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities).

vii. No person who is an employee, agent, Construction Manager, officer, or elected or appointed official of the City or of any designated public agency; contractor; subcontractor; or subrecipient which receives Federal Funds who exercise or have exercised any functions or responsibilities with respect to federal activities or who are in a position to participate in a decision-making process or gain inside information with regard to federal assisted activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter with respect to the federal assisted activity, or with respect to the proceeds of the federal assisted activity.

viii. Disclosure of potential conflicts of interest. As soon as possible after learning of such conflict, Contractor must disclose in writing to the City any potential conflict of interest.

O. Mandatory Disclosure (2 CFR § 200.113, 41 U.S.C. § 2313).

Contractor must disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement. Failure to make required disclosures constitutes a breach of the Agreement. During the term of the Agreement, Contractor must submit the information to the City about each proceeding that:

i. Is in connection with the Agreement or performance of work or services for the Project, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1) A criminal proceeding that resulted in a conviction;

2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

3) An administrative proceeding, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4) Any other criminal, civil, or administrative proceeding if:

a. It could have led to an outcome described above;

b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Contractor's part; and

c. The requirement to disclose information about the proceeding does not conflict with applicable laws and regulations.

P. Internal Controls (2 CFR § 200.303).

Contractor must take reasonable measures to safeguard protected personally identifiable information and other information considered to be sensitive consistent with applicable Federal, State, and local laws regarding privacy and responsibility over confidentiality.

Q. Accessibility and Nondiscrimination.

In addition to any other accessibility and nondiscrimination laws in the Agreement and Exhibit, Contractor must adhere to the accessibility and nondiscrimination requirements set forth in state and federal law applicable to the Agreement and Project, including but not limited to the following:

i. Uniform Federal Accessibility Standards;

ii. 24 CFR part 8.26; and

iii. Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157).

R. Protections for Whistleblowers (2 CFR § 200.217).

Contractor is responsible for complying with all requirements of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and also requirements implementing the Act at 2 CFR parts 25 and 170. This also includes statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. Contractor must inform its subcontractors and employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

An employee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

S. Contracting with Small, Veteran-owned, Minority-owned and Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR § 200.321).

If Contractor intends to subcontract any portion of the work covered by the Agreement, Contractor shall ensure that small, minority-owned and veteran-owned businesses, women's business enterprises and labor surplus area firms (collectively, "MWVSBEs") are considered and used when possible. Consideration includes Contractor taking and documenting the following steps:

i. Placing qualified MWVSBEs on solicitation lists (ex., the Texas Comptroller maintains a list of Historically Underutilized Businesses searchable by type and geographic area at: https://mycpa.cpa.state.tx.us/tpasscmblsearch/);

ii. Assuring that MWVSBEs are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MWVSBEs ;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by MWVSBEs; and

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring this clause in any subcontracts.

T. Minimum Bonding Requirements (2 CFR § 200.326)

If the Agreement involves construction or facility improvements for the Project in excess of the simplified acquisition threshold, as that term is defined in 2 CFR 200 subpart A, Contractor must maintain a performance bond for 100 percent (100%) of the contract price to secure fulfillment of all the Agreement's requirements.

U. Certification Regarding Lobbying (2 CFR § 200.450; 24 CFR § 5.105; 24 CFR part 87 31 U.S.C. § 1352)

Contractor must comply with the requirements of 31 U.S.C. § 1352, 2 CFR § 200.450, and 24 CFR 87. Contractor must submit the certification regarding lobbying as required by law to the City. Contractor must include language in all contracts, subcontracts, and other agreements requiring that all parties to same to certify and disclose that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IV. DAVIS BACON ACT; CONSTRUCTION CONTRACT LABOR CLAUSES; TEXAS PREVAILING WAGE – GOVERNMENT CODE CHAPTER 2258

Contractor shall comply with applicable labor laws and wage determinations, including any attachments to this Exhibit and the Agreement.

September 24, 2026
Item No. 7.12.
Northwest Substation Construction

Sponsor: Glenn Gavit

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract award for the construction of the new Northwest Substation to GridTech, LLC for an amount not to exceed $10,745,275.41.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends awarding a contract for the construction of a new 138/12.5kV electric substation located at 5288 Raymond Stotzer Parkway, College Station, Texas to GridTech, LLC for an amount not to exceed $10,745,275.41.

Summary: This contract is for the construction of a new 138/12.5kV substation in conjunction with BTU to support the BioCorridor development and provide redundancy in the Northgate District. CSU issued ITB 26-091 on July 23, 2026. One response was received on August 07, 2026, and was evaluated by Electric staff. Award of this bid is recommended to the lowest complete, responsive, and responsible bidder, GridTech, LLC for a contract amount not to exceed $10,745,275.41.

Budget & Financial Summary: Funds are available in the FY26 electric capital budget.

Attachments:
1. 26300768--LKP (CC 09.24.26)vendor signed
2. 26-091 Intent to Award Bid Tab Summary

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300768 PROJECT #: _____ BID/RFP/RFQ#: 26-091

Project Name / Contract Description: Northwest Substation Construction

Construction of a new 138/12.5kV substation located at 5288 Raymond Stotzer Parkway, College Station Texas

Name of Contractor: GridTech, LLC

CONTRACT TOTAL VALUE: $ 10,745,275.41 **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)

CSP/RFP 26-091 was posted on 07/23/26 and opened 08/07/26 @ 2:00 pm and with one (1) response received. Following review and evaluation, the Electric Dept. scored GridTech, LLC (96) and determined the contractor qualified and the best value recommending an award contract not to exceed $10,745,275.41.

Funding is available in EL30000549-EDSS 9101072-6541 and EL30000550-ETSS 9101072-6540

*(If required)**

CRC Approval Date*: _____ **Council Approval Date*:** 09/24/26 **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

William Glenn Gavit — 9/2/2026

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 9/2/2026

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 GridTech, LLC (the "Contractor") for the construction and/or installation of the following:
Northwest Substation Construction as described in CSP/RFP No. 26-091.

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: Ten million seven hundred forty five thousand two hundred seventy five dollars and 41 **/100 Dollars ($** 10,745,275.41 **)**.

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

GRIDTECH, LLC

By: Jesse Mullins

Printed Name: Jesse Mullins

Title: Vice President

Date: 9/2/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: 9/2/2026

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: TX20260234 05/18/2026

State: Texas

Construction Types: Building

Counties: Texas Counties of
Brazos

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ELEV0031-003 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC: FOOTNOTES: A. 6% UNDER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. 8% OVER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. B. HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; FRIDAY AFTER THANKSGIVING DAY; CHRISTMAS DAY; AND VETERANS DAY	$ 53.59	38.44

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR ((3) HYDRAULIC CRANES 59 TONS AND UNDER)	$ 32.35	13.10
POWER EQUIPMENT OPERATOR ((1) TOWER CRANE)	$ 32.85	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER: ORNAMENTAL	$ 28.26	8.13

PLUM0068-002 10/01/2024

	Rates	Fringes
PLUMBER	$ 39.98	11.61

PLUM0211-002 10/01/2025

	Rates	Fringes
PIPEFITTER (HVAC PIPE INSTALLATION ONLY)	$ 42.09	12.96

PLUM0286-011 09/01/2025

	Rates	Fringes
PIPEFITTER (EXCLUDES HVAC PIPE INSTALLATION)	$ 37.15	16.92

SHEE0054-002 04/01/2020

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)	$ 29.70	13.85

SUTX2014-009 07/21/2014

	Rates	Fringes
TRUCK DRIVER: WATER TRUCK	$ 12.00	4.11
TRUCK DRIVER: SEMI-TRAILER TRUCK	$ 12.50	0.00
TRUCK DRIVER: FLATBED TRUCK	$ 19.65	8.57
TRUCK DRIVER: DUMP TRUCK	$ 11.97	1.23
TILE SETTER	$ 14.74	0.00
TILE FINISHER	$ 11.22	0.00
SHEET METAL WORKER, EXCLUDES HVAC DUCT INSTALLATION.	$ 14.62	0.00
ROOFER	$ 13.75	0.00
PAINTER: BRUSH, ROLLER, AND SPRAY	$ 13.14	0.00
OPERATOR: ROLLER	$ 13.11	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE)	$ 16.03	0.00
OPERATOR: MECHANIC	$ 17.52	3.33
OPERATOR: LOADER	$ 14.01	0.44
OPERATOR: GRADER/BLADE	$ 14.34	1.68
OPERATOR: FORKLIFT	$ 15.00	0.00
OPERATOR: DRILL	$ 16.22	0.34
OPERATOR: BULLDOZER	$ 18.29	1.31
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$ 13.93	0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 14.33	0.00
LABORER: ROOF TEAROFF	$ 11.28	0.00
LABORER: PIPELAYER	$ 12.49	2.13
LABORER: MASON TENDER - CEMENT/CONCRETE	$ 9.93	0.00
LABORER: MASON TENDER - BRICK	$ 10.96	0.00
LABORER: COMMON OR GENERAL	$ 11.57	0.00
IRONWORKER, STRUCTURAL	$ 20.74	5.25
IRONWORKER, REINFORCING	$ 13.35	0.00
INSULATOR - MECHANICAL (DUCT, PIPE & MECHANICAL		

SYSTEM INSULATION).....$ 19.77 7.13
FORM WORKER.....$ 11.83 0.00
ELECTRICIAN.....$ 22.96 4.83
CEMENT MASON/CONCRETE FINISHER.....$ 14.68 0.00
CARPENTER, EXCLUDES FORM WORK.....$ 14.56 0.00
BRICKLAYER.....$ 20.00 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)).

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

===

END OF GENERAL DECISION

"

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. ES00027062

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

THAT WE, GridTech, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Everest Reinsurance 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 Ten million seven hundred forty five thousand two hundred seventy five dollars and 41 /100 Dollars ($10,745,275.41) 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 Northwest Substation Construction as described in CSP/RFP No. 26-091,

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. ES00027062

FOR THE CONTRACTOR:

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

By: _____

Name: Matt Young

Title: President

Date: 09/24/26

(Name of Contractor) GridTech, LLC

By: _____

Name: Jesse Mullins

Title: Vice President

Date: 09/24/26

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

By: _____

Name: Nancy Steffen

Title: Surety Witness

Date: 09/02/26

Everest Reinsurance Company
(Full Name of Surety)

4401 Northside Parkway, Suite 800

Atlanta, GA 30327
(Address of Surety for Notice)

By: _____

Name: Kayla Plowman

Title: Attorney-in-Fact

Date: 09/02/26

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. 26300768
Electric Construction Services Agreement Over $50,000
Form 08-30-2021

TEXAS STATUTORY PAYMENT BOND

Bond No. ES00027062

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

THAT WE, GridTech, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Everest Reinsurance Company, a corporation organized and existing under the laws of the State of Delaware, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Ten million seven hundred forty five thousand two hundred seventy five dollars and 41/100 Dollars ($10,745,275.41) 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 24 day of September, 2026, for Northwest Substation Construction as described in CSP/RFP No. 26-091,

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. ES00027062

FOR THE CONTRACTOR:

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

(Name of Contractor) GridTech, LLC

By: _____

Name: Matt Young

Title: President

Date: 09/24/26

By: _____

Name: Jesse Mullins

Title: Vice President

Date: 09/24/26

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

Everest Reinsurance Company
(Full Name of Surety)

By: _____

Name: Nancy Steffen

Title: Surety Witness

Date: 09/02/26

4401 Northside Parkway, Suite 800

Atlanta, GA 30327

(Address of Surety for Notice)

By: _____

Name: Kayla Plowman

Title: Attorney-in-Fact

Date: 09/02/26

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. 26300768
Electric Construction Services Agreement Over $50,000
Form 08-30-2021

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Eric Ragone, Kayla Plowman

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016**:**

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 20th day of March 2026.

Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 20th day of March 2026, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 2nd day of September 2026.

By: Sylvia Semerdjian, Secretary

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2026

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
McGriff, a Marsh & McLennan Agency LLC Company
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Lisa Vincent 205-583-9534
PHONE (A/C, No, Ext): 1-800-476-2211 **FAX (A/C, No):**
E-MAIL ADDRESS: Lisa.Vincent@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GridTech, LLC
2350 US Highway 31 NW
Hartselle, AL 35640

COVERAGES **CERTIFICATE NUMBER:** 3TSNWNVJ **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			1000090821261	01/31/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1000679605261	01/31/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			1000095662261	01/31/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1000005671	01/01/2026	01/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
B	Contractor's Equipment			QT-630-C2504141-TIL-26	01/01/2026	01/01/2027	Leased/Rented per Item Deductible Replacement Cost for L/R Scheduled EQ on file w/ co. Agreed Value		2,000,000 50,000

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

Project: Northwest Substation Construction

The City of College Station, its agents, officials, employees and volunteers are included as an Additional Insured on a primary and noncontributory basis by the General Liability policy, and the Automobile Liability and Excess Liability policies if required by written contract. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Excess Liability and Workers' Compensation & Employers Liability policies in favor of the Additional Insured(s) if required by written contract. A 30 day Notice of Cancellation is included for the General Liability, Automobile Liability, Workers' Compensation & Employers Liability and Excess/Umbrella Liability policies in favor of the Certificate Holder as required by written contract.

CERTIFICATE HOLDER

City of College Station
1101 Texas Avenue
College Station, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS AMENDATORY ENDORSEMENT

Policy Number: 1000679605261 **Effective Date:** 1/31/2026

Named Insured: GridTech, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

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

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written 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 for "bodily injury" or "property damage" caused, in whole or in part, by your use of a covered "auto". However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

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

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

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS AMENDATORY ENDORSMENT

Policy Number: 1000679605261 **Effective Date:** 1/31/2026

Named Insured: GridTech, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, c., is amended by the addition of the following:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (BLANKET WAIVER OF SUBROGATION) AMENDATORY ENDORSEMENT

Policy Number:	1000679605261	**Effective Date:**	1/31/2026
Named Insured:	GridTech, LLC		

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

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

A. It is hereby agree that **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Business Auto Coverage Form, and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Motor Carrier Coverage Form are deleted in their entirety and replaced with the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

B. It is hereby agreed that **SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph **C.** Locations And Operations Medical Payments Coverage of Section **II** – General Liability Coverages.

All other terms and conditions of this Policy remain unchanged.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium

   The premium charge for this endorsement shall be 2.0% 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: See Extension Page

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.:1000005671 Endorsement No.:

Insured: GridTech, LLC Premium:

Insurance Company: Starr Indemnity & Liability Company Countersigned by: _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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

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

Endorsement Effective: 01/01/2026 Policy No.: 1000005671 Endorsement No.:

Insured: GridTech, LLC Premium:

Insurance Company: Starr Indemnity & Liability Company Countersigned by: _____

Starr Indemnity & Liability Company

Other Insurance – Primary and Noncontributory for Additional Insured Amendatory Endorsement

Policy Number: 1000095662261 **Effective Date:** 01/31/2026 at 12:01 A.M.
Named Insured: GridTech, LLC

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION IV. CONDITIONS**, **I. Other Insurance** is deleted in its entirety and replaced by the following:

I. Other Insurance

If other insurance applies to "Ultimate Net Loss" that is also covered by this Policy, this Policy will apply excess of, and will not contribute to, the other insurance. Nothing herein will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, other insurance does not include:

1. "Underlying Insurance";

2. Insurance that is specifically written as excess over this Policy; or

3. Insurance held by a person(s) or organization(s) qualifying as an additional insured in "Underlying Insurance," but only when the written contract or agreement that mandates such additional insured status:

a. Requires a specific limit of insurance that is in excess of the Underlying Limits of Insurance;
b. Requires that your insurance be primary and not contribute with that of the additional insured; and
c. Is executed prior to the loss.

In such case as described in subparagraph **3.** above, we shall not seek contribution from the additional insured's primary or excess insurance for which they are a named insured for amounts payable under this insurance.

The Limits of Insurance afforded the additional insured pursuant to subparagraph **3.** above shall be the lesser of the following:

a. The minimum limits of insurance required in the contract or agreement; or
b. The Limits of Insurance shown in the Declarations of this Policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for the funding of legal liabilities.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Subrogation Endorsement

Policy Number: 1000095662261 **Effective Date:** 01/31/2026 at 12:01 A.M.

Named Insured: GridTech, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION IV. CONDITIONS, K. Transfer of Rights of Recovery Against Others to Us** is amended to include the following:

SCHEDULE

Name Of Person(s) Or Organization(s):
All as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

All other terms and conditions of this Policy remain unchanged.

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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
Where Required By Written Contract	Where Required By Written Contract
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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COMMERCIAL GENERAL LIABILITY
CG 20 43 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT

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(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or

2. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

B. The insurance afforded to such additional insured described in Paragraph **A.** of this endorsement:

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.

C. With respect to insurance afforded to these additional insureds, the following additional exclusion applies:
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

1. Legal, accounting or advertising services;

2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;

3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

4. Engineering Services, including related supervisory or inspection services;

5. Medical, surgical, dental, X-ray or nursing services treatment advice or instruction;

6. Any health or therapeutic service treatment, advice or instruction;

7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

10. Body piercing services;

11. Services in the practice of pharmacy;

12. Law enforcement or firefighting services; and

13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 failure to render any professional service.

D. 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 described in Paragraph A.; 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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COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

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.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company	**INSURED** GridTech, LLC
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 09/01/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Installation Floater

Policy Number: QT-630-C2504141-TIL-26
Policy Insurer: Travelers Property Casualty Company of America
Policy Term: 1/1/26 to 1/1/27

Limits:
$1,000,000 Policy Limit (Applies to All Jobsites)
$ 250,000 Temporary Storage (sublimit)
$ 250,000 Transit (sublimit)

Rigging Projects - Included

Deductible:
$ 5,000 Per Occurrence

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company	INSURED GridTech, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 09/01/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Coverage: Contractor's Protective Professional Indemnity & Liability / Contractor's Pollution

Carrier: Arch Specialty Insurance Company (Non-Admitted)
NAIC #: 21199
Policy No.: CPP0070242-02
Effective: 2/14/2026
Expiration: 2/14/2027

Limits of Liability:

Contractors Professional Liability: $3,000,000 each claim/$6,000,000 aggregate
Contractors Pollution Liability: $5,000,000 each claim/$6,000,000 aggregate
Protective Indemnity: $3,000,000 each claim/$6,000,000 aggregate
Professional Rectification Indemnity Coverage: $3,000,000 each claim/$6,000,000 aggregate
Pollution Mitigation Coverage: $5,000,000 each claim/$6,000,000 aggregate
Pollution Legal Liability: $5,000,000 each claim/$6,000,000 aggregate

Policy Period Aggregate: $6,000,000

SIR: $50,000 Each Claim, except $0 Protective Indemnity

Retro Dates:
Professional: 10/3/2018
Pollution: N/A
Protective Indemnity: 10/3/2018
Professional Rectification Indemnity Coverage: 10/3/2018
Pollution Mitigation Coverage: 10/3/2018
Pollution Legal Liability: Per Schedule

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EXHIBIT D
PLANS AND SPECIFICATIONS

If the plans and specifications from the RFP/CSP No. 26-091 are not physically inserted here, then they are fully incorporated into this contract by reference.

SCOPE OF WORK

The City of College Station Utilities (COCS) will be building a new 138/12.5 kV substation, just off Raymond Stotzer Parkway and Jones Road, west of the John Sharp Parkway (Hwy 47)/Raymond Stotzer Parkway (Hwy 60) intersection. The actual site is upon the City of College Station property. The substation is named Northwest Substation, 5288 Raymond Stotzer Parkway, College Station Tx.

The Northwest Substation will have four (4) 138 kV Gas Circuit Breakers (GCB) along with the 138 kV bus providing looped sourcing ("ring bus" type protection) from two connection points, as shown in the drawings.

One (1) 15/20/25/28.5 MVA load tap changing substation transformer will be installed by the Contractor. One (1) 25/33.3/41.7/46.7 MVA load tap changing substation transformer will be installed as well. The configuration will be one (1) 28.5 MVA transformer, (1) 46.7 MVA transformer with transformer protection on the 138 kV side protected by a S&C Model 2010 Circuit Switcher, with six (6) distribution feeders, coupled with two (2) 15 kV totalizing breakers for low side protection on the operating bus and one (1) tie breaker on the operating bus.

The 15 kV distribution bus will feature six (6) distribution circuit bays, three (3) per transformer, with a bus tie breaker between transformer bays. The six (6) distribution circuits can be served from the substation, with the single transformer capable of feeding the entire length of the bus. Additionally, a main and transfer bus will be provided for the flexibility to feed any distribution circuit temporarily, should it be necessary for normal maintenance and/or emergency feed conditions.

Adjacent to the new COCS Northwest Road Substation, a new Bryan Texas Utilities (BTU) 138 kV/12.5 substation will be built. The BTU substation will provide the COCS 138 kV bus looped sourcing from two (2) 138 kV transmission line connection points, as shown in the drawings.

One (1) self-contained, site-built control enclosure will be installed to house the City of College Station (COCS) equipment. The shelter will house relay/communication panels, DC battery bank, and termination points for equipment control and relay wiring. An overhead 50 kVA transformer will provide underground secondary 120/240V station service and a standby generator with an automatic transfer switch will provide emergency power.

Area aesthetics will be enhanced by the use of a prefabricated stone/concrete panel wall to screen the substation components from outside viewing.

The successful Bidder for this project will build the substation as detailed in the prints and with the equipment and processes outlined in the following material groups to provide a turn-key job to the COCS.

EXHIBIT E
CONSTRUCTION SCHEDULE

Total number of calendar days to substantial completion is 490 days from notice to proceed.

EXHIBIT F
SCHEDULE OF VALUES

CSP/RFP No. 26-091

NORTHWEST SUBSTATION

08/03/26 @ 2:00 P.M.

BID SUMMARY

Group	Group Description	Total Proposed Bid ($)
A	Structures	$ 2,720,844.95
B	Three Pole Group Operated Air Break Switches and Accessories	$ 52,036.00
C	Surge Arresters	$ 4,293.06
D	Single Pole Disconnect Switches	$ 54,332.13
E	145 kV Circuit Switchers and Circuit Breakers	$ 20,294.06
F	15 kV Substation Circuit Breakers	$ 9,366.48
G	Instrument and Metering Transformers	$ 24,196.76
H	Transformers	$ 469,240.19
K	Conduit, Cabling, and Wiring Modifications	$ 1,630,537.18
L	Foundations	$ 1,775,564.94
M	Site Preparation	$ 1,562,016.04
N	Pre-Fabricated Wall	$ 564,165.28
O	Station Grounding	$ 357,384.82
P	Control House	$ 899,831.82
Q	Substation Area Lighting	$ 14,570.08
R	Acceptance Testing	$ 365,355.18
S	Standy-by Generator & Automatic Transfer Switch	$ 21,850.00
T	ERCOT Transmission/COCS/BTU Interconnection Construction Units	$ 5,500.00
V	Security System Installation	$ 13,269.18
X	Underground Exit Construction Units	$ 180,627.26
GRAND TOTAL BID - ALL GROUPS (COCS)		$ 10,745,275.41

GridTech,LLC

CONTRACTOR NAME

GROUP A - STRUCTURES

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
A-100	138kV Switch Stand, Three-Phase, 8' Phase Spacing, 23' Bus Height, Tube	6	Ea.	$ 1,561.08	$ -	$ 1,561.08	$ 9,366.48
A-111	138 kV Switch Stand, Three-Phase, 8’ Phase Spacing, 15’ Bus Height, Tube	4	Ea.	$ 1,300.90	$ -	$ 1,300.90	$ 5,203.60
A-116	138 kV Bus Support, Single-Phase, 23’ Bus Height, Tube	10	Ea.	$ 1,300.90	$ -	$ 1,300.90	$ 13,009.00
A-121	138 kV Bus Support, Single-Phase, 15’ Bus Height, Tube	26	Ea.	$ 400.28	$ -	$ 400.28	$ 10,407.28
A-131	138 kV Potential Transformer Stand, Single-Phase, 7’ Height, Tube	12	Ea.	$ 650.45	$ -	$ 650.45	$ 7,805.40
A-136	138 kV Current Transformer Stand, Single-Phase, 10’ Height, Tube	6	Ea.	$ 650.45	$ -	$ 650.45	$ 3,902.70
A-140	12.5 kV Distribution Operational/Transfer Bus Stand	8	Ea.	$ 3,642.52	$ -	$ 3,642.52	$ 29,140.16
A-141	12.5 kV Distribution Operational/Transfer Bus Stand with Potential Transformer	2	Ea.	$ 3,642.52	$ -	$ 3,642.52	$ 7,285.04
A-142	12.5 kV Distribution Truss, 10’ Length	6	Ea.	$ 1,545.20	$ -	$ 1,545.20	$ 9,271.20
A-143	12.5 kV Distribution Truss, 12’ Length	2	Ea.	$ 1,652.00	$ -	$ 1,652.00	$ 3,304.00

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
A-144	12.5 kV Distribution Total Breaker Stand	2	Ea.	$ 1,951.35	$ -	$ 1,951.35	$ 3,902.70
A-145	12.5 kV Distribution Tie Breaker Stand	1	Ea.	$ 2,601.80	$ -	$ 2,601.80	$ 2,601.80
A-146	12.5 kV Distribution URD Riser Stand	6	Ea.	$ 1,040.72	$ -	$ 1,040.72	$ 6,244.32
A-155	138 kV H-Frame Dead-End	2	Ea.	$ 13,009.00	$ -	$ 13,009.00	$ 26,018.00
A-160	Shield Pole, 55' Height w/ 8' Rod	4	Ea.	$ 1,951.35	$ -	$ 1,951.35	$ 7,805.40
A-165	Camera Pole	6	Ea.	$ 1,322.71	$ -	$ 1,322.71	$ 7,936.26
A-170	Structure, Switch Operator Ground Pad	12	Ea.	$ 355.26	$ -	$ 355.26	$ 4,263.12
A-200	All Secondary Bus, Tubular & Wire, 12.5kV Three-phase	1	Lot	$108,924.41	$ 663,705.19	$ 772,629.60	$ 772,629.60
A-201	All 138kV Primary Bus, Tubular & Wire Three-phase	1	Lot	$247,972.49	$ 1,385,722.10	$ 1,633,694.59	$ 1,633,694.59
A-202	Shield Wire	1	Lot	$ 22,141.33	$ 134,912.97	$ 157,054.30	$ 157,054.30
TOTALS FOR GROUP A							$ 2,720,844.95

GROUP B - THREE POLE GROUP OPERATED AIR BREAK SWITCHES AND ACCESSORIES

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total
B-221A	138 kV Three-Phase V2-CA Aluminum Vertical Break Switch, 2000 Amp, 650kV BIL, 23' Bus Height, 8' Phase Spacing, group operated, manual worm gear operators, with arc horns but without whips, with auxiliary switch	6	Ea.	$ 5,203.60	$ -	$ 5,203.60	$ 31,221.60
B-221B	138 kV Three-Phase V2-CA Aluminum Vertical Break Switch, 2000 Amp, 650kV BIL, 15' Bus Height, 8' Phase Spacing, group operated, manual worm gear operators, with arc horns but without whips, with auxiliary switch	4	Ea.	$ 5,203.60	$ -	$ 5,203.60	$ 20,814.40
TOTALS FOR GROUP B							$ 52,036.00

GROUP C - SURGE ARRESTERS

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total
C-250	138kV Surge Arrester, Station Class, 98kV MCOV, Porcelain	6	Ea.	$ 520.36	$ -	$ 520.36	$ 3,122.16
C-251	12.5kV Surge Arrester, Station Class, 8.4kV MCOV, Porcelain	18	Ea.	$ 65.05	$ -	$ 65.05	$ 1,170.90
TOTALS FOR GROUP C							$ 4,293.06

GROUP D - SINGLE POLE DISCONNECT SWITCHES

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total
D-222	14.4 kV Hook Stick Disconnects, Cleveland Price Copper, Single-Phase, Copper, 2000 Amp	21	Ea.	$ 650.45	$ -	$ 650.45	$ 13,659.45
D-224	15 kV, 110 kV BIL, 50 kA Type L Cutout w/Tandem ELF Dropout Fuse, 3A Type D Fuse Link: L CUTOUT w/Tandem ELF Fuse L4BTL1A2H (See Cooper Manual 240-67)	6	Ea.	$ 585.40	$ -	$ 585.40	$ 3,512.40
D-224A	15 kV, 110 kV BIL, 50 kA Type L Cutout w/Tandem ELF Dropout Fuse, 10A Type D Fuse Link: L CUTOUT w/Tandem ELF Fuse L4BTL1A2M (See Cooper Manual 240-67)	2	Ea.	$ 585.40	$ -	$ 585.40	$ 1,170.80
D-224B	15 kV, Single Phase Bracket with Triple Position	1	Ea.	$ 865.00	$ -	$ 865.00	$ 865.00
D-225	14.4 kV Hook Stick Disconnects, Cleveland Price Copper, Single-Phase, 1200 Amp with special mounting base	18	Ea.	$ 975.68	$ -	$ 975.68	$ 17,562.24
D-226	14.4 kV Tandem Hook Stick Disconnects, Cleveland Price Copper, Single-Phase, Copper, 1200 Amp with special mounting base	18	Ea.	$ 975.68	$ -	$ 975.68	$ 17,562.24
TOTALS FOR GROUP D							$ 54,332.13

GROUP E - 145 kV CIRCUIT SWITCHERS AND CIRCUIT BREAKERS

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
E-210	145 kV Gas Circuit Breaker - HVB (GCB), 3000A, 125VDC - Siemens SPS2S	4	Ea.	$ 1,821.26	$ -	$ 1,821.26	$ 7,285.04
E-215	145 kV Circuit Switcher - S&C Series 2010, 1200A, 125VDC	2	Ea.	$ 6,504.51	$ -	$ 6,504.51	$ 13,009.02
TOTALS FOR GROUP E							$ 20,294.06

GROUP F - 15 kV VACUUM DISTRIBUTION CRCUIT BREAKERS AND/OR RECLOSERS

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
F-212	15kV Distribution Vacuum Circuit Breakers (Totalizing), 3000 Amp, 125 VDC	3	Ea.	$ 1,040.72	$ -	$ 1,040.72	$ 3,122.16
F-213	15 kV Distribution Vacuum Circuit Breakers (Feeders), 1250 Amp, 125 VDC	6	Ea.	$ 1,040.72	$ -	$ 1,040.72	$ 6,244.32
TOTALS FOR GROUP F							$ 9,366.48

GROUP G - INSTRUMENT AND METERING TRANSFORMERS

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
G-231	138 kV Potential Transformer, 80500/115/67.08 V	12	Ea	$ 780.54	$ -	$ 780.54	$ 9,366.48
G-232	15 kV Potential Transformer, 7200/120 V	6	Ea	$ 520.36	$ -	$ 520.36	$ 3,122.16
G-236	138 kV Current Transformer, 100/50-5 A	6	Ea	$ 780.54	$ -	$ 780.54	$ 4,683.24
G-282	15 kV PT Junction Box	2	Ea	$ 878.11	$ -	$ 878.11	$ 1,756.22
G-285	138 kV PT Junction Box	4	Ea	$ 878.11	$ -	$ 878.11	$ 3,512.44
G-286	138 kV Metering CT Junction Box	2	Ea	$ 878.11	$ -	$ 878.11	$ 1,756.22
TOTALS FOR GROUP G							$ 24,196.76

GROUP H - TRANSFORMER

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
H-260	Three-Phase Power Transformer T1 Installation	1	Lot	$ 5,854.06	$ 228,570.90	$ 234,424.96	$ 234,424.96
H-261	Three-Phase Power Transformer T2 Installation	1	Lot	$ 5,854.06	$ 228,570.90	$ 234,424.96	$ 234,424.96
H-300	Station Service Transformer, 7.2kV to 120/240 VAC	1	Lot	$ 390.27	$ -	$ 390.27	$ 390.27
TOTALS FOR GROUP H							$ 469,240.19

GROUP K - CONDUIT, CABLING, and WIRING MODIFICATIONS

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
K-100	Conduit, Below Grade	1	Lot	$ 865,830.22	$ 85,299.52	$ 951,129.74	$ 951,129.74
K-110	Conduit, Above Grade	1	Lot	$ 8,445.45	$ 921.38	$ 9,366.83	$ 9,366.83
K-120	Trenching and Backfill for Conduit Installation	1	Lot	$ 6,964.67	$ 4,708.21	$ 11,672.88	$ 11,672.88
K-130	Trenwa Trench System, Pedestrian and Road Cross, Lids and End Plates	1	Lot	$ 56,133.86	$ 120,546.24	$ 176,680.10	$ 176,680.10
K-140	Copper Cable Installation CT, PT, AC, and DC	1	Lot	$ 236,197.51	$ 244,397.36	$ 480,594.87	$ 480,594.87
K-150	Communication Cable Installation	1	Lot	$ 1,092.76	$ -	$ 1,092.76	$ 1,092.76
TOTALS FOR GROUP K							$ 1,630,537.18

GROUP L - FOUNDATIONS

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
L201	Electrical Control Enclosure (ECE)	1	Ea.	$ 158,202.55	$ 35,120.45	$ 193,323.00	$ 193,323.00
L202	ECE Porch (Single Door)	1	Ea.	$ 7,773.84	$ 4,828.34	$ 12,602.18	$ 12,602.18
L203	ECE Porch (Double Door)	1	Ea.	$ 4,006.47	$ 1,454.90	$ 5,461.37	$ 5,461.37
L210	Emergency Generator Pad	1	Ea.	$ 5,008.08	$ 1,787.91	$ 6,795.99	$ 6,795.99
L300	138 kV Switch Stand Foundation, Tube, 2-Foundations Per Unit	10	Ea.	$ 10,040.79	$ 5,729.15	$ 15,769.94	$ 157,699.40
L301	138 kV Single-Phase Bus Support, Tube, 1-Foundation Per Unit	36	Ea.	$ 3,361.81	$ 1,914.99	$ 5,276.80	$ 189,964.80
L302	138 kV PT Stand Foundation, Tube, 1-Foundation Per Unit	12	Ea.	$ 5,020.39	$ 2,864.58	$ 7,884.97	$ 94,619.64
L303	138 kV CT Stand Foundation, Tube, 1-Foundation Per Unit	6	Ea.	$ 5,020.39	$ 2,864.58	$ 7,884.97	$ 47,309.82
L304	138 kV Circuit Switcher Foundation, 2-Foundations Per Unit	2	Ea.	$ 17,850.28	$ 10,119.64	$ 27,969.92	$ 55,939.84
L305	12.5kV Total Breaker Structure Foundation, 2-Foundations Per Unit	2	Ea.	$ 9,590.06	$ 5,527.70	$ 15,117.76	$ 30,235.52
L306	12.5kV Tie Breaker Structure Foundation, 2-Foundations Per Unit	1	Ea.	$ 10,040.79	$ 5,729.15	$ 15,769.94	$ 15,769.94
L307	12.5kV Tee Structure Foundation, 1-Foundation Per Unit	10	Ea.	$ 5,020.39	$ 2,864.58	$ 7,884.97	$ 78,849.70
L308	12.5kV Riser Structure Foundation, 1-Foundation Per Unit	6	Ea.	$ 5,020.39	$ 2,864.58	$ 7,884.97	$ 47,309.82
L310	138 kV Gas Circuit Breaker Pad (HVB)	4	Ea.	$ 3,580.78	$ 1,309.68	$ 4,890.46	$ 19,561.84
L311	138/12.5 kV Transformer Pad	2	Ea.	$ 236,923.08	$ 63,741.61	$ 300,664.69	$ 601,329.38
L312	12.5 kV 3000A Circuit Breaker Pad	3	Ea.	$ 3,004.85	$ 1,121.89	$ 4,126.74	$ 12,380.22
L313	12.5 kV 1200A Circuit Breaker Pad	6	Ea.	$ 2,003.23	$ 788.88	$ 2,792.11	$ 16,752.66
L320	Shield Pole	4	Ea.	$ 15,232.22	$ 8,877.08	$ 24,109.30	$ 96,437.20
L321	138 kV H-Frame Dead-end, 2-Foundations Per Unit	2	Ea.	$ 29,448.96	$ 17,162.35	$ 46,611.31	$ 93,222.62
TOTALS FOR GROUP L							$ 1,775,564.94

GROUP M - SITE PREPARATION

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
M-800	Mobilization/Demobilization	1	Lot	$ 139,294.87	$ -	$ 139,294.87	$ 139,294.87
M-801	Testing Company	1	Lot	$ -	$ 84,270.37	$ 84,270.37	$ 84,270.37
M-804	Drainage structures & piping	1	Lot	$ -	$ 18,500.00	$ 18,500.00	$ 18,500.00
M-805	SWPPP Permit, Installation, Monitoring, Removal	1	Lot	$ -	$ 6,352.00	$ 6,352.00	$ 6,352.00
M-806R	Site - Structure and Soil Removal	1	Lot	$ -	$ 62,428.00	$ 62,428.00	$ 62,428.00
M-807	Site - Grading and Compaction	1	Lot	$ -	$ 1,112,884.65	$ 1,112,884.65	$ 1,112,884.65
M-808	Site - Substation Gravel	1	Lot	$ 38,956.77	$ 99,329.38	$ 138,286.15	$ 138,286.15
TOTALS FOR GROUP M							$ 1,562,016.04

GROUP N - PRE-FABRICATED WALL

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
N-100	Substation Wall, Gates and Concertina Wire	1	Lot	$ -	$ 564,165.28	$ 564,165.28	$ 564,165.28
TOTALS FOR GROUP N							$ 564,165.28

GROUP O - STATION GROUNDING

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
O-500	Station Grounding	1	Ea.	$236,598.70	$ 120,786.12	$ 357,384.82	$ 357,384.82
TOTALS FOR GROUP O							$ 357,384.82

GROUP P - PRE-ASSEMBLED ELECTRICAL CONTROL ENCLOSURE

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
P-100	COCS Electrical Control Enclosure	1	Ea	$ 13,659.45	$ 886,172.37	$ 899,831.82	$ 899,831.82
TOTALS FOR GROUP P							$ 899,831.82

GROUP Q - SUBSTATION AREA LIGHTING

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
Q-100	LED Wall Pack Lights	16	Ea	$ 910.63	$ -	$ 910.63	$ 14,570.08
TOTALS FOR GROUP Q							$ 14,570.08

GROUP R - Acceptance Testing

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
R-100	Overhead Bus and Bus Support Structures	1	Lot	$ -	$ 150,147.12	$ 150,147.12	$ 150,147.12
R-101	145 kV Gang Operated Air Switch	10	Ea.	$ -	$ 1,595.54	$ 1,595.54	$ 15,955.40
R-102	15kV Hook Stick Disconnect Switch	57	Ea.	$ -	$ 262.43	$ 262.43	$ 14,958.51
R-103	15 kV Single Pole Fused Hook Stick Disconnect	8	Ea.	$ -	$ 179.50	$ 179.50	$ 1,436.00
R-104	145 kV Gas Circuit Breaker	4	Ea.	$ -	$ 558.44	$ 558.44	$ 2,233.76
R-105	15 kV Vacuum Circuit Breaker	9	Ea.	$ -	$ 319.11	$ 319.11	$ 2,871.99
R-106	145 kV Circuit Switcher	2	Ea.	$ -	$ 1,994.43	$ 1,994.43	$ 3,988.86
R-107	145 kV Instrument Potential Transformer	12	Ea.	$ -	$ 239.33	$ 239.33	$ 2,871.96
R-108	145 kV Instrument Current Transformer	6	Ea.	$ -	$ 239.33	$ 239.33	$ 1,435.98
R-109	15 kV Instrument Potential Transformer	6	Ea.	$ -	$ 159.55	$ 159.55	$ 957.30

R-110	145 kV Surge Arrester	6	Ea.	$ -	$ 159.55	$ 159.55	$ 957.30
R-111	15 kV Surge Arrester	18	Ea.	$ -	$ 19.94	$ 19.94	$ 358.92
R-112	Control House AC and DC System	1	Lot	$ -	$ 1,196.66	$ 1,196.66	$ 1,196.66
R-113	600-Volt Cables	1	Lot	$ -	$ 80,809.75	$ 80,809.75	$ 80,809.75
R-114	Fiber Optic Cables and Accessories	1	Lot	$ -	$ 335.07	$ 335.07	$ 335.07
R-115	Panel Verification and Point to Point Internal Wiring Verification	6	Ea.	$ -	$ 199.44	$ 199.44	$ 1,196.64
R-116	Transformer T1 Acceptance Testing	1	Lot.	$ -	$ 1,794.99	$ 1,794.99	$ 1,794.99
R-117	Equipment Grounding to Grid Testing	1	Lot	$ -	$ 72,546.62	$ 72,546.62	$ 72,546.62
R-118	Thermographic Survey	1	Lot	$ -	$ 7,507.36	$ 7,507.36	$ 7,507.36
R-119	Transformer T2 Acceptance Testing	1	Lot.	$ -	$ 1,794.99	$ 1,794.99	$ 1,794.99
TOTALS FOR GROUP R							$ 365,355.18

GROUP S - Standby Generator & Automatic Transfer Switch

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
S101	Standy-by Generator - 50kW, 200 Amp Continuous as per bid specifications Manufacturer Catalog No. SD0050DG174.5D18DPYY3	1	Ea	$ 2,500.00	$ 15,000.00	$ 17,500.00	$ 17,500.00
S102	Automatic Transfer Switch - 200 Amp Continuous as per bid specifications Manufacturer Catalog No. TX611NN0200A2CH	1	Ea.	$ 850.00	$ 3,500.00	$ 4,350.00	$ 4,350.00
TOTALS FOR GROUP S							$ 21,850.00

GROUP T - ERCOT TRANSMISSION/COCS/BTU INTERCONNECTION CONSTRUCTION UNITS

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
T-100	Multi-Mode Fiber Interconnection Installation	1	Ea	$ 5,500.00	$ -	$ 5,500.00	$ 5,500.00
TOTALS FOR GROUP T							$ 5,500.00

GROUP V - SECURITY SYSTEM INSTALLATION

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
V-100	Camera Junction Box	6	Ea.	$ 2,211.53	$ -	$ 2,211.53	$ 13,269.18
TOTALS FOR GROUP V							$ 13,269.18

GROUP X - UNDERGROUND EXIT CONSTRUCTION UNITS

Unit #	Description	Quantity	Unit	Unit Price Labor	Unit Price Material	Unit Price Total	Total Extended Price
X100	Trenching and Backfill for 15kV URD 3 Phase Conduit	1	Lot	$ 47,674.39	$ 24,857.55	$ 72,531.94	$ 72,531.94
X101	15kV URD 3 Phase Conduit	1	Lot	$ 18,552.00	$ 6,524.00	$ 25,076.00	$ 25,076.00
X102	Manhole for 15kV URD 3 Phase Conduit	4	Ea.	$ 17,291.14	$ 3,463.69	$ 20,754.83	$ 83,019.32
TOTALS FOR GROUP X							$ 180,627.26

CSP/RFP No. 26-091

NORTHWEST SUBSTATION

08/03/26 @ 2:00 P.M.

PROPOSAL SUMMARY

Group	Group Description	GRIDTECH, LLC Total Proposed Bid ($)
A	Structures	$ 2,720,844.95
B	Three Pole Group Operated Air Break Switches and Accessories	$ 52,036.00
C	Surge Arresters	$ 4,293.06
D	Single Pole Disconnect Switches	$ 54,332.13
E	145 kV Circuit Switchers and Circuit Breakers	$ 20,294.06
F	15 kV Substation Circuit Breakers	$ 9,366.48
G	Instrument and Metering Transformers	$ 24,196.76
H	Transformers	$ 469,240.19
K	Conduit, Cabling, and Wiring Modifications	$ 1,630,537.18
L	Foundations	$ 1,775,564.94
M	Site Preparation	$ 1,562,016.04
N	Pre-Fabricated Wall	$ 564,165.28
O	Station Grounding	$ 357,384.82
P	Control House	$ 899,831.82
Q	Substation Area Lighting	$ 14,570.08
R	Acceptance Testing	$ 365,355.18
S	Standy-by Generator & Automatic Transfer Switch	$ 21,850.00
T	ERCOT Transmission/COCS/BTU Interconnection Construction Units	$ 5,500.00
V	Security System Installation	$ 13,269.18
X	Underground Exit Construction Units	$ 180,627.26
	GRAND TOTAL BID - ALL GROUPS (COCS)	$ 10,745,275.41
	TOTAL EVALUATION SCORE	96

September 24, 2026
Item No. 7.13.
Bed and Banks Permit Amendment Authorization (Permit No. 5913)

Sponsor: Gary Mechler, Director of Water, Stephen Maldonado, Assistant Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution authorizing the City Manager to file, execute, and direct all actions related to an application with the Texas Commission on Environmental Quality (TCEQ) to amend Water Use Permit No. 5913.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Sustainable City

Recommendation(s): Staff recommends approval.

Summary: Following the latest capacity expansion at the Lick Creek Wastewater Treatment Plant, the City's combined treated wastewater discharge across our treatment facilities has increased, necessitating an update to our bed and banks permit for groundwater-based return flows to match this higher volume.

This resolution authorizes the City Manager to file and manage an application with the Texas Commission on Environmental Quality (TCEQ) to amend Water Use Permit No. 5913, execute all necessary documents, represent the City in proceedings, and direct the settlement or compromise of the application on behalf of the City to secure official authorization for our increased discharge limits.

Budget & Financial Summary: N/A

Attachments:
1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE FILING AND EXECUTION OF WATER RIGHTS APPLICATION TO AMEND WATER USE PERMIT NO. 5913 WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

WHEREAS, the City of College Station (the "City") owns Water Use Permit No. 5913 ("Permit No. 5913");

WHEREAS, Permit No. 5913 authorizes the City to use the bed and banks of the Brazos River, its tributaries, and Oyster and Jones Creeks to convey current and future groundwater-based return flows for diversion and use of up to 12,881 acre-feet per year ("ac-ft/yr") (less carriage losses) for municipal, industrial, and agricultural purposes in Brazos, Grimes, Washington, Waller, Austin, Fort Bend, and Brazoria Counties in the Brazos River Basin, and Fort Bend, Brazoria, and Galveston Counties within the San Jacinto-Brazos Coastal Basin;

WHEREAS, Permit 5913 also authorizes diversion of groundwater-based return flows from: (1) a diversion point located on Carter's Creek in the Brazos River Basin, (2) a diversion point located on the Brazos River in the Brazos River Basin, and (3) two diversion points located on the Brazos River in the San Jacinto-Brazos Coastal Basin, authorized pursuant to Certificate of Adjudication Nos. 12-5168 and 12-5171;

WHEREAS, the City expanded the treatment capacity of the Lick Creek Wastewater Treatment Plant ("WWTP") (TPDES Permit No. WQ0010024003) from 2 million gallons per day ("MGD") to 5 MGD, thus increasing the combined discharge of Lick Creek WWTP and Carters Creek WWTP from 11.5 MGD (12,881 ac-ft/yr)) to 14.5 MGD (16,241 ac-ft/yr);

WHEREAS, the City must amend Permit No. 5913 to obtain authorization to increase the bed and banks conveyance of these return flows by 3 MGD (3,360 ac-ft/yr) for a total annual diversion of 14.5 MGD (16,241 ac-ft/yr);

WHEREAS, the City now seeks to file an application with the TCEQ pursuant to Texas Water Code § 11.042(b) to amend Permit No. 5913 to (1) increase the quantity of groundwater-based return flows authorized for conveyance using the bed and banks of the Brazos River and its tributaries, Jones Creek, and Oyster Creek for subsequent diversion and use to 16,241 ac-ft/yr (14.5 MGD) and (2) increase the maximum combined diversion rate (the "Application");

WHEREAS, the Texas Water Code and the Rules of TCEQ require that an application for a bed and banks authorization be executed by a duly authorized official of the City; and,

WHEREAS, upon full review, City Council authorizes the City Manager to execute the Application on behalf of the City.

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

SECTION 1. The City of College Station hereby seeks to file the Application, and the City Manager is authorized to file the Application in the name of the City in accordance with State law.

SECTION 2. The City Manager is hereby authorized to execute the Application for and on behalf of the City of College Station, and any other amendments or documents as are necessary for authorization to amend the Permit No. 5913.

SECTION 3. The City Manager is hereby authorized and directed on behalf of the City of College Station to file the Application and to appear and arrange for the appearances of persons representing the City at any meetings, hearings, and other proceedings on the Application before TCEQ, and otherwise direct the prosecution, settlement, and compromise of the Application on behalf of the City of College Station, as appropriate.

SECTION 4. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of College Station, Texas, on this the _____ day of _____, 2026.

CITY OF COLLEGE STATION, TEXAS

_____
JOHN NICHOLS, MAYOR

ATTEST:

_____
TANYA D. SMITH, CITY SECRETARY

APPROVED AS TO FORM:

_____
ADAM C. FALCO, CITY ATTORNEY

September 24, 2026
Item No. 7.14.
Presentation, discussion, and possible action on an amendment to Resolution 7-10-25-7.8 which accepted $500,000 in CDBG-MIT funding from the Texas General Land Office to authorize the City Manager to execute post-award grant and program documents and act on the City's behalf with respect to any issues arising with the program.

Sponsor: David Brower

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution repealing and replacing resolution No. 7-10-25-7.8 which accepted $500,000 in CDBG-MIT funding from the Texas General Land Office to authorize the City Manager to execute post-award grant and program documents and act on the City's behalf with respect to any issues arising with the program.

Relationship to Strategic Goals:
Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the resolution amendment

Summary: In August 2025, the City of College Station entered into a contract to receive $500,000 in Community Development Block Grant Mitigation (CDBG-MIT) funds from the Texas General Land Office, distributed through the Brazos Valley Council of Governments under the state-approved Method of Distribution. The City qualifies for these mitigation funds based on the federal disaster declaration for the 2016 Texas floods. HUD defines mitigation as activities that increase community resilience and reduce long-term risk to life, property, and infrastructure, and this grant requires that 100% of the benefit serve low- and moderate-income residents in College Station.

City Council identified eligible projects in April 2023, submitted the application in May 2023, and formally adopted the project list and budget in July 2024: Flood Assessment, Lincoln Center Generator Installation, Meyers Senior & Community Center Generator Installation, and a Flood Warning System Pilot Project.

Updated cost estimates for the two generator installations came in significantly higher than anticipated, requiring a GLO contract amendment to revise the scope to a single generator project at the Lincoln Recreation Center. The amended resolution will authorize the City Manager to make necessary contract changes, including this adjustment to reduce the scope to one generator.

Budget & Financial Summary:

Attachments:
1. CDBG-MIT Resolution

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS, APPROVING THE ACCEPTANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT) FUNDS FROM THE GENERAL LAND OFFICE THROUGH THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS REGIONAL MITIGATION PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE POST-AWARD GRANT AND PROGRAM DOCUMENTS AND ACT ON THE CITY'S BEHALF WITH RESPECT TO ANY ISSUES ARISING WITH THE CDBG-MIT PROGRAM; AND REPEALING RESOLUTION NO. 07-10-25-7.8 IN ITS ENTIRETY.

WHEREAS, the Texas General Land Office (GLO) allocated $25,041,000.00 to the Brazos Valley Region as part of the Regional Mitigation Program; and

WHEREAS, the Brazos Valley Council of Governments (BVCOG) has been tasked with developing the method by which the funds will be distributed, also known as a Method of Distribution (MOD), under the State of Texas Community Development Block Grant Mitigation Action Plan, as amended; and

WHEREAS, the City of College Station, Texas, is included as a potential recipient of funding in the minimum amount of $500,000, subject to approval by the BVCOG Board of Directors and final approval by the GLO; and

WHEREAS, CDBG-MIT funds are required to reach a threshold tied to benefitting low- and moderate-income (LMI) persons and 100% of funds are required to be used for projects that benefit LMI persons in College Station; and

WHEREAS, the City's independent cost estimate for Lincoln Recreation Center Generator Installation project showed a significant change in the cost of generators and related work compared to pre-application estimates for the project, requiring submission of a request to modify the GLO grant agreement; now, therefore:

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

PART 1: That Resolution No. 07-10-25-7.8 approving acceptance of the Community Development Block Grant Mitigation Funds from GLO be repealed and replaced in its entirety by this Resolution.

PART 2: That the City Council hereby accepts the Community Development Block Grant Mitigation funds as awarded to the City under a grant agreement from the Texas General Land Office.

PART 3: That the City of College Station, Texas will commit Community Development Block Grant (direct entitlement funds) in an amount not to exceed $10,000.00 for the Flood Warning System project.

PART 4: That the City of College Station, Texas will commit Community Development Block Grant funds (direct entitlement, anticipated to be from grant no. B-MC-24-48-0007) in the amount of $53,191.22, or as otherwise approved by the U.S. Department of Housing and Urban Development under the City's annual action plan, for the Lincoln Recreation Center Generator Installation project.

PART 5: That the City Council hereby authorizes and designates the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms required by GLO or BVCOG for the Community Development Block Grant Mitigation Program on behalf of the City of College Station. The City Manager, as the authorized official, is granted the authority to apply for, accept, reject, modify, or terminate the City's application and associated grant agreement or other documents under the GLO grant agreement and CDBG-MIT Program on behalf of the City.

PART 6: 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

September 24, 2026
Item No. 8.1.
TAMU 150 Presentation

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding TAMU 150.

Relationship to Strategic Goals:
Good Governance

Recommendation(s):

Summary: Committee chairs from TAMU have requested an opportunity to make an informational presentation regarding the events which will occur throughout the academic year to commemorate TAMU's 150th anniversary.

Budget & Financial Summary:

Attachments:
None

September 24, 2026
Item No. 8.2.
SGA Presentation

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an update from representatives of the Texas A&M University (TAMU) Student Government Association (SGA).

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Staff recommends Council receive the presentation from the SGA representatives.

Summary: Each year, the TAMU student government appoints two liaisons to the City, one from the executive branch and one from the student senate. Staff meets with these representatives twice per month and the representatives attend and speak at council meetings when topics of concern to the student body arise. Tonight's presentation is an opportunity for this year's SGA representatives to introduce themselves to the council and present their priorities for the year.

Budget & Financial Summary: N/A

Attachments:
None

September 24, 2026
Item No. 8.3.
Update from the Historic Preservation Committee Chairperson

Sponsor: Ian Whittenton, Deputy City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding activities of the Historic Preservation Committee.

Relationship to Strategic Goals:
- Good Governance

Recommendation(s):

Summary: An update on the activities of the Update from the Historic Preservation Committee from Chairperson Harvell.

Budget & Financial Summary: None.

Attachments:
None

September 24, 2026
Item No. 9.1.
FY26 Budget Amendment 3

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on Budget Amendment Number 3 amending Ordinance No. 2025-4612, which amends the 2025-2026 Fiscal Year budget the in the amount of $12,714,696.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve Budget Amendment #3.

Summary: The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover expenditures, and after holding a public hearing on such budget amendment.

The proposed budget amendment is to increase the FY26 budget appropriations by $12,714,696 primarily due to $10,150,000 in capital expenditures related to timing of Electric department capital expenditures and the Adamson Lagoon slide. This amendment also includes interfund transfers from the Electric Fund to Electric CIP, an increase in the Water Impact Fee Fund to the Water Fund, and an Internal Service Fund increase for Employee Benefits to cover increased health insurance claims costs.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment. If approved, the net revised 2025-2026 budget appropriations will be $524,810,681.

Attachments:
1. FY26 Budget Amendment No 3 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2025-4612 AS BUDGET AMENDMENT NUMBER 3 AMENDING THE BUDGET FOR THE 2025-2026 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on August 28, 2025, the City Council of the City of College Station, Texas, adopted Ordinance No. 2025-4612 approving its Budget for the 2025-2026 Fiscal Year: and

WHEREAS, on January 8, 2026, the City Council of the City of College Station, Texas, adopted Ordinance 2026-4655 amending its Budget for the 2025-2026 Fiscal Year via Budget Amendment Number 1, and

WHEREAS, on May 28, 2026, the City Council of the City of College Station, Texas, adopted Ordinance 2026-4688 amending its Budget for the 2025-2026 Fiscal Year via Budget Amendment Number 2, and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2025-4612 is hereby amended by amending the 2025-2026 Budget adopted by a net amount of $12,714,696 as further detailed in **Exhibit A**.

PART 2: That this Budget Amendment Number 3 shall be attached to and made a part of the 2026-2026 Budget.

PART 3: That except as amended hereby, Ordinance No, 2025-4612 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

OPERATING BUDGET AMENDMENT ITEMS ($2,564,696):

1. **Additional Supplies for Fire Station #7 – General Fund - $139,000 (Budget Amendment).** This amendment includes four Fire Department items. The first funds a Station 7 SCBA (Self-Contained Breathing Apparatus) cache. The second and third relate to a monitor for Engine 727, both funded through Opioid Settlement Funds: one covers the initial purchase of the monitor, and the other covers its associated 5-year plan. The fourth item is to fund deployment travel costs.

2. **Tourism HOT Grants Special Summer Events – HOT Fund - $606,000 (Budget Amendment).** Tourism has sponsored several events this summer that have been approved by Council. Including a Savannah Bananas game and soccer friendly match inside Kyle Field, and USA Track and Field and Athletes Unlimited Softball League Championship.

3. **ADA Website Compliance – General Fund - $65,000 (Budget Amendment).** In order to meet compliance with the Americans with Disabilities Act, the City has hired a compliance firm to retool cstx.gov.

4. **Arts Center Building Improvements – General Fund - $25,000 (Budget Amendment).** The Arts Center has incurred several necessary improvements to the building including an A/C repair, facia repair and a fence installation for its youth program to be safe from increased construction traffic around the building.

5. **Impact Fee Audit – Impact Fee Funds - $22,000 (Budget Amendment).** This item covers the costs for the required Impact Fee audit. The audit fee is charged across all 6 Impact Fee Funds (Water, Wastewater, and Roadway Zones A-D).

6. **Emergency Repairs and Supplies – Water Fund - $500,000 (Budget Amendment); Wastewater Fund - $300,000 (Budget Amendment).** This item will increase the budget in the Water and Wastewater operating funds for additional emergency repairs and related workorder supply costs that were incurred in FY26. Both operating funds have sufficient revenues to cover these one-time costs.

7. **Police Department Grants – General Fund - $120,440 (Budget Amendment).** Police received grant funding from various donors including the Victim Service grant ($14,915), VOCA grant ($41,055), Headset grant ($10,400), COPS Microgrant ($38,320), and JAG grant ($15,750).

8. **Law Enforcement Officer Standards and Education (LEOSE) Funds – General Fund - $21,256 (Budget Amendment).** This item provides additional budget to meet State of Texas compliance requirements. The City of College Station received LEOSE funds and must show a corresponding budget for use of those funds.

9. **Police Department Night Vision Goggles – General Fund - $95,000 (Budget Amendment).** Additional funding is requested for the replacement of SWAT night vision goggles due to aging equipment and increased failure rates.

10. **Fleet Replacements – Electric, Drainage, Wastewater, and Solid Waste Funds - $552,000 (Budget Amendment).** Transfer funding from the Fleet Replacement Fund to the General Fund to support the replacement of fleet vehicles that have been totaled or experienced catastrophic mechanical failure. Appropriate funding has been allocated and is available within the Fleet Replacement Fund to facilitate and reconcile this transfer.

11. **IT Replacements – General Fund - $100,000 (Budget Amendment).** Transfer funding from the IT Replacement Fund to the General Fund to reconcile additional IT replacement expenditures resulting from equipment age and replacement timing. Appropriate funding has been allocated and is available within the IT Replacement Fund to cover the current fiscal year expenses.

12. **Court Expenses – Efficiency Time Payment and Court Security Funds - $19,000 (Budget Amendment).** Additional budget to cover additional one-time qualified expenses in the Efficiency Time Payment and Court Security Funds. Appropriate resources are available within the funds to cover these expenses.

CAPITAL IMPROVEMENT PROJECT
BUDGET AMENDMENT ITEMS ($10,150,000):

13. **Electric Capital Budget – Electric CIP - $6,000,000 (Budget Amendment).** This item will increase the Electric capital budget for projects and related costs that are anticipated to occur or be encumbered in FY26. These were previously planned projects but due to various timing issues, these capital costs and encumbrances are now expected in FY26. This item will be funded by an increased cash for capital transfer.

14. **Hughes Family Donation for Texas Independence Park – Parks CIP - $200,000 (Budget Amendment).** The Hughes Family has donated $200,000 to support playground features at the new Texas Independence Park. This amendment recognizes their donation as revenue and increases the project budget accordingly.

15. **Adamson Lagoon Pool Slide Improvements – Parkland Zone 1 CIP - $3,250,000 (Budget Amendment).** This item will add capital appropriations for the demolition and construction of a new water slide structure at Adamson Lagoon swimming pool. This project will upgrade the existing 2 slides with 3 new slides, a new superstructure, support piers, and other related improvements. This item will be funded directly in Parkland Zone 1.

16. **Thomas Park Redevelopment – Parkland Zone 2 CIP - $700,000 (Budget Amendment).** This item will add capital appropriations for additional new amenities and improvements related to the Thomas Park Redevelopment project. This item will be funded directly in Parkland Zone 2.

INTERNAL SERVICE FUND AMENDMENT ITEMS:

17. **Medical Claims Cost Increases – Employee Benefits Fund - $2,250,000 (Budget Amendment).** Due to continuing cost per medical claim increases, Employee Benefits will likely exceed current year budget. This item will cover increases in medical claim costs through the end of the year. The fund has available working capital to cover this amendment.

INTERFUND TRANSFERS:

18. **Increased Electric Cash for Capital – $6,000,000 (Interfund Transfer).** This item will increase the cash for capital transfer between the Electric Operating and Electric Capital Improvement Projects Funds. This increased transfer will fund the capital budget increase included in this Budget Amendment. The Electric Operating Fund has sufficient revenues to support the increased transfer. The Electric Operating Fund will continue to have sufficient working capital to meet all required reserve policies and recurring costs.

19. **Increased Water Impact Fee Transfer - $250,000 (Interfund Transfer).** An increase to the Water Impact Fee Transfer due to the receipt of more revenue than forecasted in FY26. These funds will be used to offset the debt service for eligible projects.

September 24, 2026
Item No. 9.2.
The Corinth Group, Inc. Real Estate Contract Amendment

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an amendment to the real estate contract with The Corinth Group, Inc., dated January 10, 2025, to modify the purchase area to approximately 14.47 acres in the Midtown Business Park at the price of $8.00 per square foot for an approximate total purchase price of $5,042,505.60.

Relationship to Strategic Goals:

- Diverse & Growing Economy

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

Summary: On January 10, 2025, the City entered into a real estate contract with The Corinth Group, Inc. for the sale of a portion of Block A, Phase One, within the Midtown Business Park. Corinth plans to construct a retail development featuring multiple buildings and a central plaza intended to create a distinctive public space and activate the surrounding area. An Economic Development Agreement related specifically to the plaza space is included as a separate agenda item.

This amendment is the eleventh to the real estate contract. Previous amendments primarily addressed adjustments to the feasibility timeline, continued negotiations concerning the plaza area, and the incorporation of Bass Pro Shops into the project. This amendment revises the portion of Block A to be sold to an approximately 14.47-acre tract located on the south side of the property. It will be executed contemporaneously with a real estate contract between the City and Bass Pro Outdoor World, LLC (“Bass Pro Shops”) for the remaining 13.895-acre tract.

Budget & Financial Summary: The estimated total purchase price is $5,042,505.60, calculated at $8.00 per square foot, with Corinth receiving a credit at closing equal to $8.00 per square foot of the area designated as plaza space, not to exceed a total credit of $696,960.00.

Attachments:
1. Real Estate Agreement - The Corinth Group, Inc. - Amendment 11

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300259 Amd11 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: 11th Amendment to the real estate contract with The Corinth Group, Inc.

Name of Contractor: The Corinth Group, Inc.

CONTRACT TOTAL VALUE: $ $5,042,505.60 **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** Amendment 11

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

Amendment modifies the purchase area to approximately 14.47 acres in the Midtown Business Park at a purchase price of approximately $8.00 per square foot. This amendment will be executed contemporaneously with a real estate contract between the City and Bass Pro Outdoor World, LLC for the remaining 13.92-acre tract.

*(If required)**

CRC Approval Date*: 9/11/26 **Council Approval Date*:** 9/24/26 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

N/A
_____ _____
MAYOR (if applicable) DATE

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

9.12.23 UPDATED

ELEVENTH AMENDMENT TO THE REAL ESTATE CONTRACT BETWEEN

CITY OF COLLEGE STATION AND THE CORINTH GROUP, INC.

THIS ELEVENTH AMENDMENT (this "Eleventh Amendment") to the REAL ESTATE CONTRACT is made and entered into on September 24, 2026 ("Effective Date"), is by and between **CITY OF COLLEGE STATION**, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("SELLER") and **THE CORINTH GROUP, INC.**, a Texas corporation ("BUYER").

WHEREAS, SELLER and BUYER entered into a Real Estate Contract dated January 10, 2025, as amended by that First Amendment to Real Estate Contract dated April 10, 2025 and Second Amendment to Real Estate Contract dated July 10, 2025, and Third Amendment to Real Estate Contract dated August 14, 2025, Fourth Amendment to Real Estate Contract dated September 11, 2025, Fifth Amendment to Real Estate Contract dated November 11, 2025, Sixth Amendment to Real Estate Contract dated January 10, 2026, Seventh Amendment to Real Estate Contract dated February 26, 2026, Eight Amendment to Real Estate Contract dated May 11, 2026, Ninth Amendment to Real Estate Contract dated July 10, 2026, and Tenth Amendment to Real Estate Contract dated August 27, 2026 (collectively, the "Agreement") in which BUYER agreed to purchase from SELLER a fee simple interest in and to all that certain lot, tract or parcel of land lying and being approximately 13 acres of the 28.666 acre tract being Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas, ("Property"); and

WHEREAS, SELLER and BUYER entered into the First Amendment to Real Estate Contract dated April 10, 2025 in which SELLER and BUYER agreed to extend for an additional sixty (60) days the time period for SELLER to provide BUYER with a proposed draft of the Declaration of Restrictive Covenants as required by Section 10.3, "Restrictive Covenants", of the Agreement; and

WHEREAS, SELLER and BUYER entered into the Second Amendment to Real Estate Contract dated July 10, 2025 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional thirty (30) days to August 13, 2025 and deposit with the Title Company an Extension in the sum of $10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Third Amendment to Real Estate Contract dated August 14, 2025 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional thirty (30) days to September 12, 2025 and deposit with the Title Company an Extension in the sum of $10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Fourth Amendment to Real Estate Contract dated September 11, 2025 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional one hundred eighty (180) days to March 11, 2026, in three (3) sixty (60) day feasibility increments expiring on November 11, 2025, January 10, 2026, and March 11, 2026, and deposit with the Title Company an Extension Fee in the sum of $10,000.00 for each of the three (3) feasibility increments in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Fifth Amendment to Real Estate Contract dated November 11, 2025 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional sixty (60) days to January 10, 2026, this extension being the second 60-day extension allowed under the Fourth Amendment, and deposit with the Title Company an Extension Fee in the sum of $10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Sixth Amendment to Real Estate Contract dated January 10, 2026 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional sixty (60) days to March 11, 2026, this extension being the third and final 60-day extension allowed under the Fourth Amendment, and deposit with the Title Company an Extension Fee in the sum of $10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Seventh Amendment to Real Estate Contract dated February 26, 2026 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional one hundred eighty (180) days to September 8, 2026, in three (3) sixty (60) day feasibility increments expiring on May 11, 2026, July 10, 2026, and September 8, 2026,and deposit with the Title Company an Extension Fee in the sum of $10,000.00 for each of the three (3) feasibility increments in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Eighth Amendment to Real Estate Contract dated May 11, 2026 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional sixty (60) days to September 8, 2026, this extension being the second 60-day extension allowed under the Seventh Amendment, and deposit with the Title Company an Extension Fee in the sum of $10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Ninth Amendment to Real Estate Contract dated July 10, 2026 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional sixty (60) days to September 8, 2026, this extension being the third 60-day extension allowed under the Seventh Amendment, and deposit with the Title Company an Extension Fee in the sum of $10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Tenth Amendment to Real Estate Contract dated August 27, 2026 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional one hundred eighty (180) days to March 8, 2027, in three (3) sixty (60) day feasibility increments expiring on November 8, 2026, January 7, 2027, and March 8, 2027,and deposit with the Title Company an Extension Fee in the sum of $10,000.00 for each of the three (3) feasibility increments in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER now desire to further amend and modify the Agreement as provided herein. All capitalized items not otherwise defined herein shall have the meanings assigned in the Agreement.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and BUYER agree as follows:

1. **Section 1.1 of the Agreement is deleted in its entirety and amended to read as follows:**

   "**1.1** Seller agrees to sell and convey by Special Warranty Deed and Buyer agrees to purchase and pay for:

   a fee simple interest in and to that certain tract or parcel of land, lying and being situated in Brazos County, Texas and being approximately 14.47 acres of the 28.666 acre tract (being Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas (the "Master Parcel"), said 14.47 tract being depicted as "Lot 2" on **EXHIBIT A** and as the southeastern lot depicted on **EXHIBIT A-1** attached hereto ("Property"), together with all and singular the rights and appurtenances pertaining to the Property, including all right, title and interest of Seller in and to adjacent roads, streets, alleys or rights-of-way (all of such real Property, rights, and appurtenances being herein referred to as the "Property"), for the consideration and subject to the terms, provisions, and conditions set forth herein."

   Furthermore, revised Agreement **Exhibit A** is deleted in its entirety and replaced by the attached Amended **Exhibit A** and incorporated into the existing Agreement.

2. **Section 1.4 of the Agreement is deleted in its entirety and amended to read as follows:**

   "**1.4** The Buyer has obtained and provided a copy of a survey of the Property, as shown on **Exhibit A-1** attached to this Eleventh Amendment, which is approved by Seller. A depiction of the Property and Seller's Remaining Property, as defined below, is shown in **EXHIBIT A-1** attached hereto."

3. **New Survey**. The survey of the Property, as shown on **Exhibit A-1** attached to this Eleventh Amendment, shall constitute the "New Survey" referenced in Section 1.6 of the Agreement.

4. **Section 1.10 of the Agreement is deleted in its entirety and amended to read as follows:**

"**1.10 Seller's Remaining Property.** Seller will enter before or contemporaneously with this Eleventh Amendment a Real Estate Purchase and Sale Contract pursuant to Section 253.0125 Texas Local Government Code (the "Bass Pro PSA") with Bass Pro Outdoor World, LLC ("Bass Pro Shops"), as buyer, for the sale of the remaining 13.92 acre tract or parcel of land out of the Master Parcel, said 13.92 tract being depicted as "Lot 1" on **EXHIBIT A** attached hereto ("Seller's Remaining Property"), for the future development of Seller's Remaining Property in accordance with a Chapter 380 Local Government Code agreement by and between Bass Pro Shops and Seller ("Bass Pro 380").

5. **Section 2.1 of the Agreement is deleted in its entirety and amended to read as follows:**

"**2.1** The total purchase price for the Property shall be calculated on the basis of **EIGHT DOLLARS ($8.00) PER SQUARE FOOT** of area within the boundaries of the Property subject to reimbursement to Buyer in the form of a credit applied to the Purchase Price at Closing equivalent to eight dollars ($8.00) per square foot of area allocated to the Public Plaza portion of the Property pursuant to a Chapter 380 Local Government Code Development Agreement. Assuming the total area of the Property is 14.47 acres or 630,313.20 square feet, the Purchase Price shall be **FIVE MILLION FORTY-TWO THOUSAND FIVE HUNDRED -FIVE DOLLARS AND 60/100 ($5,042,505.60).**

6. **The title company listed in the defined term "Title Company" in Section 3.1 being "South Land Title, LLC at 3800 Cross Park Dr., Bryan, Texas 77802" shall be replaced with the title company known as "Stewart Title, 15950 Dallas Parkway, Suite 100, Dallas, TX 75248".**

7. **Section 3.4 of the Agreement is hereby deleted in its entirety.**

Furthermore, all Agreement references to the "Option" and the "Option Period" contained elsewhere in the Agreement are deleted and of no further force and effect.

8. **Sections 4.1 (b), (c), and (e) of the Agreement are deleted in their entirety and amended to read as follows:**

"**(b)** Seller further covenants and agrees with Buyer that, from the date hereof until Closing, Seller shall not sell, assign or convey any right, title or interest whatsoever in or to the Property, or to create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Permitted Exceptions) without Seller's discharging the same prior to Closing."

"**(c)** Seller represents and warrants that as of the effective date, no other party has any right or option to purchase any portion of the Property or, except for the Bass Pro PSA, Seller's Remaining Property from Seller."

"**(e)** From the date of execution of this Real Estate Contract through the date of Closing, Seller will not enter into any lease of any portion of the Property, and to Seller's actual

knowledge no leases affect the Property as of the date of this Real Estate Contract and none will affect the Property at Closing."

9. Section 6.1 of the Agreement is deleted in its entirety and amended to read as follows:

"**6.1** The closing shall be held at Title Company, on or before the later of (i) sixty (60) days from the expiration of the Feasibility Period, as it may have been extended, or the Outside Plat Date, whichever is later, or (ii) within ten (10) business days after the closing of the sale of Seller's Remaining Property to Bass Pro Shops, per the Bass Pro PSA (the "Closing Date"). Seller and Buyer may mutually agree, in writing, to further extend the Closing Date. The City Manager is authorized to extend the Closing Date on behalf of Seller."

10. The Agreement is amended by adding Section 6.4 as follows:

"**6.4** Notwithstanding the foregoing or any other provision of this Agreement seemingly to the contrary, the closing of the transactions contemplated by this Agreement and all of the obligations of Buyer under this Agreement, are subject to and expressly conditioned upon the prior or simultaneous consummation and closing of the sale of Seller's Remaining Property to Bass Pro Shops (or its affiliated entity), pursuant to the terms, provisions and conditions of the Bass Pro PSA, provided, however, that in the event that before Closing the Bass Pro PSA is terminated for any reason or does not close (herein, a "Bass Termination Event"), then this Eleventh Amendment shall then become null and void and of no further force and effect and the Agreement, as previously amended by the Eight Amendment, shall govern but the Feasibility Period expiration shall be adjusted so as to provide Buyer with a minimum of ninety (90) days from the date of such Bass Termination Event."

11. Section 10.2 (a) of the Agreement is deleted in its entirety and amended to read as follows:

Determination of the exact size and reimbursement due at Closing for the Public Plaza.

12. Section 10.02 (e) of the Agreement is deleted in its entirety and amended to read as follows:

BUYER shall complete the responsibilities of the BUYER as set forth in the BUYER's Development Proposal attached as **EXHIBIT D** or as amended by the Development Agreement. BUYER and SELLER agree that the Conceptual Site Plan and the overall design of the site and buildings will change. An initial site plan will be a part of the Development Agreement.

13. Exhibit C, "Special Warranty Deed", of the Agreement is deleted in its entirety and amended to read as attached to this Eleventh Amendment in Exhibit B as attached hereto and incorporated herein.

14. SELLER and BUYER agree the Agreement is amended as stated above. All other terms and conditions shall remain unchanged and in full force and effect.

15. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

[*Signatures Follow on Next Page*]

SELLER:

CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

By: _____
City Manager
Date: _____

APPROVED:

_____
Assistant City Manager/CFO
Date: _____

_____
City Attorney
Date: _____

BUYER:

THE CORINTH GROUP, INC., a Texas Corporation

By: Arthur Brousseau
Arthur Brousseau, Vice President
Date: 9/17/2026

EXHIBIT A

LOT PLAN

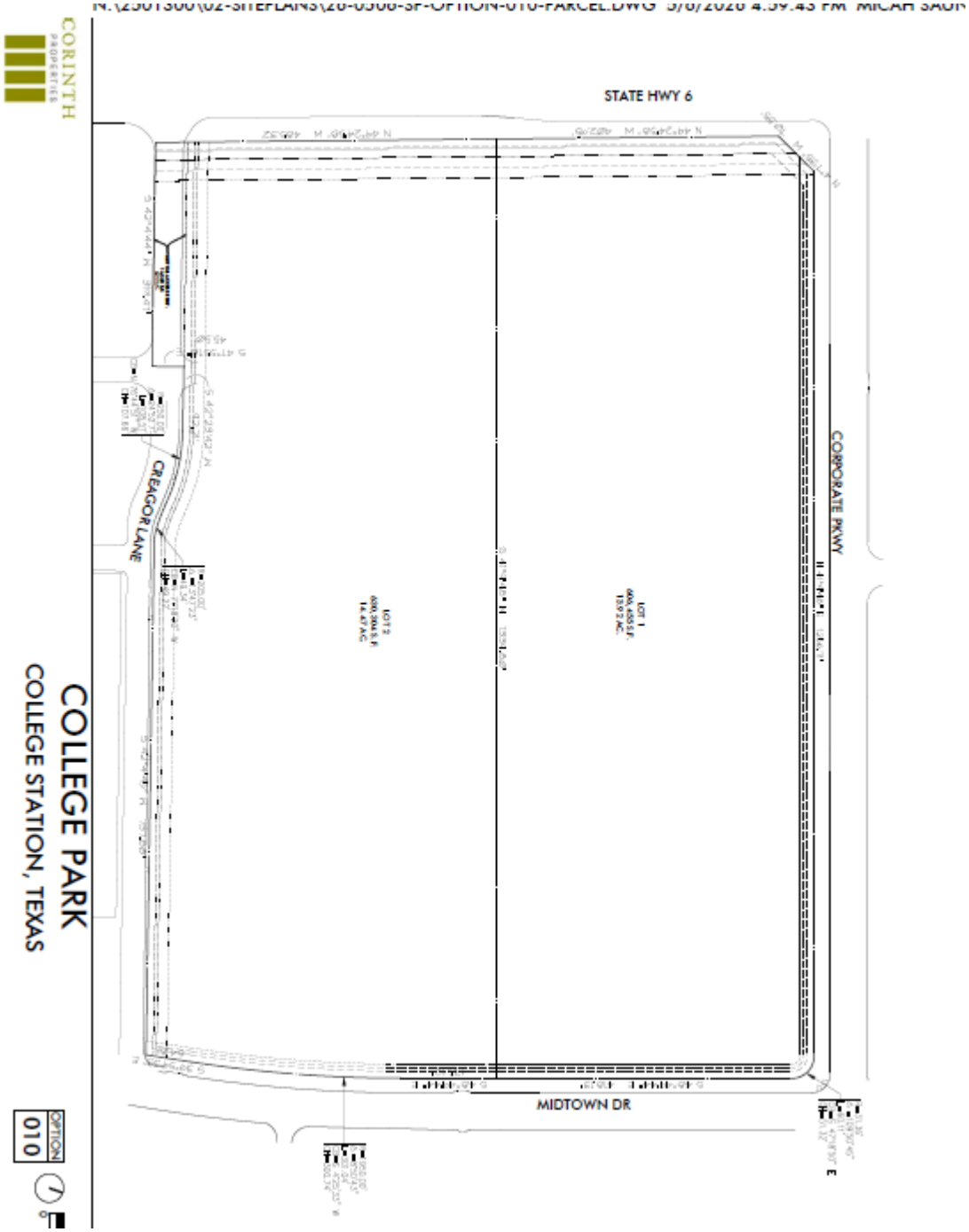

EXHIBIT A-1

SURVEY OF THE PROPERTY

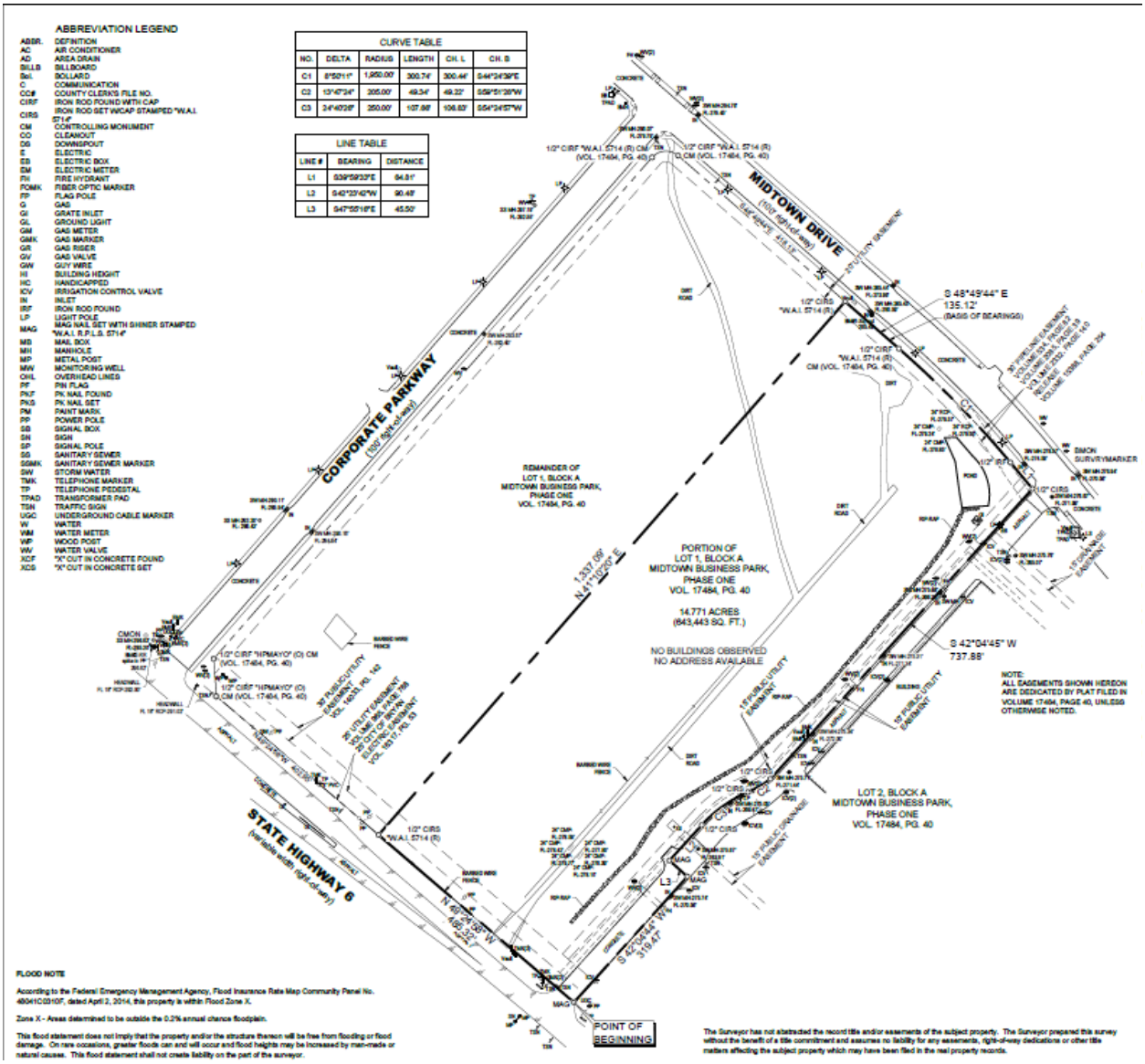

EXHIBIT B

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: _____, 202___

GRANTOR: THE CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

GRANTOR's MAILING ADDRESS: P. O. Box 9960
(including county) Brazos County
College Station, Texas 77842

GRANTEE: THE CORINTH GROUP, INC., a Texas corporation

GRANTEE'S MAILING ADDRESS: 4645 N. Central Expressway
(including county) 300 Knox Place
Dallas, Texas 75205

CONSIDERATION: TEN AND NO/ Dollars ($10.00) and other good and valuable consideration

PROPERTY:

All those certain lots, tracts or parcels of land, lying and being situated in Brazos County, Texas and being _____ acres of Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. _____

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, on, under and over the Property, including, without limitation, all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that there shall never in any event be any ingress or egress on or across the surface of the above-described premises for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other property.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the Property; provided that there shall never in any event be any ingress or egress on or across the surface of the above described Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, except as may have been reserved by predecessors in title, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS,

WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's legal representatives, successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under GRANTOR but not otherwise, and except as to the reservations from and exceptions to conveyance and warranty recited above.

When the context requires, singular nouns and pronouns include the plural.

CITY OF COLLEGE STATION, TEXAS,
Texas Home Rule Municipal Corporation.

By: _____
JOHN P. NICHOLS, Mayor

ATTEST:

_____
City Secretary

THE STATE OF TEXAS §
§ **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 202___, by **JOHN P. NICHOLS**, as Mayor of the City of College Station, a municipal home rule corporation, on behalf of said municipality.

_____
NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

September 24, 2026
Item No. 9.3.
Chapter 380 Economic Development Agreement with The Corinth Group, Inc.

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a Chapter 380 Economic Development Agreement with The Corinth Group, Inc. relating to economic development incentives on approximately 14.47 acres in the Midtown Business Park.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend that Council approve the Economic Development Agreement.

Summary: This agenda item concerns the approval of an Economic Development Agreement with The Corinth Group, Inc. for the development of a commercial retail center featuring a centrally located plaza on a portion of Block A, Phase One, within the Midtown Business Park. The proposed plaza will include a minimum 10,000-square-foot green space, surrounded by additional hardscape improvements and incorporating retail, restaurant, and other storefronts. The plaza area will also include a portion of the space between parking lots intended for market and festival-type activations. Altogether, the plaza-style area, consisting of the green space, hardscape improvements, and adjacent building area, is expected to encompass approximately two acres.

In exchange for the developer constructing this plaza-style improvement, the City will provide a credit applied to the purchase price at closing. This credit will be calculated at $8.00 per square foot of the area within the plaza boundaries and capped at a maximum of $696,960.00. Additional deed restrictions will be placed on the property to ensure the plaza is developed. In addition, if the plaza area ultimately develops at a smaller size than the area used to calculate the credit at closing, the City will recapture funds equal to the difference.

Budget & Financial Summary: The property will be sold at $8.00 per square foot, for an estimated total purchase price of $5,042,505.60, with a maximum credit of $696,960.00 applied at closing for the development of the plaza area.

Attachments:
1. Economic Development Agreement - The Corinth Group, Inc.

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300801 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Chapter 380 Economic Development Agreement between the City of College Station and The Corinth Group, Inc.

Name of Contractor: The Corinth Group, Inc.

CONTRACT TOTAL VALUE: $ 696,960 max. not to exceed **Grant Funded** Yes ☐ No ☐

If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ■ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A
Davis Bacon Wages Used ☐ Yes ☐ No ■ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

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

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

Corinth Group Inc. to construct Plaza on property Corinth is purchasing from the City by a Real Estate Contract in a separate item. In exchange for the Plaza, City will provide a credit applied to the purchase price at closing. The credit will be calculated at $8.00 per square foot of the area within the plaza boundaries and capped at a maximum of $696,960.00.

*(If required)**

CRC Approval Date*: 5/28/26 **Council Approval Date*:** 9/24/26 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

_____ _____
MAYOR (if applicable) DATE

_____ _____
CITY SECRETARY (if applicable) DATE

9.12.23 UPDATED

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF COLLEGE STATION AND THE CORINTH GROUP, INC.

This Chapter 380 Economic Development Agreement ("**Agreement**") by and between the **CITY OF COLLEGE STATION, TEXAS**, a home-rule municipal corporation organized under the laws of Texas ("**City**"), and **THE CORINTH GROUP, INC.**, a Texas corporation, its permitted successors and assigns, ("**Company**") is entered into and effective on the date of approval of the City's duly elected City Council in an open meeting ("**Council**"), of this Agreement, subject to full execution of the Agreement by both Parties ("**Effective Date**").

RECITALS:

WHEREAS, Company intends to develop, design, construct, manage, operate and maintain a commercial development with a centrally-located public plaza adjacent to retail and restaurant storefronts ("**Project**") on property in College Station, Texas, being approximately 14.47 acres of the 28.666 acre tract being Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas, as more particularly described in **Exhibit "A"** ("**Property**") on which Company intends to make improvements to the Property in accordance with the attached site plan shown in **Exhibit "B"** ("**Initial Site Plan**"), including specifically the following (collectively, "**Improvements**"):

a. publicly accessible open space intended for passive recreation, programmed community events, and outdoor dining, located within and framed by adjacent retail, restaurant, personal service, office, and mixed-use buildings ("**Plaza**"). Areas such as parking lots, storage spaces, loading zones, waste receptacle areas, and other service or non-public areas are expressly excluded from the Plaza for reimbursement. The building footprint area adjacent to the greenspace shall be counted toward the reimbursable Plaza area, provided the building includes a public entrance oriented toward the greenspace. The area designated as Potential Market Days shall be eligible for reimbursement, if it is at least 7,500 square feet in area and constructed to support programmed community events such as farmers markets or similar activities, with no more than fifty percent of that area counting toward the reimbursement credit. The Developer may expand or enhance the Plaza; however, no more than two acres (87,120 square feet) of land area shall be eligible for credit, at $8.00 per square foot per Section 1.2.a. below ($696,960 maximum not-to-exceed amount).

b. Before Closing, Company and the City will agree in writing as an amendment to this Agreement to minimum specification and design standards for the Plaza including but not limited to the size of the greenspace, size of the Potential Market Days area, surface composition, required elements, accessibility and inclusive design, event support and flexibility, placemaking and aesthetics, and integration with adjacent storefronts ("**Plaza Minimum Specification and Design Standards**").

WHEREAS, Company has requested the City authorize and provide certain economic development incentives for the Project, including the following performance based reimbursement grants to be paid from the applicable fiscal year budget, subject to lawful appropriation in future years ("**Reimbursements**" or "**Incentives**"); and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code and the Texas Constitution, and for the public purposes of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce and stimulating business and commercial activity in the State of Texas, Brazos County and the City, the City desires to offer certain economic development incentives to Company, subject to compliance by Company and the Project with restrictions providing for public benefit and control of public funds as more particularly described in this Agreement ("**Program**"); and

WHEREAS, City currently owns the Property; and

WHEREAS, the Property is not a public square or public park and was not obtained by the City through the use or threat of eminent domain authority; and

WHEREAS, pursuant to Section 253.0125 Texas Local Government Code, the City has provided notice to the public by publication in a newspaper of general circulation in Brazos County with said newspaper publication including a description of the property, including its location, and published on two separate days being [September 5, 2026] first newspaper publication date and [September 10, 2026] second newspaper publication date; and

WHEREAS, the Property is in a tax increment reinvestment zone; provided, however, this Agreement does not pledge, dedicate nor use tax increment funds, nor require payment of Acquisition Costs listed in the zone project plan; and

WHEREAS, Company has submitted documentation to the City illustrating that the Project will have a direct, significant and positive economic benefit to the City in the form of local capital investment; and

WHEREAS, Council hereby finds that this Agreement, including the Project to be developed under the terms of this Agreement and the Program, promotes economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce and stimulating business and commercial activity in the City; and, as such, is in the best interests of the City and meets the requisites of the Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code; and

WHEREAS, Council finds that the terms of this Agreement and the Program provide the City sufficient control to ensure the public purpose is accomplished and the City receives the return benefit in consideration for the economic incentives provided to the Company under this Agreement; and

WHEREAS, Council finds that the Project in the form provided for by this Agreement would not be feasible for the Company without assistance from the City as provided in the Program; and

NOW, THEREFORE, the City and Company, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company (each a "**Party**" and collectively, the "**Parties**") do hereby contract, represent and agree as follows:

ARTICLE I
GENERAL PROVISIONS AND ECONOMIC DEVELOPMENT PROGRAM

1.1. **Definitions**. In addition to all other capitalized terms defined in the body of this Agreement, capitalized terms shall have the meanings indicated in ARTICLE VII of this Agreement.

1.2. **Economic Development Program Reimbursements**. Subject to compliance with all Program requirements, City hereby agrees to provide the Company simultaneously with the closing of the purchase of the Property from the City (the "**Closing**"), a portion of its acquisition costs and expenses actually incurred in connection with such Closing ("**Acquisition Costs**") in accordance with Article II of this Agreement for disbursement of the following Reimbursements:

a. **Acquisition Reimbursements**. City agrees to provide a reimbursement to the Company in the form of a credit applied to the Purchase Price at the Closing, for a portion of its Acquisition Costs for the Property as provided in Article II of this Agreement for the following: closing costs for purchase of the Property as identified in the Settlement Statement (defined hereafter) for the purchase of the Property by the Company being the amount calculated on the basis of **EIGHT DOLLARS ($8.00) PER SQUARE FOOT** of area within the boundaries of the Property allocated to the Plaza portion of the Property not to exceed a total Plaza area of 87,120 square feet and therefore in an amount not to exceed SIX HUNDRED NINETY-SIX THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS ($696,960.00) (the "**Acquisition Reimbursements**").

1.3. **Source of Reimbursement Funds**. The Reimbursements shall not be made from any general obligation or other tax exempt bond funds, nor any dedicated tax revenue, including but not limited to revenue from sales and use tax adopted for economic development purposes (City has not adopted a sales and use tax increase under Chapter 501, Texas Local Government Code, as of the Effective Date).

1.4. **Compliance Period.** Regardless of the Term of this Agreement, Company shall comply, and shall cause any applicable Affiliate, successor or assign and the Project to comply, with this Agreement as partial consideration for the Incentive provided under this Agreement, for a period of ten (10) years from the Completion Date, as such period may be extended by the City to account for any extensions requested by Company and any period of non-compliance under the terms of this Agreement ("**Compliance Period**").

1.5. **Economic Development Program Performance Measures**. The following benefits are agreed by the Parties to accurately represent the performance of economic development and achievement of the public purpose by Company (collectively, "**Program Benefits**") and, therefore, compliance with reporting requirements for these items shall be required before any payment of Reimbursements by City at the Closing:

a. **Capital Investment**. Company shall invest, either in debt or equity, a minimum of $3,648,585.00 in connection with its purchase of the Property from the City in the form of Acquisition Costs shown on the Settlement Statement and shall provide documentation to City of such investment on the date of Closing of its purchase of the Property.

1.6. **Economic Development Program**. The City's economic development Program requires completion of Company's obligations according to certain deadlines, timely reporting of quantitative performance measures, and compliance with statutory requirements and internal controls to ensure proper use and disbursement of public funds and receipt of Public Benefits by the City in exchange, and as a result of, providing Incentives to Company.

a. **Major Deadlines**. Notwithstanding any timeline to the contrary contained in the Project Schedule, the Company agrees to complete, or cause to be completed, certain aspects of

the Project in strict accordance with the following deadlines (collectively, the "**Major Deadlines**"):

1. **Plaza Construction Commencement**. Commencement of Construction of the Improvements to the Plaza, subject to Force Majeure, within twenty-four (24) months of the Effective Date ("**Commencement Deadline**");

2. **Plaza Improvement Completion**. Substantial completion by Company of all Improvements to the Plaza area (the "**Completion Date**"), subject to Force Majeure, within forty-eight (48) months of the Effective Date ("**Completion Deadline**");

3. **Extension Requests**. Provided, however, the Major Deadlines may be extended for a maximum of six (6) months by City Manager, at the City Manager's sole discretion, upon a written request for extension from the Company providing a detailed explanation of just cause ("**Extension Request**"). Extension Requests granted by City Manager in writing will automatically extend subsequent Major Deadlines and commencement of the Compliance Period by the same amount of time granted for the extension (up to, but in no event exceeding, 6 months), provided and contingent on submittal by the Company of an updated Project Schedule at the time of the Extension Request. Once approved by City Manager as evidence by signatures on the Project Schedule from both Parties, an updated Project Schedule executed by the City shall amend the Project Schedule of this Agreement (but shall not amend or purport to amend any other provision of this Agreement).

b. **Settlement Statement.** Company has submitted to the City and City has approved a detailed estimate of all costs estimated by the Title Company to be incurred by Company at the time of the Closing of the acquisition of the Property for the Project (the **"Settlement Statement").**

c. **City Requirements.** As a condition to payment of the Acquisition Reimbursements at the Closing, Company shall have complied with any and all provisions of the following (collectively, the "**City Requirements**"): **(i)** City of College Station Code of Ordinances ("**City Code**"); **(ii)** Chapters 380, 253 and 212 of the Texas Local Government Code, as applicable, (Collectively, "**Texas Local Government Code**") and the City Charter; **(iii)** Program, including but not limited to submittal of timely, complete and accurate compliance forms and access to records required under this Agreement; **(iv)** Project Schedule; **(v)** Settlement Statement; **(vi)** the requirements of any covenants and restrictions filed in the official public records of the Brazos County Clerk for covering any portion of the Property ("**Real Property Records**") for the benefit of the City; **(vii)** Article III of this Agreement; and (**viii**) actions or omissions necessary to remedy a violation or other notice of non-compliance issued by a governmental authority having jurisdiction over the Property (Ex., Brazos County, Texas Department of Environmental Quality, Environmental Protection Agency, Internal Revenue Service) ("**Governmental Authority**").

d. **Continuous Ownership.** The Company agrees to continuously own the Plaza for a period of at least ten (10) years beginning on the Completion Date, provided, (i) the Company without City consent may engage in a sale-leaseback or similar transfer of

ownership of the Plaza as long as the Company or an Affiliate continues to occupy and operate the Plaza, (ii) the Company without City consent may transfer ownership of the Plaza to an Affiliate; (iii) the Company may transfer ownership of the Plaza to a person that City approves, such approval not to be unreasonably withheld, conditioned or delayed, as an assignee of this Agreement pursuant to assignment terms within this Agreement; and (iv) the Company many transfer the ownership of the Plaza to an "Owners' Association, as provided in Section 6.5, below.

e. **Restrictions**. Company agrees to execute and file in the Real Property Records restrictions against the use and improvement of the Property and the Project ("Deed Restrictions" to ensure the Program Benefits at or before Closing.

1.7. **Consideration**. The Incentives are authorized and provided to Company under this Agreement in consideration for Company providing to City, and the public in general, express, measurable and documented Program Benefits in accordance with City Requirements.

1.8. **Term.** This Agreement shall remain valid and in effect for the time period ("**Term**") beginning on the Effective Date and continuing until the termination or expiration of the Compliance Period, as extended in accordance with the terms of this Agreement.

1.9. **Agreement Administration.** This Agreement shall be administered on behalf of the City by the City Manager ("**City Manager**") where expressly provided in this Agreement, and otherwise by the Chief Development Officer of the City's Economic Development Department ("**Director**"). Director is hereby authorized and directed to provide any reports or submittals required under the Texas Local Government Code.

1.10. **Delegation of Signature Authority.** The Council hereby grants authority for the Director, City Manager, City Attorney and City Secretary, including the designees of each, to execute the Contract Documents referenced in this Agreement other than this Agreement.

1.11. **Order of Authority.** All exhibits attached to this Agreement or expressly contemplated by this Agreement are incorporated by reference for all purposes. In the case of a conflict between any provision of this Agreement, including any provision of an exhibit or attachment incorporated into this Agreement, with any other provision of this Agreement, including any provision of an exhibit or attachment incorporated into this Agreement, construction shall be according to the following priority:

(1) Any document required to be filed in the Real Property Records, if applicable, but only to the extent of the recorded document;
(2) This Agreement;
(3) Any exhibit of this Agreement (other than a document filed in the Real Property Records);
(4) Any amendment to this Agreement approved and executed by both Parties according to the terms of this Agreement; and then
(5) Any updated Settlement Statement or Project Schedule approved and executed by both Parties according to the terms of this Agreement.

1.12. **Exhibits.** The following exhibits are attached to this Agreement and incorporated by reference herein for all purposes:

Exhibit A – Property Description
Exhibit B – Initial Site Plan

Exhibit C – Settlement Statement
Exhibit D – Project Schedule
Exhibit E through H – Reserved
Exhibit I – Insurance Requirements
Exhibit J – Certificate of Insurance
Exhibit K –Conflict of Interest and Anti-Lobbying Certification
Exhibit L - Chapter 2264 Texas Government Code Undocumented Workers Certification

ARTICLE II
REIMBURSEMENT REQUIREMENTS

2.1. Payment Application, . Before any disbursement of the Acquisition Reimbursement by the City to the Escrow Agent handling the Closing of the purchase of the Property by the Company at Closing, the Company shall submit a written request for payment of the Acquisition Reimbursement, including a copy of the Settlement Statement showing the amount of the Acquisition Grant, calculated as provided in Section 1.2.a., above ("**Payment Application**"), to the following address:

VendorInvoiceEntry@cstx.gov

a. Disbursement. Company may submit a Payment Application as early as seven (7) days prior to Closing for disbursement of Acquisition Reimbursement funds at Closing the ("**Disbursement**"), subject to approval of the Payment Application by the City.

The City shall not be obligated to make any disbursement unless and until the City has received and approved true, legible and correct copies of the following: **(i)** all authorizations and permits which are then procurable and required by any Governmental Authority if not previously provided to Director by Company (inclusive of permits or approvals issued by City); **(ii)** the final Settlement Statement; and **(iii)** any other requirements, including compliance reports, updated certifications, down-date endorsements or other notices required under this Agreement or reasonably required by the City to verify compliance with this Agreement and any other Program requirements.

2.2. Disbursement Procedures. City shall review and disburse the Acquisition Reimbursement requested in the Payment Application determined by the City, in the City's reasonable discretion, to be: **(i)** the properly documented; **(ii)** eligible for payment in an amount not exceeding the amount of appropriations for the applicable Fiscal Year for the Acquisition Reimbursement; (**iii**) incurred in compliance with the Settlement Statement; **(iv)** incurred on a Project that has not received a notice of violation of the City Requirements or Event of Default; **(v)** on a Project that is not delinquent in reporting Program Benefits as required under this Agreement; and **(vi)** not otherwise prohibited under this Agreement or applicable law ("**Eligible Expenses**") at the time and simultaneously with the Closing. After review by the City, notice shall be provided to the Company of any disputed items listed on the Payment Application or other documentation or modifications needed within thirty (30) days of receipt of the Payment Application and supporting documentation by the City.

2.3. Disputed Amounts. Notwithstanding any other provision to the contrary, the City shall not be obligated to provide any Incentive or disburse any amounts requested under the Payment Application or related to this Agreement except in accordance with the requirements of this Agreement. Further, the City may dispute and subtract from the disbursement to Escrow Agent any amounts requested by Company under the Payment Application if the amount listed on the

Payment Application is deemed ineligible, unlawful, improperly documented or otherwise not payable by the City under this Agreement ("**Disputed Amounts**"), including the City's basis for determination, amount at issue and description for costs determined by the City in the City's sole discretion to be Disputed Amounts.

2.4. Use of Reimbursed Amounts. Disbursements of the Acquisition Reimbursement shall be made by the City directly to the Escrow Agent handling the Closing, such information to be provided by Company to City and subject to verification to prevent financial fraud as required by the City in its reasonable discretion. The Acquisition Reimbursement to be provided to Company shall be used by the Company for the consummation of the Closing of its purchase of the Property from the City.

2.5. Debarment; ineligibility. Neither Company nor any of its principals are presently excluded, disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the Federal government, State of Texas, or the City. "**Principals**" means officers, directors, owners, partners, and person having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment and similar positions).

2.6. Right to Offset. City may, at its option, offset any amounts due and payable to Company under this Agreement against any debt (including taxes) lawfully due to City from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, regardless of whether or not the debt due to the City has been reduced to judgment by a court.

2.7. Inspection of Books and Records: Audit. Company shall maintain records sufficient to document that funds provided under the Agreement were expended only for Eligible Expenses that were incurred in accordance with City Requirements and all applicable laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. Company shall maintain all books, documents, papers, accounting records and other documentation relating to Acquisition Costs and shall make such materials available to the City for review and inspection during the term of this Agreement and for ten (10) years after expiration or termination of this Agreement. Records required to be maintained under this Section shall be retained for inspection by City and the Texas Comptroller only for the limited purposes of this Section and shall not be made available to the public generally unless required to do so by the Texas Attorney General or ruling from a court of competent jurisdiction. TO ENSURE COMPLIANCE WITH APPLICABLE LAW AND AUDIT BY THE TEXAS COMPTROLLER OR OTHER GOVERNMENTAL AUTHORITIES, THIS SECTIONS SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF TEN (10) YEARS AFTER EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE III
INDEMNITY AND ENVIRONMENTAL CONDITIONS

3.1. Indemnity. COMPANY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY AND ITS OFFICERS, AGENTS, SERVANTS, VOLUNTEERS AND EMPLOYEES ("CITY PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, OR SUITS FOR PROPERTY LOSS OR PROPERTY DAMAGE AND/OR BODILY INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, WHETHER REAL OR ASSERTED, ARISING

OUT OF OR IN CONNECTION WITH COMPANY'S PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES, AND SERVICES OF THE PROJECT DESCRIBED HEREIN, INCLUDING COMPANY OFFICERS, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR LICENSEES AND TO INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY

THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

3.2. Environmental Indemnity. COMPANY SHALL AT ALL TIMES RETAIN ANY AND ALL LIABILITIES ARISING FROM THE PRESENCE, HANDLING, TREATMENT, STORAGE, TRANSPORTATION, REMOVAL OR DISPOSAL OF HAZARDOUS MATERIALS ON THE LAND. Regardless of whether any Event of Default shall have occurred and be continuing or any remedies in respect of the Property are exercised by City, Company shall defend, indemnify, and hold harmless City from and against any and all liabilities (including strict liability), suits, actions, claims, demands, penalties, damages (including, without limitation, lost profits, consequential damages, interest, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, attorney's fees and expenses, and remedial costs) (the foregoing are hereinafter collectively referred to as "**Liabilities**") which may now or in the future (whether before or after the culmination of the transactions contemplated by this Agreement) be incurred or suffered by City by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any warranty or covenant or the inaccuracy of any representation of Company contained or referred to in the Agreement Documents, this Agreement and/or which may be asserted as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission, or release from the Property of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the Property or the applicability of any City Requirements or requirements of any Governmental Authority relating to Hazardous Materials, **WHETHER OR NOT OCCASIONED WHOLLY OR IN PART BY ANY CONDITION, ACCIDENT, OR EVENT CAUSED BY ANY ACT OR OMISSION OF CITY**.

Such Liabilities shall include, without limitation: **(i)** injury or death to any person; **(ii)** damage to or loss of the use of any property; **(iii)** the cost of any demolition and rebuilding of the Improvements, repair or remediation and the preparation of any activity required by any Governmental Authority; **(iv)** any lawsuit brought or threatened, good faith settlement reached, or governmental order relating to the presence, disposal, release or threatened release of any Hazardous Material on, from or under the Property; and **(v)** the imposition of any lien on the Property arising from the activity of Company or Company's predecessors in interest on the Property or from the existence of Hazardous Materials or Hazardous Materials Contamination upon the Property. The covenants and agreements contained in this Section shall survive the consummation of the transactions contemplated by or the expiration or termination of this Agreement.

3.3. Hazardous Materials. Company agrees to: **(i)** give notice to City immediately upon Company's acquiring knowledge (or when Company reasonably should have acquired knowledge) of the presence of any Hazardous Materials on the Property or of any Hazardous Materials

Contamination with a full description thereof; **(ii)** promptly, at Company's sole cost and expense, comply with any Governmental Authority or City Requirements requiring the removal, treatment, or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide City with satisfactory evidence of such compliance; and **(iii)** provide City, within thirty (30) days after demand by City, with a bond, letter of credit, or similar financial assurance evidencing to City's satisfaction that the necessary funds are available to pay the cost of removing, treating, and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Property as a result thereof.

Company shall not cause or suffer any liens to be recorded against the Property as a consequence of, or in any way related to, the presence, remediation or disposal of Hazardous Material in or about the Property, including any state, federal or local so-called "Superfund" lien relating to such matters.

3.4. Release. The Company releases, relinquishes, and discharges the City, its council members, officials, 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, sickness or death, including any loss of or damage to property, of the Company, its officers, employees, contractors, subcontractors, volunteers, agents, customers, invitees, or representatives that is caused by or alleged to be caused by, arises out of or in relation to this Agreement, arises in connection with any activity of Company on the Property or related to the Improvements. Both the City and the Company expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Company, its officers, employees, contractors, subcontractors, volunteers, agents, customers, invitees, or representatives, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Company, or any third party.

3.5. Survival. The provisions of this Article shall survive termination or expiration of this Agreement.

3.6. Governmental Function; Governmental Immunity. The parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The Parties agree that this is not an Agreement for goods or services to the City, nor is this Agreement subject to Chapters 271 or 272 of the Texas Local Government Code. Further, the Parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE IV
INSURANCE

4.1. Insurance. The Company shall procure and maintain, at their own 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 project or work to be performed by

Company or its contractors, subcontractors, agents, representatives, volunteers, or employees. Said insurance shall list the City of College Station, its officers, agents, employees, and volunteers as Additional Insureds. See **Exhibit "I"** for required limits of liability insurance. Certificates of insurance evidencing the required insurance coverages on the most current form approved by the Texas Department of Insurance shall be attached hereto as **Exhibit "J."**

ARTICLE V
REMEDIES; DEFAULT; TERMINATION

5.1. **Default**. A default of this Agreement shall exist if any one or more of the following occurs (each a "**Default**", or, if occurring or continuing to occur after any applicable notice and cure period, each an "**Event of Default**"):

- **a.** Company fails to complete or maintain the Improvements to the Plaza, consistent with the Plaza Minimum Specifications and Design Standards, substantially in accordance with this Agreement;
- **b.** Company fails to certify in a written report to the Director by April 15 of each year throughout the Compliance Period that Company is in material compliance with each applicable requirement of the Agreement;
- **c.** Company fails to obtain City Council approval for the assignment of this Agreement to an unrelated and unaffiliated third party within at least thirty (30) calendar days before the sale of all or a portion of the Improvements or Property ;
- **d.** Company breaches any of the terms or conditions of this Agreement;
- **e.** Company makes a materially misleading or false statement, warranty, or representation contained herein;
- **f.** Company allows its ad valorem taxes and/or tangible personal property taxes owed to the City to become delinquent (provided that Company retains its right to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or tangible personal property taxes);
- **g.** Company files for bankruptcy or is deemed insolvent by City; or
- **h.** Company is convicted of a violation under 8 U.S.C. Section 1324(a)(f) for the unlawful employment of aliens at the Property.

5.2. **Notice to City; Cure Period**. In the event that a Default occurs, City shall give Company written notice of such Default and if the Company does not cure such Default or underlying cause of the Default within **forty-five (45) days** of said written notice, this Agreement may be terminated; provided, however, if such Default cannot be reasonably cured within said forty-five (45) days, City may by written notice allow the breaching party to diligently pursue the cure within a reasonable time period determined by the City, but in no event to exceed one hundred twenty (120) days. Notice shall be in accordance with Section 6.15 hereof. This Section does not waive, prohibit or limit the City's right to pursue any other remedy at law or equity in addition to termination of the Agreement.

5.3. **Recapture Liability**. If an Event of Default occurs, Completion of Construction is not achieved, or if the Plaza is not constructed according to the Deed Restrictions, and to protect the economic development purposes of this Agreement, the amount of Reimbursements paid to

Company up to the date of termination corresponding to the uncompleted or non-Deed Restriction compliant portions of the Plaza ("**Recapture Liability**"), will become a debt to the City. For purposes of this Section, Recapture Liability shall be calculated proportionally based on square footage, determined by multiplying the total Reimbursements paid to Company by a fraction, the numerator of which is the square footage of the Plaza that have not achieved Completion of Construction as of the date of termination, and the denominator of which is the total required square footage of the Plaza being 87,120 square feet. Reimbursement funds allocated to fully completed square footage satisfying Completion of Construction shall be excluded from Recapture Liability. The resulting Recapture Liability shall be due, owing, and paid by the Company to the City within sixty (60) days of the expiration of the applicable cure period. Any Recapture Liability not paid to City within such 60-day period shall accrue interest from the due date through collection at the maximum non-usurious rate allowable by law. This Section shall survive termination of this Agreement.

5.4. Intentionally omitted.

5.5. **Damages, Attorney's Fees and Court Costs**. Should an Event of Default occur, the City may pursue and recover all remedies authorized by law, equity, or this Agreement, including: **(i)** termination of this Agreement; **(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 any Recapture Liability or interest thereon, (b) recovery of all accrued monetary amounts due the City but not paid by the Company to the City under this Agreement, and **(c)** 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.

5.6. **Suspension of Incentives**. Upon the occurrence and during the continuation of any Default by Company, the City shall have the right to suspend any and all Reimbursements, pursuant to a notice (the "**Suspension Notice**") delivered in accordance with Section 6.15 and the City may suspend any and all Incentives upon an Event of Default.

5.7. **Termination**. This Agreement shall terminate upon any one of the following:

- **a.** The execution by both Parties of a written agreement terminating this Agreement;
- **b.** The expiration of the Term of this Agreement, unless the Term is extended by a written amended agreement executed with the mutual consent of the Parties;
- **c.** A written request from Company pursuant to Section 6.22, Limited Appropriation; and
- **d.** Upon written notice of an Event of Default.

5.8. **Expiration**. This Agreement shall expire at the end of the Term, on or after which date Company may submit requests to City for release of any deed restrictions, regulatory agreements and/or deeds of trust filed in the Real Property Records under this Agreement.

ARTICLE VI
MISCELLANEOUS

6.1. **Undocumented Workers**. In accordance with Chapter 2264, Texas Government Code, Company certifies by signing the Undocumented Workers Certification statement attached

hereto as **Exhibit "L"** that its business, including all branches, divisions or departments of its business, does not and will not knowingly employ an undocumented worker.

6.2. **Time is of the Essence**. Time is of the essence with respect to the Parties' obligations hereunder. This includes Company's timely Completion of Construction, and compliance by both parties with respect to all the terms and conditions of this Agreement.

6.3. **Amendment; City Council**. Company acknowledges and agrees that, except as expressly provided in this Agreement with respect to minor modifications or extensions of time expressly delegated to City Manager under this Agreement or pursuant to Force Majeure, any change in this Agreement will require City Council approval and written amendment to this Agreement.

6.4. **Prioritization**. Company 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 Company to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Company. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Company shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

6.5. **Permitted Transfers.** This obligations of this Agreement may be delegated or assigned to an Affiliate of Company without express written consent of the City; provided, however, that the rights and obligations under this Agreement may not be otherwise assigned without express written consent of the City Council except for assignment to the following specific Affiliates: [none]. Notwithstanding the foregoing, Company shall have the option and the right to transfer the responsibility for the maintenance, repair, replacement and operation of the Plaza, and convey title to the Plaza, to an owners' association which shall include the owners of all of the parcels within the Property (exclusive of the Plaza), or portions thereof, as well as the owners of the remaining portion the City's adjacent property after purchase of the Property by the Company (the "**Owners' Association**"); provided, however, the terms, documentation and structure of such Owners' Association must be submitted to the City for review, comment and approval before the Owners' Association is finalized and title to the Plaza is transferred thereto, which approval will not be unreasonably withheld, delayed or conditioned by the City.

6.6. **Assignment Other Than Permitted Transfers**.

a. **Approval Required**. Except as provided above, the transfer or assignment of this Agreement shall require the City's consent as evidenced by an Amendment to this Agreement duly authorized by the City Council after receipt by the City of Company's written notification of such proposed transfer at least sixty (60) days before the effective date thereof. The City's consent may be withheld, conditioned, or delayed in its sole and absolute discretion and may be conditioned upon the express assumption by such transferee/assignee of all of Company's obligations set forth in this Agreement. Transfer or assignment of this Agreement or any portion thereof shall not constitute an obligation of the City to provide any Incentives hereunder except as expressly identified in the Amendment approving transfer or assignment of this Agreement.

b. **No Approval Required**. Notwithstanding the foregoing, the Company may sell, transfer, lease or license portions of the Property (excluding the Plaza) to unrelated third parties without the consent or approval of the City.

c. **Void Assignments**. Any attempted transfer or assignment of this Agreement by Company in violation of the terms set forth in this Section shall be void ab initio, and shall entitle the City to terminate this Agreement by written notice to Company.

6.7. **Compliance with Laws and Regulations.** This Agreement is entered into subject to and controlled by the City charter and its regulations and ordinances, including those related to development of property, as well as all applicable State and Federal laws, rules, and regulations. The City is not aware of anything in the foregoing prohibiting the City from entering into this Agreement nor from being bound by its terms and conditions. During the course of performance under this Agreement, Company agrees to not knowingly violate any applicable City codes and ordinances, as amended, or applicable State and Federal laws, rules and regulations, as amended (provided, however, Company retains the right to timely and properly seek variances from any such codes, ordinances, laws, rules or regulations and the right to timely and properly contest any alleged violation and the benefits of any notice any cure rights relating to any alleged violation).

6.8. **Texas Public Information Act.** City and Company acknowledge and agree that the City is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, as hereafter amended, and the Texas Open Meetings Act, Texas Government Code, Chapter 551, as hereafter amended and City shall comply with both Acts. Any release of any information, pursuant to any law including the Texas Public Information Act or the Texas Open Meetings Act, shared under this Agreement or future agreements whether confidential or not, for the avoidance of doubt is not a breach of this Agreement or future agreements. Any documents or records requested by a third party and ordered to be released by the Texas Attorney General under applicable provisions of the Texas Public Information Act after submittal by the City to the Texas Attorney General for an opinion on disclosure, will not be considered a breach of this Agreement or future agreements by the City; provided, however, the City will, to the extent legally permissible, notify the Company in writing of such potential disclosure to enable the Company to seek at their cost submit a brief to the Attorney General, a protective order or otherwise prevent or limit such disclosure.

6.9. **No City Debt.** The City will not agree to incur any debt towards this Project or extend its credit, including but not limited to any action in violation of the Texas Constitution or Texas law.

6.10. **No Partnership or Joint Venture**. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties, It is further understood and agreed between the parties that Company and the City, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

6.11. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon provisions hereof or by the mutual written agreement of the parties hereto.

6.12. **Law and Venue**. This Agreement shall be construed in accordance with the laws of the State of Texas except for its choice of law provisions, and shall be performed in Brazos County, Texas.

6.13. **Binding Agreement**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective valid successor and assigns.

6.14. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

6.15. **Notice**. Any notice sent under this Agreement, shall be sent **(i)** by depositing such notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; **(ii)** by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery; or **(iii)** sent by electronic transmission confirmed by mailing (certified or with other confirmation of delivery) written confirmation at substantially the same time as such electronic transmission, or **(iv)** personally delivered to the receiving party at the following addresses:

If to City:	**City of College Station,** **Attn: City Manager** PO Box 9960 College Station, Texas 77842 Phone: (979) 764-3527 Email: mostrowski@cstx.gov
With required copies to:	**City Attorney's Office** **City of College Station** P.O. Box 9960 1101 Texas Ave. College Station, TX 77842 Attn: City Attorney Phone: (979) 764-3521 Email: afalco@cstx.gov
If to Company:	The Corinth Group, Inc. Attention: Frank Mihalopoulos and Arthur Brousseau 4645 N. Central Expressway 300 Knox Place Dallas, Texas 75205 Telephone: (214) 219-5600 arthur@corinthproperties.com
With required copies to:	Richard C. Hoffman, Esq. Law Offices of Richard C. Hoffman 7474 E. Visao Drive Scottsdale, Arizona 85266-2745 Telephone: (480) 621-7860 Email; richardhoffmanlaw@att.net

Each Party may change its address by written notice to the other Parties in accordance with this section. Any communication addressed and mailed or delivered to a national courier in accordance with this section shall be deemed to be given when received or when delivery is refused, any notice so sent by electronic transmission shall be deemed to be given the earlier of when receipt of such transmission is acknowledged by the recipient by electronic transmission or when the mailed written confirmation is received or delivery is refused, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the Party. Telephone numbers are provided for convenience purposes only.

6.16. **Multiple Originals**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

6.17. **Severability**. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement or any part hereof invalid or illegal the parties agree to modify (or if not feasible, terminate) this Agreement and to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible.

6.18. **Confer with Legal Counsel**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

6.19. **Waiver**. Failure of either 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, nor any part hereof, nor the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Further, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other or subsequent breach unless expressly so stated therein.

6.20. **Recitals.** The recitals to this Agreement are incorporated herein for all purposes.

6.21. **Vesting.** Nothing in this Agreement shall be implied to vest any right in the parties. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **COMPANY WAIVES ANY STATUTORY CLAIM THAT THE AGREEMENT ESTABLISHES VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

6.22. **Limited Appropriation.** Company acknowledges and agrees that payment of Reimbursements for any applicable Fiscal Year during the Term of this Agreement shall constitute a current expense of the City for only the applicable Fiscal Year only and shall not constitute an indebtedness of the City. Further, Company acknowledges and agrees that Reimbursements are subject to and contingent on budgetary appropriations by Council for each Fiscal Year during the Term of this Agreement (anticipated to be substantially in accordance with the Project Schedule and Settlement Statement). If such appropriation is not approved during any subsequent Fiscal Year, this Agreement may be terminated upon written request by the Company without penalty to

the Company or the City; provided, however, this Section does not waive any right of City contained in any ground lease, property conveyance deed, deed of trust or deed restrictions on property leased or conveyed to Company by City.

6.23. Non-Delegation of Legislative Authority. Nothing in this Agreement shall be deemed or construed to delegate any legislative power, discretion, or duty of the City Council.

6.24. Conflict of Interest and Anti-Lobbying Certification. Company has provided before the approval of this Agreement by the City, the Company submitted to the City: (**i**) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code; and (**ii**) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code. The Company warrants that it has not offered, and will not offer, any gifts, gratuities, or favors to any City employee or official to obtain this Agreement. Further, Company acknowledges a continuing obligation to disclose information previously provided on forms referenced by this Section if Company becomes aware of facts that would require disclosure or any change in the forms previously filed with the City.

6.25. Unavoidable Delay; Force Majeure. If Company shall be delayed or interrupted from the performance of any act required by this Agreement within the timeframe that such performance is required under this Agreement by reason of Force Majeure, performance of such act shall be excused for a period equivalent to the period of such delay up to a maximum of twelve (12) months (the "**Force Majeure Cap**") commencing on the date of required notice under this Section; provided, however, that nothing in this Section shall excuse either Party from timely performance of obligations under this Agreement by reason of a change in the economic circumstances of such Party. Company shall notify City of any Force Majeure delay or interruption within fifteen (15) days of the Company's knowledge thereof and shall thereafter keep City regularly informed of the status of such delay or interruption. Under no circumstances shall the financial inability of Company or, in the absence of other factors described in this Section, adverse market conditions, be deemed to constitute a Force Majeure event. In the event of a Force Majeure, Company shall use commercially reasonable efforts to minimize any delay in the performance required by Company hereunder as a result such Force Majeure.

6.26. Independent Contractor. It is understood and agreed by the parties that the Company is an independent contractor and the Company shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the Project. Notwithstanding any Acquisition Costs determined to be Eligible Expenses under this Agreement, the Company shall be solely responsible to provide and pay for financing, labor, materials, equipment, tools, utilities, transportation, technology, and other facilities and services necessary for proper execution and completion of the Project.

6.27. Prohibited Activities. To the extent applicable, this Agreement is subject to the following:

- **a.** **Boycott Israel**. If this Agreement is for goods and services subject to § 2271.002 Texas Government Code, Company verifies that it: **(i)** does not boycott Israel; and **(ii)** will not boycott Israel during the Term of this Agreement;
- **b.** **Boycott Firearms**. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Company 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 Company herein verifies that it: **(i)** does not boycott energy companies; and **(ii)** will not boycott energy companies during the Term of this Agreement.

d. **Foreign Terrorist Organizations**. Company hereby represents that it: **(i)** does not engage in business with Iran, Sudan, or any foreign terrorist organization, and **(ii)** is not listed by the Texas Comptroller pursuant to § 2252.153 Texas Government Code as a company known to have contracts with or provide supplies or services to a foreign terrorist organization, where in each case "foreign terrorist organization" has the meaning provided in § 2252.151 Texas Government Code.

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

6.29. **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.

ARTICLE VII
DEFINITIONS

7.1. Capitalized terms not otherwise defined throughout the Agreement shall be defined as provided in this Section unless an attached Exhibit to this Agreement expressly provides a different definition. Further, whenever the context requires construing the provisions of this Agreement, the use of the singular will include the plural, and the use of the plural will include the singular.

a. "**Affiliate**" means any person or entity which directly or indirectly controls, is controlled by or is under common control with Company, and such control is maintained throughout the Term of this Agreement. A person or entity will be deemed to be "controlled" by any other person or entity if such other person or entity: **(i)** has direct or indirect ownership of at least fifty-one percent (51%) of the voting power of all outstanding shares or ownership interests entitled to vote at a general election of managers, partners, or directors of the person or entity; or **(ii)** has direct or indirect ownership of at least fifty-one percent (51%) of the equity interests in the entity.

b. "**Commencement of Construction**" means to begin or cause to begin, as part of continuous work, the placement, assembly, or installation of foundations for improvements; or to conduct significant site preparation work, including clearing excavation or removal of existing buildings or structures, each pursuant to a lawfully obtain permit from the applicable Governmental Authority.

c. "**Completion of Construction**" means: **(i)** substantial completion of the Improvements to the Plaza; **(ii)** the Improvements to the Plaza satisfy the specification and design requirements within this Agreement including the Plaza Minimum Specifications and Design Standards; and **(iii)** a final certificate of occupancy has been issued for all Improvements to the Plaza.

d. "**Environmental Laws**" means all present and future federal, state, and local laws, ordinances, regulations, standards, rules, policies, and other governmental requirements, administrative rulings, court judgments, and decrees, and all amendments thereto, relating to pollution or protection of human health, wildlife, wetlands, natural resources or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Environmental Laws include but are not limited to (a) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, et seq., the Oil Pollution Act of 1990, 33 U.S.C. Section 2701, et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136, et seq., and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, et seq., and all regulations promulgated under the authority of any of the foregoing, and their state and local analogs, as any such statutes or regulations may be amended, restated, modified, or supplemented from time to time, and (b) all voluntary cleanup programs and/or brownfields programs under federal, state or local law, as may be amended, restated, modified, or supplemented from time to time.

e. "**Fiscal Year**" shall mean the City's fiscal year for budgeting purposes, beginning on October 1st and ending on September 30th.

f. "**Force Majeure**" means any causes beyond the control of, and without the fault or negligence of Company or its Affiliates, including, but not limited to, governmental actions or inactions, a moratorium on the issuance of approvals by Governmental Authorities, governmental acts, orders, or restrictions not existing as of the Effective Date, any discovery of any concealed underground conditions that differ materially from those actually known by Company on the Effective Date which would not be disclosed by a reasonably diligent inspection of the Property (but only before Completion of Construction for the Improvements to the Plaza), acts of God, acts of the public enemy, acts of war or terrorism, acts of government, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, civil commotion, casualties, embargoes, severe or

inclement weather beyond that usually encountered in Brazos County, Texas, shortages in labor, materials or similar cause or delays or unavailability of any utilities and/or utility connections from the utility providers thereof. Severe or inclement weather delays include “rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL).

g. Intentionally omitted.

h. “**Hazardous Materials**” means any one or more of the following: **(a)** any substance, chemical, material or waste now or in the future defined as a “hazardous substance,” “hazardous material,” “hazardous waste,” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; **(b)** any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; **(c)** asbestos; **(d)** “toxic substance,” “toxic pollutant,” “contaminant,” or “pollutant” within the meaning of or regulated or addressed under any Environmental Law; **(e)** any substance the presence of which on the Property or Improvements is prohibited or regulated by any Governmental Authority; **(f)** any other substance which by any Governmental Authority requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment or disposal; and **(g)** any medical products or devices, including those materials defined as “medical waste” or “biological waste” under relevant statutes or regulations pertaining to any Environmental Law.

i. “**Hazardous Materials Contamination**” means the contamination (whether presently existing or hereafter occurring) of the Improvements, facilities, soil, groundwater, air or other elements on or of the Property by Hazardous Materials, or the contamination of the buildings, structures, facilities, soil, groundwater, air or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Agreement) existing on or emanating from the Property.

(Signature Page Follows)

COMPANY:
THE CORINTH GROUP, INC.

By: Arthur Brousseau Authorized Signatory
Name, Title
Date: 9/17/2026

CITY:
CITY OF COLLEGE STATION

_____
Mayor
Date:_____

ATTEST:

_____
City Secretary
Date:_____

APPROVED:

_____
City Manager
Date:_____

_____
Assistant City Manager/CFO
Date: _____

APPROVED AS TO FORM:

_____
City Attorney
Date:_____

EXHIBIT A
PROPERTY DESCRIPTION

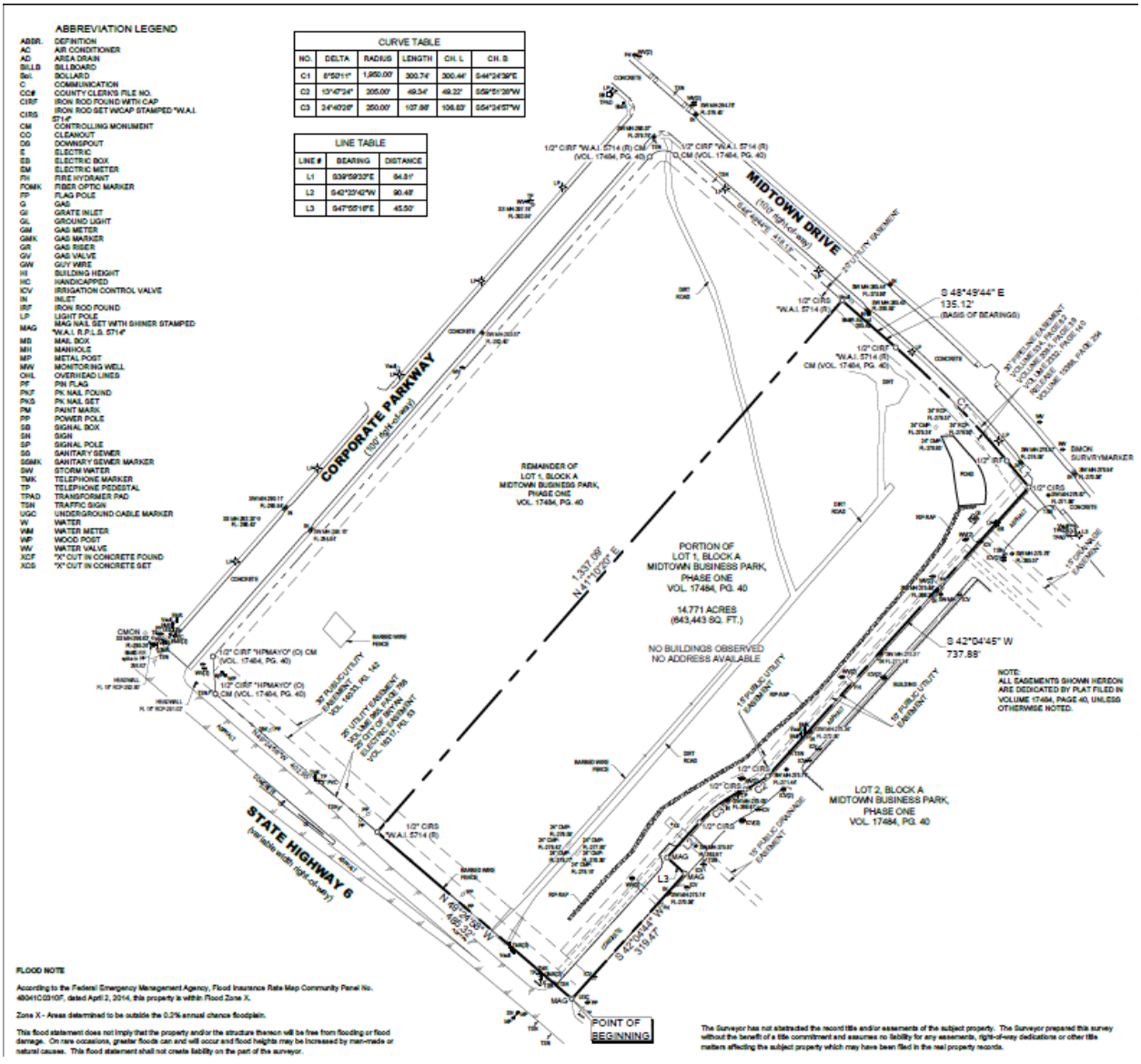

EXHIBIT B
INITIAL SITE PLAN



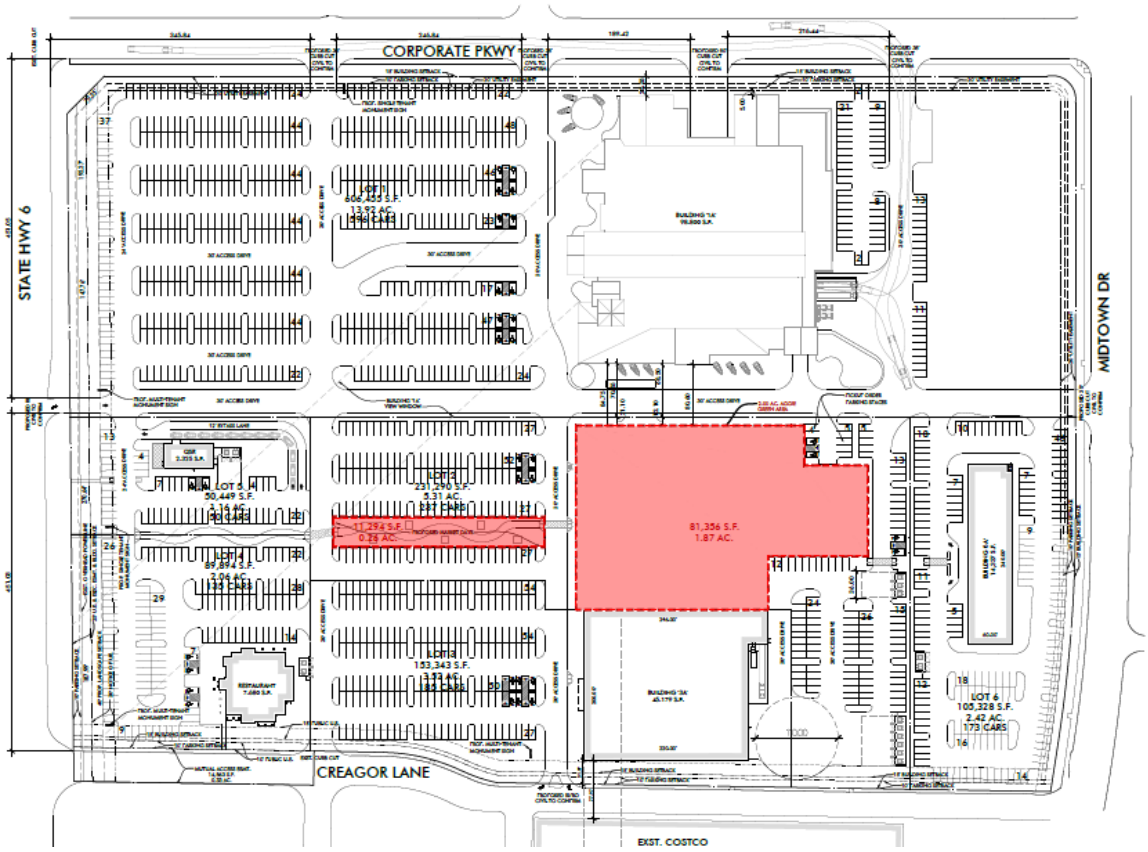
CORPORATE PKWY
STATE HWY 6
MIDTOWN DR
CREAGOR LANE
EXST. COSTCO
81,356 S.F.
1.87 AC.
LOT 6
105,328 S.F.
2.42 AC.
173 CARS

EXHIBIT C
SETTLEMENT STATEMENT

A Settlement Statement meeting the requirements of this Agreement shall be provided by Company to City before the Closing of the Property.

EXHIBIT D
PROJECT SCHEDULE

a. **Plaza Construction Commencement**. Commencement of Construction of the Improvements to the Plaza, subject to Force Majeure, within twenty-four (24) months of the Effective Date; and

b. **Plaza Improvement Completion**. Substantial completion by Company of all Improvements to the Plaza area, subject to Force Majeure, within forty-eight (48) months of the Effective Date.

EXHIBIT E-H
RESERVED

EXHIBIT I
INSURANCE REQUIREMENTS

General. Company shall procure and maintain, or cause to be procured and maintained, at its sole cost and expense for the duration of the 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 Company, its contractors, subcontractors, employees, officers, agents, volunteers or other similar representatives. The policies, limits and endorsements are required as set forth in this Exhibit.

Types of Insurance. During the Term of the Agreement and the Compliance Period, Company shall obtain, maintain and provide proof to the City of insurance policies that meet the minimum requirements of this Exhibit, including 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.** Workers' Compensation/Employer's Liability.
- **e.** Professional Liability.
- **f.** 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.

Certificates of Insurance. For each of these policies, the Company's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Company's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Company to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City Manager at the time of execution of the Agreement, attached hereto as **Exhibit J** ("Certificates of Insurance"), and approved by the City before any notice to proceed is issued, authorization to commence Services give, or any work on the Project commences.

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 named on the Certificate of Insurance.
- **c.** "Claims made" policies will not be accepted, except for professional liability insurance.
- **d.** Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station.

e. The Certificates of Insurance shall be prepared and executed by the insurance Company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

Commercial General Liability requirements. The following commercial general liability requirements shall apply:

a. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

b. Minimum limit of $1,000,000 per occurrence for bodily injury and property damage with a $2,000,000 annual aggregate.

c. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

d. The coverage shall not exclude 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.

e. The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

Business Automobile Liability requirements. The following business automobile liability requirements shall apply:

a. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.

b. Minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage.

c. The business auto policy must show Symbol 1 in the covered autos portion of the liability section in Item 2 of the declarations page.

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

e. The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

f. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

Excess Liability. Excess liability coverage following the form of the underlying coverage with a minimum limit of $20,000,000.00 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.

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.

Texas must appear in Item 3A of the worker's 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.

Builder's Risk. From Construction Commencement until the Improvements are completed, the Company (or Company's general contractor) shall purchase and maintain builder's risk insurance upon the entire Project site to the full insurable value thereof, including any increases in value due to duly authorized change orders to the construction contract for the Improvements. The builder's risk insurance shall also cover materials and supplies for the Improvements stored off site and also portions of the materials and supplies in transit. This insurance shall include the interests of the City, Company, Company's general contractor, subcontractors and sub-subcontractors for the Improvements 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 design professional services and expenses resulting from an insured loss. This must be an all-risk policy incorporating the following language:

Permission is given for the Improvements insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Improvements have 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 parties 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.

Professional Liability requirements. The following professional liability requirements shall apply to the design professional portion of the Project:

a. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A.M. Best Key Rating Guide.

b. Minimum of $1,000,000 per claim and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City of College Station when requested.

c. Company (or Company's design professionals) must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of the Agreement, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the Effective Date or the first performance of design services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

Retroactive date must be shown on certificate.

EXHIBIT J
INSURANCE CERTIFCATES

Certificates of Insurance meeting the requirements of this Agreement shall be provided by Company to City before the earlier of: (i) Closing of the Property, or (ii) Company receiving its first Reimbursement from City under this Agreement.

EXHIBIT K
ANTI-LOBBYING AND CONFLICT OF INTEREST CERTIFICATION

This Anti-Lobbying and Conflict of Interest Certification is being delivered by **THE CORINTH GROUP, INC.** ("Company") in connection with that certain Chapter 380 Economic Development Agreement by and between the City of College Station, Texas and Company to which this certification is attached ("Agreement"). The undersigned authorized officer of Company hereby acknowledges and certifies on behalf of Company and any applicable Affiliate, as such term is defined in the Agreement, to the best of their knowledge and belief, that:

1) No member of the City Council has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in this Agreement with the Company, or is financially interested, directly or indirectly, in the sale to, or purchase from, the City of any land, materials, supplies, or services except on behalf of the City; provided, however that the provisions of this section shall only be applicable when the stock owned by the member of City Council exceeds one percent (1%) of the total capital stock of the corporation;

2) No member of City Council, nor any officer or employee of the City of College Station, has accepted, directly or indirectly, any gift, privilege, or employment from the Company, except as may be authorized by law or ordinance;

3) Company has and shall not offer, directly or indirectly, any gift, favor, privilege, or employment to any member of City Council, officer, or employee of the City of College Station:
    1. In exchange for a city official or employee's vote or similar exercise of discretion;
    2. In excess of $50 in value; or
    3. In the form of cash, check or gift card, regardless of dollar value.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any violation of this certification shall make the Agreement voidable by the City Council or City Manager. Submission of this certification is a prerequisite for making or entering into this Agreement.

The undersigned Company, under penalty of perjury, certifies or affirms the truthfulness and accuracy of each statement of this certification. Undersigned Company further certifies or affirms that Company understands providing false representations on this certification constitutes an act of fraud.

Authorized Officer certifies they are the are the legally authorized representative of the Company and have the authority to certify the above statements.

Company Name:	**THE CORINTH GROUP, INC.**
Authorized Signature:	
Printed Name:	
Title:	
Date:	

EXHIBIT L
CHAPTER 2264 TEXAS GOVERNMENT CODE
UNDOCUMENTED WORKER CERTICATION

This Undocumented Worker Certification is being delivered by **THE CORINTH GROUP, INC.** ("Company") in connection with that certain Chapter 380 Economic Development Agreement by and between the City of College Station, Texas and Company to which this certification is attached ("Agreement"). The undersigned authorized officer of Company hereby acknowledges and certifies, to the best of his or her knowledge and belief, that:

(1) The business receiving any public subsidies provided pursuant to the Agreement, or a branch, division or department of the business, does not and will not knowingly employee undocumented workers. For the purpose of this certification, "Public Subsidies" means incentives, loans, loan guarantees, reimbursement of fees, benefits relating to an enterprise, or an empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development or improvements designed to benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements. For purposes of this certification, "Undocumented Worker" means an individual, who at the time of employment, is not:

a. Lawfully admitted for permanent residence to the United States; or

b. Authorized under law to be employed in the United States.

(2) Pursuant to Texas Government Code §2264.052, if, after receiving the Public Subsidies provided herein, the business entity or branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the Public Subsidy with interest accruing from the date of the violation on which the conviction is based, at the prime rate as published in the Wall Street Journal on the date of the College Station's City Council's initial approval of the Agreement. Repayment shall be made not later than the 120th day after the day the City notifies the business of the violation. As provided by Section §2264.101(c) of the Texas Government Code, Company shall not be liable for a violation by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts. It is agreed that for purposes of this paragraph 2, but only if permissible under Texas Government Code §2264.052, (i) neither Company nor its business, or branch, division, or department thereof, shall be deemed to have been "convicted of a violation" until all appeals have been exhausted and/or the time for all appeals has expired; and (ii) the date that "City notifies Company of the violation" may not be earlier than the date that Company has been "convicted of a violation" as provided in the immediately preceding subsection.

This Certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction by Texas Government Code §2264.052.

COMPANY:

By: _____
Signature

_____
Name-Printed

_____
Title Date

September 24, 2026
Item No. 9.4.
Real Estate Contract and Chapter 380 Economic Development Agreement for Bass Pro Outdoor World, LLC

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of a real estate contract with Bass Pro Outdoor World, LLC for the sale of approximately 13.895 acres in the Midtown Business Park for the price of $417,740.00 per acre for an approximate total purchase price of $5,804,497.30, and presentation, discussion, and possible action regarding a Chapter 380 Economic Development Agreement with Bass Pro Outdoor World, LLC relating to economic development incentives on approximately 13.895 acres in the Midtown Business Park.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend approval of the Real Estate Contract and Economic Development Agreement.

Summary: This item concerns Bass Pro Outdoor World, LLC's purchase of approximately 13.895 acres of undeveloped land in the Midtown Business Park for a new store location in College Station. The purchase, detailed in the real estate contract, is directly linked to an accompanying Economic Development Agreement. The agreed purchase price is $417,740 per acre, totaling approximately $5,804,497.30. The final land area and purchase price will be calculated based on the final approved survey. Any changes to the surveyed acreage will adjust the total purchase price at closing.

The property is located at the intersection of Corporate Parkway and the Highway 6 frontage road. The real estate contract will be executed simultaneously with an amendment to the City's existing agreement with The Corinth Group, Inc., which covers the sale of the remaining portion of the City-owned 28-acre tract.

Under the Economic Development Agreement, the City will incentivize Bass Pro Outdoor World, LLC to construct an approximately 98,000 square foot store on the 13.895 acre site. Together, the real estate and economic development agreements establish the terms for the project.

In return, the City will provide an operations reimbursement of $3.5 million upon completion of construction, along with $167,105 in reimbursements for building permit and impact fees. Additionally, if Bass Pro Outdoor World, LLC generates at least $20 million in locally taxable sales each year, the City will offer a sales tax reimbursement averaging 60 percent over ten years, decreasing from 80 percent to 35 percent over the term.

Budget & Financial Summary: The estimated purchase price for the property is $5,804,497.30. Following completion of construction of the improvements, the City will provide an operations reimbursement of $3.5 million, along with building permit and impact fee reimbursements totaling $167,105. To qualify for the annual sales tax reimbursement, Bass Pro Outdoor World, LLC must

demonstrate at least $20 million in locally taxable sales, making them eligible for a reimbursement averaging 60 percent over ten years, decreasing from 80 percent to 35 percent over the term.

Attachments:

1. Economic Development Agreement and Real Estate Agreement - Bass Pro Outdoor World, LLC

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF COLLEGE STATION AND BASS PRO OUTDOOR WORLD, LLC,

This Chapter 380 Economic Development Agreement ("**Agreement**") by and between the **CITY OF COLLEGE STATION, TEXAS**, a home-rule municipal corporation organized under the laws of Texas ("**City**"), and **BASS PRO OUTDOOR WORLD, LLC**, a Missouri limited liability Company, its permitted successors and assigns, ("**Company**") is entered into and effective on the date of approval of the City's duly elected City Council in an open meeting ("**Council**"), of this Agreement, subject to full execution of the Agreement by both Parties ("**Effective Date**").

RECITALS:

WHEREAS, Company intends to develop, design, construct, manage, operate and maintain an approximately 98,000 square foot premium retail development ("**Project**") on property in College Station, Texas, identified as "Remainer of Lot 1, Block A Midtown Business Park Phase One" on **Exhibit "A"** ("**Property**") on which Company intends to make improvements to the Property in accordance with the attached site plan shown in **Exhibit "B"** ("**Initial Site Plan**"), including all of the following (collectively, "**Improvements**"):

a. Construction of an approximate 98,000 square foot retail building, along with related parking, landscaping, and utilities to support the building and use. The Project will feature regional heritage tributes, hand painted murals, aquariums and dioramas, wildlife mounts, demonstration areas, and other unique experiential facets.

WHEREAS, Company has requested the City authorize and provide certain economic development incentives for the Project, including the following performance-based reimbursement incentives: construction reimbursements, operations reimbursements, and sales tax reimbursements to be paid from the applicable fiscal year budget, subject to lawful appropriation in future years ("**Reimbursements**"); and

WHEREAS, Company has also requested the City authorize and provide economic development incentives for the Project in addition to the Reimbursements, including the following "non-cash" incentives: agreed purchase price on conveyance of all or part of the Property by the City; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code and the Texas Constitution, and for the public purposes of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce and stimulating business and commercial activity in the State of Texas, Brazos County and the City, the City desires to offer certain economic development incentives to Company, subject to compliance by Company and the Project with restrictions providing for public benefit and control of public funds as more particularly described in this Agreement ("**Program**"); and

WHEREAS, City currently owns the Property and pursuant to Section 253.0125 Texas Local Government Code, the City desires to convey the Property to the Company for a reduced purchase price, subject to certain controls, terms and conditions under this Agreement, as the site for Improvements in accordance with the Initial Site Plan and completion, operation, management and maintenance of the Project for the public benefit in compliance with the Program; and

WHEREAS, the Property is not a public square or public park and was not obtained by the City through the use or threat of eminent domain authority; and

WHEREAS, pursuant to Section 253.0125 Texas Local Government Code, the City has provided notice to the public by publication in a newspaper of general circulation in Brazos County with said newspaper publication including a description of the property, including its location, and published on two separate days being [September 5, 2026]_first newspaper publication date and [September 10, 2026] second newspaper publication date; and

WHEREAS, the Property is in a tax increment reinvestment zone, Reinvestment Zone No. 19, City of College Station, Texas ("**Zone**"); provided, however, this Agreement does not pledge, dedicate nor use tax increment funds, nor require payment of project costs listed in the Zone Project Plan; and

WHEREAS, Company has submitted documentation to the City illustrating that the Project will have a direct, significant and positive economic benefit to the City in the form of local capital investment and increased sales tax generation; and

WHEREAS, Council hereby finds that this Agreement, including the Project to be developed under the terms of this Agreement and the Program, promotes economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce and stimulating business and commercial activity in the City; and, as such, is in the best interests of the City and meets the requisites of the Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code; and

WHEREAS, Council finds that the terms of this Agreement and the Program provide the City sufficient control to ensure the public purpose is accomplished and the City receives the return benefit in consideration for the economic incentives provided to the Company under this Agreement; and

WHEREAS, Council finds that the Project in the form provided for by this Agreement would not be feasible for the Company without assistance from the City as provided in the Program; and

NOW, THEREFORE, the City and Company, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company (each a "**Party**" and collectively, the "**Parties**") do hereby contract, represent and agree as follows:

ARTICLE I
GENERAL PROVISIONS AND ECONOMIC DEVELOPMENT PROGRAM

1.1. **Definitions**. In addition to all other capitalized terms defined in the body of this Agreement, capitalized terms shall have the meanings indicated in Article VII of this Agreement.

1.2. **Economic Development Program Reimbursements**. Subject to compliance with all Program requirements, City hereby authorizes Company to submit requests for reimbursement of expenses actually incurred for the Project and paid for by Company after the Effective Date ("**Project Costs**") in accordance with Article II of this Agreement for disbursement of the following Reimbursements:

a. **Construction Reimbursements**. City authorizes Company to request reimbursement of Project Costs no more frequently than once per month for the design, development,

construction, remodel, and/or expansion of the Improvements as provided in **Error! Reference source not found.** of this Agreement for the following: impact fees and building permit fees in an amount not to exceed **ONE HUNDRED SIXTY-SEVEN THOUSAND ONE HUNDRED FIVE AND NO/100 DOLLARS ($167,105.00**) ("**Construction Reimbursements**"); and

b. **Operations Reimbursements**. City authorizes Company to request reimbursement of Project Costs once annually per Fiscal Year for a period of two (2) years, with Year 1 beginning on the date of Completion of Construction of the Improvements ("**Completion Date**"), for the following expenses: closing costs for Property Acquisition and Property in an amount not to exceed **THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($3,500,000.00)**, to be paid in an amount not to exceed **50%** per year ("**Operations Reimbursements**"); and

c. **Sales Tax Reimbursements**. City authorizes Company to request once annually per calendar year for a period of ten (10) years, with Year 1 beginning on January 1 following the Completion Date, reimbursement equal to the amount of the unrestricted municipal sales and use tax revenues attributable to the Project and collected by the Texas Comptroller of Public Accounts from the sales of goods and services resulting in non-delinquent tax revenues remitted to and actually received by the City for the prior calendar year ("**Sales Tax Revenues**") in accordance with the following schedule:

Year	Reimbursement Amount Based on Percentage of Sales Tax Revenue	Estimated Reimbursement Amount
Year 1	80% of Sales Tax Revenues	$240,000.00
Year 2	80% of Sales Tax Revenues	$240,000.00
Year 3	75% of Sales Tax Revenues	$225,000.00
Year 4	75% of Sales Tax Revenues	$225,000.00
Year 5	60% of Sales Tax Revenues	$180,000.00
Year 6	60% of Sales Tax Revenues	$180,000.00
Year 7	50% of Sales Tax Revenues	$150,000.00
Year 8	45% of Sales Tax Revenues	$135,000.00
Year 9	40% of Sales Tax Revenues	$120,000.00
Year 10	35% of Sales Tax Revenues	$105,000.00

The estimated total value of the Sales Tax Revenue reimbursement under this Agreement is **ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS ($1,800,000.00** ("**Sales Tax Reimbursements**"), such Reimbursement to be paid as an economic development incentive and in no event as a waiver of, or directly from, Sales Tax Revenues or the Zone tax increment fund. For the avoidance of doubt, the City will

use actual prior year Sales Tax Revenue in determining the annual Reimbursement amount and the Reimbursement amounts in the chart above are estimates.

Subject to budget appropriation as required by law, the total value of all Reimbursements authorized under this Agreement is estimated to be **FIVE MILLION FOUR HUNDRED SIXTY-SEVEN THOUSAND ONE HUNDRED FIVE AND NO/100 DOLLARS ($5,467,105.00)**.

1.3. **Source of Reimbursement Funds**. The Reimbursements shall not be made from any general obligation or other tax exempt bond funds, nor any dedicated tax revenue, including but not limited to revenue from sales and use tax adopted for economic development purposes (City has not adopted a sales and use tax increase under Chapter 501, Texas Local Government Code, as of the Effective Date).

1.4. **Compliance Period.** Regardless of the Term of this Agreement, Company shall comply, and shall cause any applicable Affiliate and the Project to comply, with this Agreement as partial consideration for the Incentives provided under this Agreement, for a period of ten (10) years from the Completion Date, as such period may be extended by the City to account for any extensions requested by Company and any period of non-compliance under the terms of this Agreement ("**Compliance Period**").

1.5. **Agreed Purchase Price**. Company intends to purchase the Property from City according to the terms and conditions of the Purchase and Sale Agreement by and between City and Company attached as **Exhibit "F"**, providing the agreed purchase price of **FIVE MILLION EIGHT HUNDRED FOUR THOUSAND FOUR HUNDRED NINETY-SEVEN AND 30/100 DOLLARS $5,804,497.30** ("**Purchase Price**"). The Parties agree and acknowledge that the City is entering into the Purchase and Sale Agreement pursuant to Section 253.0125 Texas Local Government Code in partial consideration for this Agreement (Collectively with the Reimbursements, "**Incentives**") and that the City would not have provided the Purchase Price or entered into the Purchase and Sale Agreement but for this Agreement.

1.6. **Economic Development Program Performance Measures**. The following benefits are agreed by the Parties to accurately represent the performance of economic development and achievement of the public purpose by Company (collectively, "**Program Benefits**") and, therefore, compliance with reporting requirements for these items shall be required before any payment of Reimbursements by City:.

a. **Increased Sales Tax Generation**. Company shall generate a minimum of $300,000.00 Sales Tax Revenue per calendar year as a condition precedent to payment of any Sales Tax Reimbursement for the applicable year after the Completion Date, as shown by submission to the City of copies of reports submitted by Company (or caused to be submitted by Company or its applicable Affiliate) to the Texas Comptroller of Public Accounts evidencing Sales Tax Revenue for the prior calendar year. Failure to meet this minimum any year is not a Default or Event of Default and results solely in ineligibility for that year's Sales Tax Reimbursement; eligibility resumes in any later year the minimum is met.

b. **Capital Investment**. Company shall invest a minimum of $30,000,00.00 ("**Capital Investment**") in the Improvements in the form of Project Costs that have not been and will not be submitted to the City for reimbursement and shall provide documentation to

City of Capital Investment within ninety (90) days of the Completion Date as a condition precedent to receipt of any Operations Reimbursement.

1.7. Economic Development Program. The City's economic development Program requires completion of Company's obligations according to certain deadlines, timely reporting of quantitative performance measures, and compliance with statutory requirements and internal controls to ensure proper use and disbursement of public funds and receipt of Public Benefits by the City in exchange, and as a result of, providing Incentives to Company.

a. Major Deadlines. The Company agrees to complete, or cause to be completed, certain aspects of the Project in strict accordance with the following deadlines (collectively, the "**Major Deadlines**"):

1. **Construction Commencement**. Commencement of Construction of the Improvements within **nine (9)** months of the date on which Company closes on the acquisition of the Property ("**Commencement Deadline**");
2. **Improvement Completion**. Receipt by Company of a Final Certificate of Occupancy for all Improvements within **thirty-six (36)** months of the date on which Company closes on the acquisition of the Property ("**Completion Deadline**");
3. **Extension Requests**. Provided, however, the Major Deadlines may be extended for a maximum of six (6) months by City Manager, at the City Manager's sole discretion, upon a written request for extension from the Company providing a detailed explanation of just cause ("**Extension Request**"). Extension Requests granted by City Manager in writing will automatically extend subsequent Major Deadlines and commencement of the Compliance Period by the same amount of time granted for the extension (up to, but in no event exceeding, 6 months).

b. Project Budget. Company has submitted to the City and City has approved: **(i)** an estimate of all costs necessary to complete the Improvements; and **(ii)** an up-to-date sources and uses budget identifying the funding sources (including provider and amount) and major costs of the Project, including any anticipated funding sources for which Company has obtained hard or soft commitments in the form of letters of intent, commitment letters and/or other executed funding or financing, each as attached in **Exhibit "E"** (collectively, the **"Project Budget").**

c. City Requirements. As a condition to payment of any Reimbursements and continued receipt by Company of any Incentive, Company shall comply with any and all provisions of the following (collectively, the "**City Requirements**"): **(i)** City of College Station Code of Ordinances ("**City Code**"); **(ii)** Chapters 380, 253 and 212 of the Texas Local Government Code, as applicable, (Collectively, "**Texas Local Government Code**") and the City Charter; **(iii)** Program, including but not limited to submittal of timely, complete and accurate compliance forms and access to records required under this Agreement; **(iv)** Major Deadlines; **(v)** Project Budget; **(vi)** the requirements of any covenants and restrictions filed in the official public records of the Brazos County Clerk for covering any portion of the Property ("**Real Property Records**") for the benefit of the City; **(vii)** Article III of this Agreement; and (**viii**) actions or omissions necessary to remedy a violation or other notice of non-compliance issued by a governmental authority having

jurisdiction over the Property (Ex., Brazos County, Texas Department of Environmental Quality, Environmental Protection Agency, Internal Revenue Service) ("**Governmental Authority**"). Company and City agree the general Project schedule attached as **Exhibit "D"** ("**Project Schedule**") is intended to provide project milestones to assist the City in calculating applicable budget appropriations for each Fiscal Year. For the avoidance of doubt, Company shall submit an updated Project Schedule to City if at any point the Project Schedule does not comply with Major Deadlines or does not align with Company's development and construction plans for the Project; provided, however, Company shall not be required to strictly comply with milestones contained in the Project Schedule.

d. **Continuous Occupancy.** The Company or an Affiliate of Company must (subject to Force Majeure) continuously occupy and use the Improvements for the Project for each year for which there is a payment of Reimbursements commencing on the Completion Date and throughout the Compliance Period. Continuous occupancy and operation is determined solely by whether the Project is open and operating.

1.8. **Consideration.** The Incentives are authorized and provided to Company under this Agreement in consideration for Company providing to City, and the public in general, express, measurable and documented Public Benefits in accordance with City Requirements.

1.9. **Term.** This Agreement shall remain valid and in effect for the time period ("**Term**") beginning on the Effective Date and continuing until the later of: **(i)** the termination or expiration of the Compliance Period, as extended in accordance with the terms of this Agreement; or **(ii)** the date on which all amounts due and payable to City by Company under this Agreement have been received.

1.10. **Agreement Administration.** This Agreement shall be administered on behalf of the City by the City Manager ("**City Manager**") where expressly provided in this Agreement, and otherwise by the Chief Development Officer of the City's Economic Development Department ("**Director**"). Director is hereby authorized and directed to provide any reports or submittals required under the Texas Local Government Code.

1.11. **Delegation of Signature Authority.** The Council hereby grants authority for the Director, City Manager, City Attorney and City Secretary, including the designees of each, to execute the Contract Documents referenced in this Agreement other than this Agreement.

1.12. **Order of Authority.** All exhibits attached to this Agreement or expressly contemplated by this Agreement are incorporated by reference for all purposes. In the case of a conflict between any provision of this Agreement, including any provision of an exhibit or attachment incorporated into this Agreement, with any other provision of this Agreement, including any provision of an exhibit or attachment incorporated into this Agreement, construction shall be according to the following priority:

(1) Any amendment to this Agreement approved and executed by both Parties;
(2) This Agreement;
(3) Any exhibit of this Agreement; and then
(4) Any document referenced in this Agreement and filed in the Real Property Records,.

1.13. Exhibits. The following exhibits are attached to this Agreement and incorporated by reference herein for all purposes:

Exhibit "A" – Property Description
Exhibit "B" – Initial Site Plan
Exhibit "C" – Project Budget
Exhibit "D" – Project Schedule
Exhibit "E" – Reserved
Exhibit "F" –Real Estate Purchase and Sale Agreement
Exhibit "G" – Reserved
Exhibit "H" – Reserved
Exhibit "I" – Insurance Requirements
Exhibit "J" – Certificate of Insurance
Exhibit "K" – Conflict of Interest and Anti-Lobbying Certification
Exhibit "L" - Chapter 2264 Texas Government Code Undocumented Workers Certification

ARTICLE II
GRANT DISBURSEMENT REQUIREMENTS

2.1. Payment Applications. Before any disbursement to Company under this Agreement, Company shall submit a written request for reimbursement including an invoice of the amount due to Company from City and all supporting documentation required under this Article or as otherwise reasonably required by the City, ("**Payment Application**") to the following address:

VendorInvoiceEntry@cstx.gov

The City shall not be obligated to make any disbursement unless and until the City has received: **(i)** a written certification from Company that Company is in compliance with this Agreement for the applicable period; **(ii)** for Construction Reimbursements, invoices and proof of payment evidencing the applicable permit fees or impact fees paid by Company; and **(iii)** for Sales Tax Reimbursements, copies of reports submitted by Company to the Texas Comptroller of Public Accounts for the applicable period, to the extent available to Company.

2.2. Eligible Expenses; Disbursement Procedures. City shall review and reimburse Company for each Project Cost listed in a Payment Application that is: **(i)** supported by the documentation required under Section 2.1; **(ii)** eligible for reimbursement in an amount not exceeding the amount of appropriations for the applicable Fiscal Year for the applicable Reimbursement ("**Reimbursement Funds**"); (**iii**) incurred in amounts not to exceed City current Fiscal Year appropriations (which are intended by the Parties to be in accordance with the Project Schedule); **(v)** on a Project that is not delinquent in reporting on Program Benefits as required under this Agreement; and **(vi)** not otherwise prohibited under this Agreement or applicable law ("**Eligible Expenses**") within sixty (60) days of receipt by City of the Payment Application. After review by the City, notice shall be provided to the Company of any disputed items listed on the Payment Application or other documentation or modifications needed within thirty (30) days of receipt of the Payment Application and supporting documentation by the City.

2.3. Virtual Payment Method. For increased payment and financial information security, the Company 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 Company.

2.4. **Disputed Amounts.** The City may dispute and subtract from any disbursement to Company any amounts requested by Company under a Payment Application if any invoiced amount listed on a Payment Application is reasonably deemed by the City to be ineligible, unlawful, or otherwise not payable by the City under this Agreement ("**Disputed Amounts**"). The City shall provide Company with written notice of any Disputed Amounts, including the City's basis for determination, amount at issue and description for each item disputed. The City shall timely disburse all amounts under a Payment Application that are not Disputed Amounts.

2.5. **Use of Reimbursed Amounts.** Disbursements of Reimbursements shall be to Company's account as directed, such information to be provided by Company to City and subject to verification to prevent financial fraud as required by the City in its reasonable discretion. Reimbursed amounts provided to Company shall be used at Company's sole discretion

2.6. **Debarment; Ineligibility**. Neither Company nor any of its principals are presently excluded, disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the Federal government, State of Texas, or the City. "**Principals**" means officers, directors, owners, partners, and person having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment and similar positions).

2.7. **Inspection of Books and Records: Audit**. Company shall maintain records sufficient to document compliance with the terms of this Agreement. During normal business hours, Company shall allow City reasonable access to pertinent business records directly relating to this Agreement as may be reasonably necessary to verify Company's compliance with all applicable provisions of this Agreement. Records required to be maintained under this Section shall be retained for inspection by City and the Texas Comptroller only for the limited purposes of this Section and shall not be made available to the public generally unless required to do so by the Texas Attorney General or ruling from a court of competent jurisdiction. TO ENSURE COMPLIANCE WITH APPLICABLE LAW AND AUDIT BY THE TEXAS COMPTROLLER OR OTHER GOVERNMENTAL AUTHORITIES, THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF TEN (10) YEARS AFTER EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE III
INDEMNITY AND LIABILITY

3.1. **Indemnity. COMPANY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY AND ITS OFFICERS, AGENTS, SERVANTS, VOLUNTEERS AND EMPLOYEES ("CITY PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, OR SUITS FOR PROPERTY LOSS OR PROPERTY DAMAGE AND/OR BODILY INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH COMPANY'S PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES, AND SERVICES OF THE PROJECT DESCRIBED HEREIN, INCLUDING COMPANY OFFICERS, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR LICENSEES; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY**

LIABILITY TO THE EXTENT THAT IT RESULTS FROM THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF COMPANY AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

3.2. Environmental Indemnity. COMPANY SHALL AT ALL TIMES RETAIN ANY AND ALL LIABILITIES ARISING FROM THE PRESENCE, HANDLING, TREATMENT, STORAGE, TRANSPORTATION, REMOVAL OR DISPOSAL OF HAZARDOUS MATERIALS ON THE LAND. Regardless of whether any Event of Default shall have occurred and be continuing or any remedies in respect of the Property are exercised by City, Company shall defend, indemnify, and hold harmless City from and against any and all liabilities (including strict liability), suits, actions, claims, demands, penalties, damages (including, without limitation, lost profits, consequential damages, interest, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, attorney's fees and expenses, and remedial costs) (the foregoing are hereinafter collectively referred to as "**Liabilities**") which may now or in the future (whether before or after the culmination of the transactions contemplated by this Agreement) be incurred or suffered by City by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any warranty or covenant or the inaccuracy of any representation of Company contained or referred to in the Agreement Documents, this Agreement and/or which may be asserted as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission, or release from the Property of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the Property or the applicability of any City Requirements or requirements of any Governmental Authority relating to Hazardous Materials, **EXCEPT TO THE EXTENT OCCASIONED WHOLLY BY ANY CONDITION, ACCIDENT, OR EVENT CAUSED BY ANY ACT OR OMISSION OF CITY OCCURRING AFTER CLOSING OF PURCHASE OF THE PROPERTY BY COMPANY, OR ANY ACT OR OMISSION BY, THROUGH, OR UNDER THE CITY OCCURRING AFTER CLOSING OF PURCHASE OF THE PROPERTY BY COMPANY**. For the avoidance of doubt and notwithstanding any other provision to the contrary, the Company acknowledges and agrees that City shall have no Liabilities under this Section arising solely from City's participation in this Agreement.

Such Liabilities shall include, without limitation: **(i)** injury or death to any person; **(ii)** damage to or loss of the use of any property; **(iii)** the cost of any demolition and rebuilding of the Improvements, repair or remediation and the preparation of any activity required by any Governmental Authority; **(iv)** any lawsuit brought or threatened, good faith settlement reached, or governmental order relating to the presence, disposal, release or threatened release of any Hazardous Material on, from or under the Property; and **(v)** the imposition of any lien on the

Property arising from the activity of Company or Company's predecessors in interest on the Property or from the existence of Hazardous Materials or Hazardous Materials Contamination upon the Property. The covenants and agreements contained in this Section shall survive the consummation of the transactions contemplated by or the expiration or termination of this Agreement.

3.3. **Hazardous Materials**. Company agrees to: **(i)** give notice to City immediately upon Company's acquiring knowledge (or when Company reasonably should have acquired knowledge) of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination with a full description thereof; **(ii)** promptly, at Company's sole cost and expense, comply with any Governmental Authority or City Requirements requiring the removal, treatment, or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide City with satisfactory evidence of such compliance; and **(iii)** provide City, within thirty (30) days after demand by City, with a bond, letter of credit, or similar financial assurance evidencing to City's satisfaction that the necessary funds are available to pay the cost of removing, treating, and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Property as a result thereof.

Company shall not cause or suffer any liens to be recorded against the Property as a consequence of, or in any way related to, the presence, remediation or disposal of Hazardous Material in or about the Property, including any state, federal or local so-called "Superfund" lien relating to such matters.

3.4. **Release. The Company releases, relinquishes, and discharges the City, its council members, officials, 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, sickness or death, including any loss of or damage to property, of the Company, its officers, employees, contractors, subcontractors, volunteers, agents, customers, invitees, or representatives that is caused by or alleged to be caused by, arises out of or in relation to this Agreement. Both the City and the Company expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Company, its officers, employees, contractors, subcontractors, volunteers, agents, customers, invitees, or representatives, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Company, or any third party.**

3.5. **Survival**. The provisions of this Article shall survive termination or expiration of this Agreement.

3.6. **Governmental Function; Governmental Immunity**. The parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The Parties agree that this is not an Agreement for goods or services to the City, nor is this Agreement subject to Chapters 271 or 272 of the Texas Local Government Code. Further, the Parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code, including but not limited

to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE IV
INSURANCE

4.1. **Insurance.** The Company shall procure and maintain, at their own 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 project or work to be performed by Company or its contractors, subcontractors, agents, representatives, volunteers, or employees. Said insurance shall list the City of College Station, its officers, agents, employees, and volunteers as Additional Insureds. See **Exhibit "I"** for required limits of liability insurance. Certificates of insurance evidencing the required insurance coverages on the most current form approved by the Texas Department of Insurance shall be attached hereto as **Exhibit "J".** Notwithstanding the forgoing, the City acknowledges and agrees that the types and amounts of insurance required to be carried by the Company hereunder may be satisfied by the combined purchase of primary and excess/umbrella type policies. The City further acknowledges and agrees that the Company has the right to maintain deductibles and/or self-insurance to the extent and in such amounts as is determined by the Company in its sole discretion.

ARTICLE V
REMEDIES; DEFAULT; TERMINATION

5.1. **Default**. A default of this Agreement shall exist if any one or more of the following occurs (each a "**Default**", or, if occurring or continuing to occur after any applicable notice and cure period, each an "**Event of Default**"):

- **a.** Company fails to complete or continuously operate the Improvements in accordance with this Agreement;
- **b.** Company fails to provide its written report to the Director by April 15 of each year throughout the Compliance Period regarding compliance with each applicable requirement of the Agreement;
- **c.** Company fails to obtain City Council approval for the assignment of this Agreement within at least thirty (30) calendar days before the sale of all or a portion of the Improvements or Property;
- **d.** Company materially breaches any of the terms or conditions of this Agreement;
- **e.** Company makes a materially misleading or false statement, warranty, or representation contained herein;
- **f.** Company allows its ad valorem taxes and/or tangible personal property taxes owed to the City to become delinquent (provided that Company retains its right to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or tangible personal property taxes);
- **g.** Company files for bankruptcy or is deemed insolvent by City; or

h. Company is convicted of a violation under 8 U.S.C. Section 1324(a)(f) for the unlawful employment of aliens at the Property.

5.2. **Notice to Company; Cure Period**. In the event that a Default occurs, City shall give Company written notice of such Default and if the Company does not cure such Default or underlying cause of the Default within **forty-five (45) days** of said written notice, this Agreement may be terminated; provided, however, if such Default cannot be reasonably cured within said forty-five (45) days, Company shall have the right to continue to diligently pursue the cure for an additional period not to exceed one hundred twenty (120) days, so long as Company is diligently pursuing such cure. Notice shall be in accordance with Section 6.15 hereof. This Section does not waive, prohibit or limit the City's right to pursue any other remedy at law or equity in addition to termination of the Agreement.Article I6.15

5.3. **Recapture Liability**. If this Agreement is terminated pursuant to Section 5.2, and to protect the economic development purposes of this Agreement, the sum of: Reimbursement Funds paid to Company up to the date of termination (collectively, "**Recapture Liability**"), will become a debt to the City and shall be due, owing, and paid by the Company to the City within sixty (60) days of the expiration of the above-mentioned applicable cure period; provided, however, Reimbursements Funds paid to Company for the Construction Reimbursements and Operations Reimbursements shall not be included in Recapture Liability after both: **(x)** Completion of Construction, and **(y)** documentation submittal to the City of completion of Capital Investment. Any Recapture Liability not paid to City within such 60-day period shall accrue interest from the due date through collection at the maximum non-usurious rate allowable by law. This Section shall survive termination of this Agreement.

5.4. **Damages, Attorney's Fees and Court Costs**. Should an Event of Default occur, the City may pursue and recover all remedies authorized by law, equity, or this Agreement, including: **(i)** termination of this Agreement; **(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 any Recapture Liability or interest thereon, **(b)** recovery of all accrued monetary amounts due the City but not paid by the Company to the City under this Agreement, and **(c)** 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.

5.5. **Suspension of Incentives**. Upon the occurrence and during the continuation of any Default by Company, the City shall have the right to suspend any and all Reimbursements, pursuant to a notice (the "**Suspension Notice**") delivered in accordance with Section Article I6.15 and the City may suspend any and all Incentives upon an Event of Default.

5.6. **Termination**. This Agreement shall terminate upon any one of the following:

a. Closing does not occur within one hundred eighty (180) days of the Effective Date;

b. The execution by both Parties of a written agreement terminating this Agreement;

c. The expiration of the Term of this Agreement, unless the Term is extended by a written amended agreement executed with the mutual consent of the Parties;

d. A written request from Company pursuant to Section 6.22;

e. Upon written notice of an uncured Event of Default.

5.7. Expiration. This Agreement shall expire at the end of the Term, on or after which date Company may submit requests to City for release of any deed restrictions, regulatory agreements and/or deeds of trust filed in the Real Property Records under this Agreement.

ARTICLE VI
MISCELLANEOUS

6.1. Undocumented Workers. In accordance with Chapter 2264, Texas Government Code, Company certifies by signing the Undocumented Workers Certification statement attached hereto as **Exhibit "L"** that its business, including all branches, divisions or departments of its business, does not and will not knowingly employ an undocumented worker.

6.2. Time is of the Essence. Time is of the essence with respect to the Parties' obligations hereunder. This includes Company's timely Completion of Construction, and compliance by both parties with respect to all the terms and conditions of this Agreement.

6.3. Amendment; City Council. Company acknowledges and agrees that, except as expressly provided in this Agreement with respect to minor modifications or extensions of time expressly delegated to City Manager under this Agreement or pursuant to Force Majeure, any change in this Agreement will require City Council approval and written amendment to this Agreement.

6.4. Prioritization. Company 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 Company to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Company. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Company shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

6.5. Permitted Transfers. The obligations and rights of this Agreement may be delegated or assigned to an Affiliate of Company or to a lender of Company without express written consent of the City. Any other transfer or assignment shall be governed by Section 6.6.

6.6. Assignment Other Than Permitted Transfers.

a. Approval Required. The transfer or assignment of this Agreement shall require the City's consent as evidenced by an Amendment to this Agreement duly authorized by the City Council after receipt by the City of Company's written notification of such proposed transfer at least sixty (60) days before the effective date thereof. The City's consent may be withheld, conditioned, or delayed in its sole and absolute discretion and may be conditioned upon the express assumption by such transferee/assignee of all of Company's obligations set forth in this Agreement; provided, however, that such consent shall not be unreasonably withheld, conditioned, or delayed if the proposed transferee or assignee will continue to occupy and operate the Property and Improvements in a manner consistent with the terms of this Agreement and such assignee or transferee shall receive less than 100% of Company's rights under this Agreement. Transfer or assignment of this Agreement or any portion thereof shall not constitute an obligation of the City to provide any Incentives hereunder except as expressly identified in the Amendment approving transfer or assignment of this Agreement.

b. Void Assignments. Any attempted transfer or assignment of this Agreement by Company in violation of the terms set forth in this Section shall be void ab initio, and shall entitle the City to terminate this Agreement by written notice to Company.

6.7. Compliance with Laws and Regulations. This Agreement is entered into subject to and controlled by the City charter and its regulations and ordinances, including those related to development of property, as well as all applicable State and Federal laws, rules, and regulations. The City is not aware of anything in the foregoing prohibiting the City from entering into this Agreement nor from being bound by its terms and conditions. During the course of performance under this Agreement, Company agrees to not knowingly violate any applicable City codes and ordinances, as amended, or applicable State and Federal laws, rules and regulations, as amended (provided, however, Company retains the right to timely and properly seek variances from any such codes, ordinances, laws, rules or regulations and the right to timely and properly contest any alleged violation and the benefits of any notice any cure rights relating to any alleged violation).

6.8. Texas Public Information Act. City and Company acknowledge and agree that the City is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, as hereafter amended, and the Texas Open Meetings Act, Texas Government Code, Chapter 551, as hereafter amended and City shall comply with both Acts. The City shall treat as confidential the financial statements, sales and tax information, and other proprietary or commercial information delivered by or concerning Company, and shall not voluntarily disclose such information to the public except as required by the Act, a final ruling of the Texas Attorney General, or a court order. If the City receives a request under the Act for information provided by or concerning Company, the City shall: (i1) timely request a decision from the Texas Attorney General under Section 552.301 of the Act and assert all applicable exceptions, including Sections 552.104 and 552.110 of the Act; (ii) make the good-faith notification to Company required by Section 552.305 of the Act so that Company may timely submit to the Attorney General its own reasons why the information should be withheld; and (iii) not release such information before the Attorney General rules or a court of competent jurisdiction orders disclosure. Provided the City has complied with the foregoing, the release of information required by the Act, by a final ruling of the Texas Attorney General, or by a court order shall not constitute a breach of this Agreement by the City. Company may, at its own cost, seek a protective order or otherwise act to prevent or limit disclosure.

6.9. No City Debt. The City will not agree to incur any debt towards this Project or extend its credit, including but not limited to any action in violation of the Texas Constitution or Texas law.

6.10. No Partnership or Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties, It is further understood and agreed between the parties that Company and the City, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

6.11. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon provisions hereof or by the mutual written agreement of the parties hereto.

6.12. Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas except for its choice of law provisions, and shall be performed in Brazos County, Texas.

6.13. **Binding Agreement**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective valid successor and assigns.

6.14. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

6.15. **Notice**. Any notice sent under this Agreement, shall be sent **(i)** by depositing such notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; **(ii)** by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery; or **(iii)** sent by electronic transmission confirmed by mailing (certified or with other confirmation of delivery) written confirmation at substantially the same time as such electronic transmission, or **(iv)** personally delivered to the receiving party at the following addresses:

If to City:	**City of College Station,** **Attn: City Manager** PO Box 9960 College Station, Texas 77842 Phone: (979) 764-3527 Email: mostrowski@cstx.gov
With required copies to:	**City Attorney's Office** **City of College Station** P.O. Box 9960 1101 Texas Ave. College Station, TX 77842 Attn: City Attorney Phone: (979) 764-3521 Email: afalco@cstx.gov
If to Company:	Bass Pro Outdoor World, LLC 2500 E. Kearney Springfield, MO 65898 Attn: Legal Department Email: Legal@basspro.com

Each Party may change its address by written notice to the other Parties in accordance with this section. Any communication addressed and mailed or delivered to a national courier in accordance with this section shall be deemed to be given when received or when delivery is refused, any notice so sent by electronic transmission shall be deemed to be given the earlier of when receipt of such transmission is acknowledged by the recipient by electronic transmission or when the mailed written confirmation is received or delivery is refused, and any communication so delivered in

person shall be deemed to be given when receipted for by, or actually received by, the Party. Telephone numbers are provided for convenience purposes only.

6.16. **Multiple Originals**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

6.17. **Severability**. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement or any part hereof invalid or illegal the parties agree to modify (or if not feasible, terminate) this Agreement and to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible.

6.18. **Confer with Legal Counsel**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

6.19. **Waiver**. Failure of either 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, nor any part hereof, nor the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Further, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other or subsequent breach unless expressly so stated therein.

6.20. **Recitals.** The recitals to this Agreement are incorporated herein for all purposes.

6.21. **Vesting.** Nothing in this Agreement shall be implied to vest any right in the parties. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **COMPANY WAIVES ANY STATUTORY CLAIM THAT THE AGREEMENT ESTABLISHES VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

6.22. **Limited Appropriation.** Company acknowledges and agrees that payment of Reimbursements for any applicable Fiscal Year during the Term of this Agreement shall constitute a current expense of the City for only the applicable Fiscal Year only and shall not constitute an indebtedness of the City. Further, Company acknowledges and agrees that Reimbursements are subject to and contingent on budgetary appropriations by Council for each Fiscal Year during the Term of this Agreement (anticipated to be substantially in accordance with the Project Schedule and Project Budget). If such appropriation is not approved during any subsequent Fiscal Year, this Agreement may be terminated upon written request by the Company without penalty to the Company or the City; provided, however, this Section does not waive any right of City contained in any ground lease, property conveyance deed, deed of trust or deed restrictions on property leased or conveyed to Company by City.

6.23. **Non-Delegation of Legislative Authority**. Nothing in this Agreement shall be deemed or construed to delegate any legislative power, discretion, or duty of the City Council.

6.24. **Conflict of Interest and Anti-Lobbying Certification**. Company has provided before the approval of this Agreement by the City, the Company submitted to the City: (**i**) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code; and (**ii**) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code. The Company warrants that it has not offered, and will not offer, any gifts, gratuities, or favors to any City employee or official to obtain this Agreement. Further, Company acknowledges a continuing obligation to disclose information previously provided on forms referenced by this Section if Company becomes aware of facts that would require disclosure or any change in the forms previously filed with the City.

6.25. **Unavoidable Delay; Force Majeure.** If Company shall be delayed or interrupted from the performance of any act required by this Agreement within the timeframe that such performance is required under this Agreement by reason of Force Majeure, performance of such act shall be excused for a period equivalent to the period of such delay up to a maximum of twenty-four (24) months (the "**Force Majeure Cap**") commencing on the date of required notice under this Section; provided, however, that nothing in this Section shall excuse either Party from timely performance of obligations under this Agreement by reason of a change in the economic circumstances of such Party. Company shall notify City of any Force Majeure delay or interruption within thirty (30) days of the Company's knowledge thereof and shall thereafter keep City regularly informed of the status of such delay or interruption. Under no circumstances shall the financial inability of Company or, in the absence of other factors described in this Section, adverse market conditions, be deemed to constitute a Force Majeure event. In the event of a Force Majeure, Company shall use commercially reasonable efforts to minimize any delay in the performance required by Company hereunder as a result such Force Majeure.

6.26. **Independent Contractor.** It is understood and agreed by the parties that the Company is an independent contractor and the Company shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the Project. Notwithstanding any Project Costs determined to be Eligible Expenses under this Agreement, the Company shall be solely responsible to provide and pay for financing, labor, materials, equipment, tools, utilities, transportation, technology, and other facilities and services necessary for proper execution and completion of the Project.

6.27. **Prohibited Activities**. To the extent applicable, this Agreement is subject to the following:

- **a.** **Boycott Israel**. If this Agreement is for goods and services subject to § 2271.002 Texas Government Code, Company verifies that it: **(i)** does not boycott Israel; and **(ii)** will not boycott Israel during the Term of this Agreement;
- **b.** **Boycott Firearms**. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Company 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 Company herein verifies that it: **(i)** does not boycott energy companies; and **(ii)** will not boycott energy companies during the Term of this Agreement.
- **d.** **Foreign Terrorist Organizations**. Company hereby represents that it: **(i)** does not engage in business with Iran, Sudan, or any foreign terrorist organization, and **(ii)**

is not listed by the Texas Comptroller pursuant to § 2252.153 Texas Government Code as a company known to have contracts with or provide supplies or services to a foreign terrorist organization, where in each case "foreign terrorist organization" has the meaning provided in § 2252.151 Texas Government Code.

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

6.29. 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.

ARTICLE VII
DEFINITIONS

7.1. Capitalized terms not otherwise defined throughout the Agreement shall be defined as provided in this Section unless an attached Exhibit to this Agreement expressly provides a different definition. Further, whenever the context requires construing the provisions of this Agreement, the use of the singular will include the plural, and the use of the plural will include the singular.

a. "**Affiliate**" means any person or entity which directly or indirectly controls, is controlled by or is under common control with Company, determined as of the date of the applicable transfer or assignment. A person or entity will be deemed to be "controlled" by any other person or entity if such other person or entity: **(i)** has direct or indirect ownership of at least fifty-one percent (51%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or **(ii)** has direct or indirect ownership of at least fifty-one percent (51%) of the equity interests in the entity.

b. "**Completion of Construction**" means: **(i)** substantial completion of the Improvements; and **(ii)** a final certificate of occupancy has been issued for all Improvements.

c. "**Environmental Laws**" means all present and future federal, state, and local laws, ordinances, regulations, standards, rules, policies, and other governmental requirements, administrative rulings, court judgments, and decrees, and all amendments thereto, relating to pollution or protection of human health, wildlife, wetlands, natural resources or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation,

storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Environmental Laws include but are not limited to (a) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, et seq., the Oil Pollution Act of 1990, 33 U.S.C. Section 2701, et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136, et seq., and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, et seq., and all regulations promulgated under the authority of any of the foregoing, and their state and local analogs, as any such statutes or regulations may be amended, restated, modified, or supplemented from time to time, and (b) all voluntary cleanup programs and/or brownfields programs under federal, state or local law, as may be amended, restated, modified, or supplemented from time to time.

d. "**Fiscal Year**" shall mean the City's fiscal year for budgeting purposes, beginning on October 1st and ending on September 30th.

e. "**Force Majeure**" means any causes beyond the control of, and without the fault or negligence of Company or its Affiliates, including, but not limited to, governmental actions or inactions, a moratorium on the issuance of approvals by Governmental Authorities, governmental acts, orders, or restrictions not existing as of the Effective Date, any discovery of any concealed underground conditions that differ materially from those actually known by Company on the Effective Date which would not be disclosed by a reasonably diligent inspection of the Property (but only before Completion of Construction for the Improvements), acts of God, acts of the public enemy, acts of war or terrorism, acts of government, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, civil commotion, casualties, embargoes, severe or inclement weather beyond that usually encountered in Brazos County, Texas, shortages in labor, materials or similar cause. Severe or inclement weather delays include "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL).

f. "**Gross Payroll Reports**" means reports filed quarterly and annually for Company and any applicable Affiliate to the Texas Workforce Commission showing the number of FTEs and the sum of the applicable payroll totals paid by Company and any applicable Affiliate for the four preceding consecutive calendar quarters ending on or most recently before a date of measurement under this Agreement.

g. "**Hazardous Materials**" means any one or more of the following: **(a)** any substance, chemical, material or waste now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; **(b)** any "hazardous substance" as defined by

the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; **(c)** asbestos; **(d)** "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of or regulated or addressed under any Environmental Law; **(e)** any substance the presence of which on the Property or Improvements is prohibited or regulated by any Governmental Authority; **(f)** any other substance which by any Governmental Authority requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment or disposal; and **(g)** any medical products or devices, including those materials defined as "medical waste" or "biological waste" under relevant statutes or regulations pertaining to any Environmental Law.

h. "**Hazardous Materials Contamination**" means the contamination (whether presently existing or hereafter occurring) of the Improvements, facilities, soil, groundwater, air or other elements on or of the Property by Hazardous Materials, or the contamination of the buildings, structures, facilities, soil, groundwater, air or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Agreement) existing on or emanating from the Property.

SIGNATURE PAGES FOLLOW

COMPANY:
Bass Pro Outdoor World, LLC

By:_____

Name: Kevin Maliszewski

Title: CFO

Date: 9/17/2026

CITY:
City of College Station

_____
Mayor

Date:_____

ATTEST:

_____
City Secretary
Date:_____

APPROVED:

_____
City Manager
Date:_____

_____
Assistant City Manager/CFO
Date: _____

APPROVED AS TO FORM:

_____
City Attorney
Date:_____

EXHIBIT A
PROPERTY DESCRIPTION

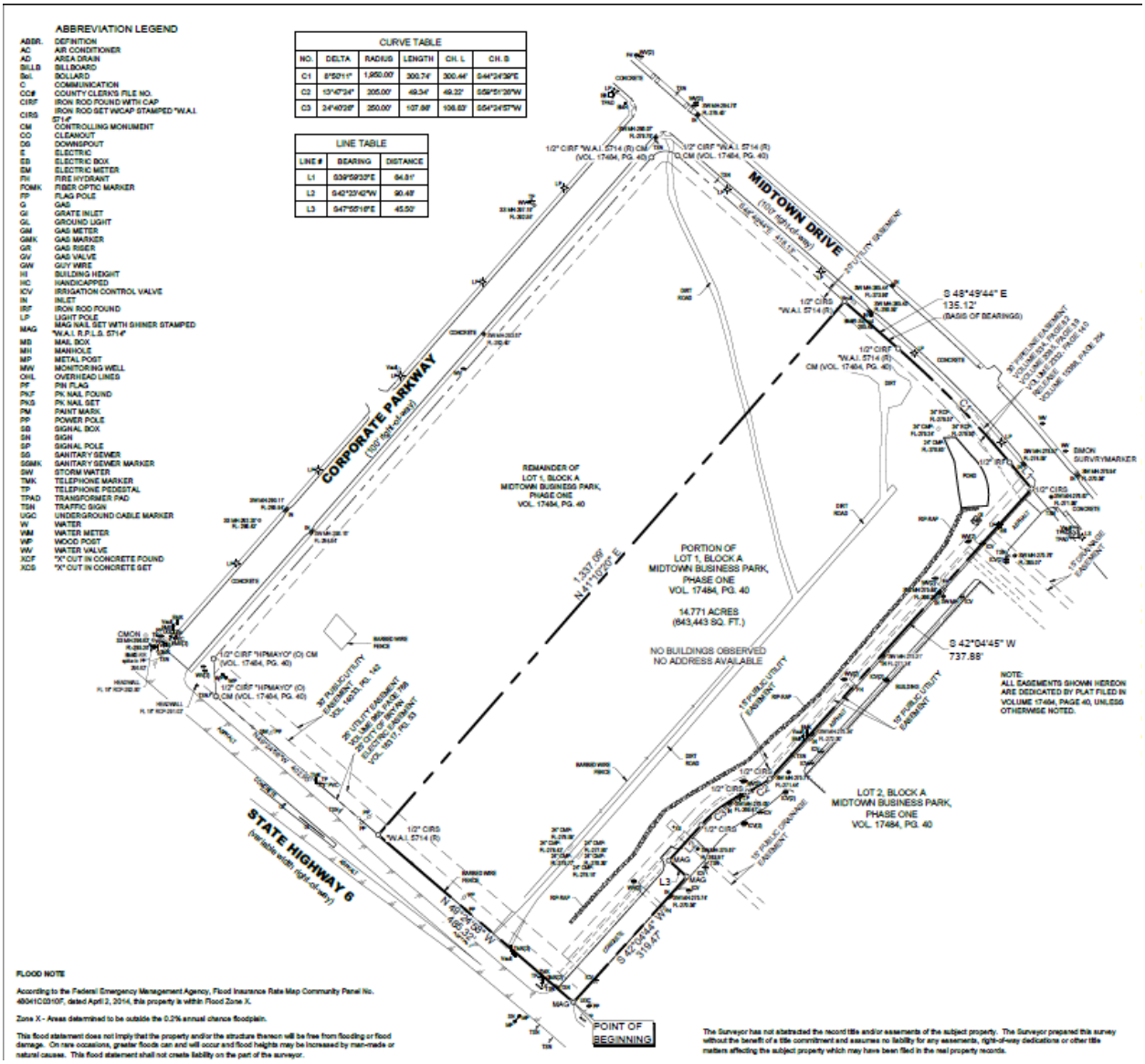

EXHIBIT B

INITIAL SITE PLAN



EXHIBIT C

PROJECT BUDGET

Budget Item	Estimated Amount
Impact Fees and Building Permit Fees	$167,105.00
Closing Costs	$3,500,000.00

EXHIBIT D

PROJECT SCHEDULE

The City will use actual prior year Sales Tax Revenue as defined in Section 1.2.c. in determining the annual Reimbursement amount and the amounts in the chart below are estimates.

Project Milestone	**Estimated Month/Year**
Closing on Property Acquisition	April 2027
Construction Reimbursement 1 Application - $167,105.00	May 2027
Construction Completion	October 2028
Operations Reimbursement 1 Application - $1,750,000.00	October 2028
Sales Tax Reimbursement Year 1 Application - $240,000.00 (estimated)	January 2029
Operations Reimbursement 2 Application - $1,750,000.00	October 2029
Sales Tax Reimbursement Year 2 Application - $240,000.00 (estimated)	January 2030
Sales Tax Reimbursement Year 3 Application - $225,000.00 (estimated)	January 2031
Sales Tax Reimbursement Year 4 Application - $225,000.00 (estimated)	January 2032
Sales Tax Reimbursement Year 5 Application - $180,000.00 (estimated)	January 2033
Sales Tax Reimbursement Year 6 Application - $180,000.00 (estimated)	January 2034
Sales Tax Reimbursement Year 7 Application - $150,000.00 (estimated)	January 2035
Sales Tax Reimbursement Year 8 Application - $135,000.00 (estimated)	January 2036
Sales Tax Reimbursement Year 9 Application - $120,000.00 (estimated)	January 2037
Sales Tax Reimbursement Year 10 Application - $105,000.00 (estimated)	January 2038
Compliance Period Completion	October 2038

EXHIBIT E

RESERVED

EXHIBIT F

FORM OF REAL ESTATE PURCHASE AGREEMENT

REAL ESTATE PURCHASE AND SALE CONTRACT

THIS REAL ESTATE PURCHASE AND SALE CONTRACT ("Contract") is made and entered into effective as of the latest date set forth next to the signatures below, subject to approval of the College Station City Council pursuant to Section 8(g) hereof, ("Effective Date"), by and between **City of College Station**, **Texas** ("Seller") and **Bass Pro Outdoor World, L.L.C**., a Missouri limited liability company ("Purchaser").

In consideration of the terms, conditions and obligations contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Agreement to Purchase and Sell. Subject to the terms and conditions contained in this Contract, Purchaser agrees to purchase and acquire from Seller, and Seller agrees to sell and convey to Purchaser that certain parcel of unimproved real property located in College Station, Texas identified as "Remainder of Lot 1, Block A Midtown Business Park Phase One" on **Exhibit A – Property Description** attached hereto and incorporated herein and containing approximately **13.9 acres**, of the 28.666 acre tract being Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas, together with all privileges, rights, easements and appurtenances thereto belonging (collectively the "Property"); exclusive, however, of the rights reserved by Seller pursuant to Section 31 hereof. Seller shall, at no cost or expense to Purchaser, subdivide or cause to be subdivided the Property from its existing 28.666 acre tract so that the Property is its own separate legal and tax parcel (the "Subdivision"). Purchaser shall have the right to review and approve the Subdivision documents prior to the filing thereof, such approval not be unreasonably withheld, conditioned, or delayed and provided further that the Subdivision documents are acknowledged by Purchaser to also be subject to the same right of review and approval, not to be unreasonably withheld conditioned or delayed, by the proposed purchaser of the remaining portion of the 28.666 acre tract to be subdivided simultaneously with Subdivision of the Property. The completion of the Subdivision (including the recording thereof) shall be a condition to "Closing" (as herein defined) in favor of Purchaser.

2. Purchase Price. The Purchase Price for the Property ("Purchase Price") shall be **FOUR HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED FORTY DOLLARS ($417,740)** per acre or fraction thereof as determined by the "Survey" (as defined in Section 4 hereof). The Purchase Price shall be payable as follows:

(a) Deposit. **FIFTY THOUSAND DOLLARS ($50,000)** by secure electronic fund transfer ("Deposit") to be deposited with the "Title Company" (as defined in Section 3 hereof) within five (5) business days of the Effective Date.

(b) Purchase Price. The balance by secure electronic fund transfer at the closing of the transaction contemplated in this Contract (the "Closing"), less any adjustments called for by this Contract. If the Closing occurs, the Deposit shall be credited against the Purchase Price payable by Purchaser at the Closing. Any interest earned on the Deposit as

a result of deposit with the Title Company shall be added to and become part of the Deposit. If the Closing does not occur, then the Deposit shall be disbursed as provided in this Contract.

(c) Independent Consideration. As independent consideration for this Contract, **FIVE HUNDRED DOLLARS ($500)** of the Deposit shall be held by the Title Company for the benefit of Seller ("Independent Consideration") and upon any termination of this Contract, by the Purchaser or Seller, the Independent Consideration shall be promptly delivered to Seller. Any reference in this Contract to a delivery or return of the Deposit shall expressly exclude the Independent Consideration, which has been bargained for and is consideration for Purchaser's exclusive option to purchase the Property.

3. Title Insurance. Purchaser shall have no obligation to close unless Purchaser, at its expense, shall have been able to, on or before the "Closing Date" (as defined in Section 10 hereof), secure a title insurance commitment with respect to the Property from:

Stewart Title ("Title Company")
15950 Dallas Parkway, Suite 100
Dallas, TX 75248
Attn: Carol Erick, Senior Vice President–Commercial Escrow Officer
Carol.Erick@stewart.com,

showing fee simple marketable title of record in Seller, free and clear of all liens, interests and encumbrances (other than the "Permitted Exceptions" (as defined in Section 5 hereof) and current year property taxes) and committing to insure Purchaser's clear title at the Closing ("Commitment"). The premium for the title insurance policy ("Title Policy") shall be paid by Purchaser.

4. Survey. Purchaser shall, at its expense, secure a survey of the Property ("Survey") and deliver to Seller within five (5) days of receipt of the Survey by Purchaser.

5. Objections to Commitment and Survey. Purchaser shall have until the later of (a) the expiration of the "Inspection Period" (as defined in Section 6(b) hereof), and (b) ten (10) business days after Purchaser's receipt of the Commitment as revised reflective of the recording of the Subdivision to review the Commitment and the Survey and to deliver in writing to Seller such objections as Purchaser may have to any item thereof. Any such item to which Purchaser shall not object shall be deemed waived and therefore a "Permitted Exception". If there are objections by Purchaser, Seller shall in good faith attempt to satisfy them prior to the Closing, but Seller shall not be required to incur any material cost to do so (except for monetary encumbrances, which Seller shall be obligated to cure). If Seller is unable or unwilling to satisfy such objections prior to the Closing, Purchaser may either waive such objections and accept such title as Seller is able or willing to convey, or Purchaser may terminate this Contract by written notice to Seller on or before the Closing Date, in which event the Deposit shall be returned to Purchaser.

6. Inspection Period.

(a) Seller Records. Within ten (10) business days of the Effective Date, Seller shall deliver to Purchaser true and complete copies of all documents and records in Seller's possession respecting Seller's purchase, testing and/or inspection of the Property including title insurance policies, surveys, soils reports, permits and approvals, and environmental reports ("Records").

(b) Termination During Inspection. Purchaser shall have the right to terminate this Contract if on or before 5:00 p.m. Central time on the one hundred eightieth (180th) day following the Effective Date Purchaser delivers to Seller written notice that Purchaser is not satisfied (in its sole discretion) with its due diligence investigations of the Property. Said period of time from the Effective Date until 5:00 p.m. Central time on the one hundred eightieth (180th) day following the Effective Date is herein defined as the "Inspection Period". If Purchaser fails to deliver written notice of termination prior to the expiration of the Inspection Period, then this Contract shall remain in full force and effect; provided, however, Seller may terminate this Contract at Seller's sole discretion upon written notice to Purchaser if Closing has not occurred within three hundred sixty-five (365) days from the Effective Date. If Purchaser delivers such notice of termination prior to the expiration of the Inspection Period, then the Deposit less the Independent Consideration shall be returned to Purchaser, this Contract shall terminate and, except as otherwise specifically set forth in this Contract, neither Purchaser nor Seller shall have any further rights or obligations hereunder.

(c) Inspections. During the Inspection Period, Purchaser and/or its representatives shall, at Purchaser's sole cost and expense, have the right to review and inspect the Records and to enter upon the Property at all reasonable times and make such tests, borings, surveys, studies and investigations as Purchaser deems necessary. Upon completion of all such inspections, examinations and tests, Purchaser shall restore the Property to substantially its former condition.

(d) Permits.

i. Between the Effective Date and the Closing Date, Purchaser shall have the right to apply for, pursue and secure the "Permits" (as herein defined). Purchaser shall have final approval over all site plans, water management plans, conditions, and studies submitted to governmental entities in connection with the Permits. Further, Purchaser shall be solely responsible for submittal of applications for Permits and shall have final approval over acceptance or non-acceptance of any Permits, including but not limited to acceptance or non-acceptance of conditions and restrictions included in any Permits, payment of impact fees, payment of permit fees, and construction of on-site or off-site improvements.

ii. Seller agrees to cooperate with Purchaser's efforts to obtain Permits, provided that all such efforts to obtain Permits shall be at Purchaser's expense; and further provided that Seller's cooperation shall be solely in its capacity as seller of the Property.

iii. Notwithstanding any provision to the contrary, Purchaser acknowledges Seller is a governmental entity having municipal jurisdiction over the Property and this Contract does not grant, guarantee or waive any requirement for Permits or approvals required by Seller in its capacity as a municipality. Seller agrees not oppose any of Purchaser's efforts to obtain Permits.

iv. The term "Permits" shall mean any and all permits, approvals, licenses, consents, agreements and the like necessary or desirable for Purchaser's intended development, construction, use, operation and/or subsequent sale of the Property and shall include, without limitation: (i) site plan approvals, and (ii) zoning permits, special or conditional use permits, variances and/or rezoning approvals.

(e) Environmental Assessment. Purchaser may order a Phase I (and Phase II, if deemed necessary) environmental site assessment at its cost.

7. Default/Remedies. If the transaction contemplated by this Contract fails to close because of a default by Seller, Purchaser may (a) terminate this Contract and receive back the Deposit, or (b) pursue specific performance to enforce this Contract. If the transaction contemplated by this Contract fails to close because of a default by Purchaser, Seller's sole remedy shall be to terminate this Contract and to receive the Deposit as and for liquidated damages.

8. Representations and Warranties. Seller warrants and represents to Purchaser, except as otherwise disclosed in the Records or by written notice from Seller to Purchaser at or before Closing, that:

(a) Seller is the owner of fee simple title to the Property, and the Property is, and will be, free of all liens, interests and encumbrances except for property taxes not yet due and payable and matters of public record;

(b) No mechanic's or other liens are, or will be at the Closing, assertible as a lien on the Property;

(c) There are no pending or, to Seller's knowledge, threatened condemnation or similar proceedings or special assessments or tax reassessments affecting the Property or any part thereof, by any Governmental Authorities (as used herein, "Governmental Authorities" shall mean the United States, the State of Texas, the County of Brazos, and the City of College Station and any agency, department, commission, board, bureau or instrumentality of any of those governments);

(d) Seller has no knowledge of any pending or threatened litigation or administrative proceedings which could adversely affect title to the Property or the ability of Seller to perform any of its obligations hereunder;

(e) Seller has not received written notice from any Governmental Authorities requiring the change or correction of any material condition with respect to the Property, or any part thereof, by reason of violation or any statute, ordinance, code, rule or regulation;

(f) There are no agreements affecting the Property, or any interest therein, with tenants or others, oral or in writing other than as set forth in the Records;

(g) This Contract has been duly authorized, executed and delivered by Seller and is binding upon and enforceable against Seller in accordance with its terms and

all approvals necessary with respect to the execution and performance of this Contract by Seller have been obtained from its City Council after a vote of approval; and

(h) No agreement exists with any employee, agent or representative of Seller with respect to the management or operation of the Property, and that all such relationships, if any, are terminable at will without penalty.

(i) "As-Is" Purchase. PURCHASER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS CONTRACT AND/OR IN THE DOCUMENTS OF CLOSING, SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS CONTRACT AND/OR IN THE DOCUMENTS OF CLOSING, PURCHASER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND PURCHASER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, **(i)** THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFIT-ABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, **(ii)** THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY IMPROVEMENTS OR INFRASTRUCTURE ON THE PROPERTY HEREIN CONVEYED, AND **(iii)** THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS OR INFRASTRUCTURE.

(j) Environmental Liability. AFTER CLOSING, AS BETWEEN PURCHASER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL CONDITIONS, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF PURCHASER, REGARDLESS OF WHETHER THE ENVIRONMENTAL CONDITIONS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, PURCHASER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. NOTWITHSTANDING THE FOREGOING, PURCHASER DOES NOT ASSUME THE RISK OF LIABILITY OR EXPENSE FOR ANY SUCH ENVIRONMENTAL CONDITIONS TO THE EXTENT THE SAME ARE CAUSED BY SELLER OR

SELLER'S REPRESENTATIVES ON OR PRIOR TO CLOSING AND PURCHASER SHALL NOT HAVE THE OBLIGATION TO INDEMNIFY OR HOLD SELLER HARMLESS FROM AND PURCHASER DOES NOT RELEASE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES. SUBJECT TO THE FOREGOING SENTENCE, PURCHASER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY.

(k) EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS CONTRACT AND/OR IN THE DOCUMENTS OF CLOSING, THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS BY SELLER.

Each of the warranties, representations, covenants and agreements of Seller contained in this Contract shall survive the Closing for a period of one (1) year from Closing. Purchaser shall have no obligation to close unless each of the above warranties and representations of Seller are true and correct in all material respects at the time of the Closing.

9. Seller's Covenants. From and after the Effective Date, Seller will, except as required by law, refrain from **(a)** performing any grading, excavation, construction of any improvements, or making any other change or improvement upon or about the Property; **(b)** creating or incurring, or suffering to exist, any mortgage, lien, pledge or other encumbrances in any way adversely affecting the Property; **(c)** committing any waste or nuisance upon the Property; and **(d)** entering into any lease or leases of the Property or any part thereof without the prior written consent of Purchaser. Further, Seller covenants to Purchaser that, between the Effective Date and the Closing Date, the "Adjacent Land" (as defined in Section 30 hereof) will not be used in a way that would violate the "Restriction" (as defined in Section 30 hereof).

10. Closing. Subject to the satisfaction (or waiver in writing by Purchaser) of each of Purchaser's conditions to Closing set forth in this Contract including, without limitation, those set forth in Section 24 hereof, the Closing shall take place on or (at Purchaser's election) before the thirtieth (30th) day following the expiration of the Inspection Period. The Closing shall take place at the offices of the Title Company or at such other place as Seller and Purchaser agree. Seller and Purchaser agree to cooperate with one another to deliver documents in escrow to the Title Company in order to eliminate the need for representatives of Seller and Purchaser to attend the Closing. The date the Closing occurs is herein defined as the "Closing Date". At the Closing, Purchaser shall deliver the Purchase Price to Seller in certified funds, less any adjustments called for under this Contract, and Seller shall deliver, each in form and content acceptable to Purchaser and its legal counsel, **(a)** a special warranty deed (in the form attached hereto as **Exhibit B**)

conveying good, fee simple, marketable and indefeasible title to the Property to Purchaser free and clear of all interests, liens and encumbrances subject only to the Permitted Exceptions and property taxes not yet due and payable; and **(b)** assignments of all permits and licenses issued to Seller relating to the Property, to the extent lawfully assignable; provided, however, that Purchaser shall only take an assignment of and assume only such permits or licenses as Purchaser desires to be assigned and assumed. The legal description of the Property to be used on the documents of Closing shall be determined by the Commitment, and the Survey, which legal description shall be subject to the approval of Purchaser and Seller. The parties shall also jointly execute and deliver such other and additional documents, agreements and instruments as are reasonable and customary in a transaction of similar character in the county where the Property is located, including, without limitation, an affidavit from Seller to remove the so-called "standard Schedule B exceptions" of the Commitment.

11. Closing Adjustments.

(a) The following items shall be prorated and adjusted in cash between Purchaser and Seller as of the Closing:

i. General taxes, state, county and city, which are a lien on the Property but not yet due and payable shall be pro-rated as of the Closing Date, using amounts from the prior year as a basis; and

ii. All other charges, fees and items shall be prorated and adjusted at the Closing as the parties agree and as is customary; provided, however, that Seller is a tax-exempt governmental authority and will not pay sales tax, property taxes or other taxes Seller would not otherwise be subject to. Any fee charged by the Title Company for the Closing shall be borne equally by the parties.

(b) Each party shall bear the expenses of its respective attorney.

(c) Purchaser shall pay the fee for recording of the deed from Seller. Documentary stamps/transfer taxes on the deed and the recording of any corrective instruments shall be paid by Purchaser.

(d) To the extent that there is an adjustment or reassessment by any Governmental Authority for the year in which Closing occurs or any prior year (whether in the nature of a "roll-back" tax or otherwise) as a result of Purchaser's acquisition of the Property, Purchaser will be solely responsible for any additional tax payment due and payable as a result thereof.

12. Possession. Full and complete possession of the Property shall be delivered to Purchaser at the Closing, subject to the Permitted Exceptions.

13. Litigation Expenses. In the event either party commences litigation against the other with respect to this Contract, the non-prevailing party, as determined by a court of competent jurisdiction in such litigation, shall pay the prevailing party's reasonable costs and expenses, including its reasonable attorney fees.

14. **Notices.** All notices or communications herein required or which either party desires to give to the other shall be in writing and sent by **(a)** receipted personal delivery, **(b)** certified mail, postage prepaid, return receipt requested, **(c)** recognized overnight courier, or **(d)** by e-mail transmission. All notices will be directed to the other party at its address provided below or such other address as either party may designate by notice given in accordance with this Section 14. Notices will be effective **(i)** in the case of personal delivery or courier delivery, on the date of delivery, **(ii)** if by overnight courier, one (1) business day after deposit with all delivery charges prepaid, **(iii)** if by e-mail, on the date of transmission, provided that transmission can be confirmed, and **(iv)** in the case of certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office.

If to Purchaser:	**If to Seller:**
Bass Pro Outdoor World, L.L.C. 2500 E. Kearney Springfield, Missouri 65898 Attention: Legal Department E-Mail: Legal@basspro.com	City of College Station, Texas P.O. Box 9960 1101 Texas Ave. College Station, Texas 77842 Attention: City Attorney E-Mail: afalco@cstx.gov

15. **Intentionally Omitted.**

16. **Commissions.** Except for Dunham Development ("Consultant"), which represents Purchaser, each party warrants and represents to the other that it has not authorized any broker or finder to act on its behalf in connection with the transaction contemplated hereunder and that it has not dealt with any broker or finder purporting to act for any other party. Purchaser shall be responsible for payment of a fee to Consultant pursuant to the terms of a separate agreement between Purchaser and Consultant.

17. **Amendments.** This Contract may not be amended or modified except by an instrument in writing signed by Seller and Purchaser. Seller represents that the City Manager has the authority to agree to and execute any agreement to extend timelines.

18. **Time of Essence.** Time is of the essence in connection with all matters relating to this Contract.

19. **Assignment/Successors and Assigns.** Purchaser shall have the right, without the consent of Seller, to assign its interests in and obligations of this Contract to a nominee of its choice. Seller shall not assign its rights under this Contract without the prior written consent of Purchaser. The provisions of this Contract shall inure to the benefit of, and be binding upon, the respective parties and their successors and permitted assigns.

20. **Entire Agreement.** This Contract constitutes the entire agreement between the parties respecting the subject matter hereof, and supersedes any and all prior written or oral

agreements or understandings between the parties in connection with the transaction contemplated in this Contract.

21. Counterparts and Execution. This Contract may be executed by all parties in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures transmitted by other electronic transmission (i.e., by e-mail) shall be legally binding and enforceable against the party so signing and transmitting; provided, however, that each party shall, if requested, deliver original executed signatures in due course.

22. Condemnation. If all or any material portion (in the judgment of Purchaser, reasonably exercised) of the Property is taken or condemned by any entity with the power of eminent domain, or any proceedings are threatened or instituted to effect such a taking or condemnation, prior to the Closing Date, then Purchaser will have the option, by giving written notice of such election to Seller before the earlier to occur of thirty (30) days following Purchaser's receipt of notice regarding such condemnation or three (3) days prior to the Closing Date, to terminate this Contract. If Purchaser elects to terminate this Contract, the Title Company will pay the Deposit to Purchaser, and all rights and obligations of the parties under this Contract will be of no further force or effect, except for obligations that are expressly stated to survive the termination of this Contract. If Purchaser does not elect to terminate this Contract, then Seller shall transfer and assign to Purchaser at Closing all of Seller's right, title and interest in and to any award made or to be made for the Property.

23. Confidentiality. Except with respect to such disclosures as may be required by law or as may be necessary in order to secure the Permits and the "Incentives" (as defined in Section 24 hereof), Seller and Purchaser agree to maintain in strict confidence the existence of this Contract until the Closing and the terms and conditions of this Contract at all times. Notwithstanding the foregoing, Seller and Purchaser acknowledge and agree that the Seller is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, as hereafter amended, and the Texas Open Meetings Act, Texas Government Code, Chapter 551, as hereafter amended and Seller shall comply with both Acts. Any release of any information, pursuant to any law including the Texas Public Information Act or the Texas Open Meetings Act, shared under this Contract whether confidential or not, for the avoidance of doubt is not a breach of this Contract by Seller. Any documents or records requested by a third party and ordered to be released by the Texas Attorney General under applicable provisions of the Texas Public Information Act after submittal by the Seller to the Texas Attorney General for an opinion on disclosure, will not be considered a breach of this Contract by Seller; provided, however, Seller will, to the extent legally permissible, notify Purchaser in writing of such potential disclosure to enable Purchaser to seek at its cost, a protective order or otherwise prevent or limit such disclosure.

24. Purchaser's Conditions to Closing. Purchaser shall have no obligation to close unless, at or prior to the Closing, the following conditions are each satisfied or waived in writing by Purchaser:

(a) The Title Company shall have on the Closing Date contracted with Purchaser to issue to Purchaser the Title Policy in due course after the Closing;

(b) Each of the agreements, covenants, warranties and representations of Seller shall be true and correct in all material respects at the time of the Closing and Seller shall not be in default of any provision of this Contract;

(c) Seller shall have executed and deposited with the Title Company all documents called for to be executed and deposited by Seller under this Contract and Seller shall have delivered to Purchaser all items to be delivered by Seller at the Closing;

(d) Purchaser shall have been able to secure an incentive package that is satisfactory to Purchaser in its sole discretion ("Incentives"); provided, however, the parties agree that failure to negotiate mutually satisfactory Incentives shall not be a default of this Contract by either party; and

(e) All other conditions and covenants of this Contract for the benefit of Purchaser shall have been satisfied or waived in writing by Purchaser.

If any of the foregoing conditions precedent to Closing shall fail to occur or are not waived in writing by Purchaser on or prior to the Closing, this Contract shall, at the option of Purchaser, be terminated in all respects and be of no further force and effect. In the event of such termination by Purchaser, the entire Deposit shall be returned to Purchaser.

25. Expiration Date. The execution and delivery hereof by Purchaser to Seller shall constitute an offer by Purchaser to Seller to purchase the Property on the terms and conditions herein stated, which offer shall expire, if not earlier revoked by Purchaser, at **5:00 p.m. Central time on September 25, 2026**, unless accepted by Seller by Seller's execution and delivery thereof to Purchaser on or before said time and date. Seller's acceptance and execution means approval by vote of the College Station City Council at an open meeting.

26. Day for Performance. Wherever there is a day or time period established for performance and the day or the expiration of such time period is a Saturday, Sunday or holiday, then the time for performance will be automatically extended to the next business day.

27. Additional Documents. The parties agree to execute and deliver any additional documents, agreements or instruments reasonably necessary to effectuate the agreement of the parties as expressed in this Contract.

28. Obligations. The terms, conditions, warranties, representations, obligations and rights set forth in this Contract shall survive Closing and shall not be deemed terminated at the time of Closing, nor will they merge into the various documents executed and delivered at the time of Closing.

29. 1031 Exchange. Seller acknowledges that at Purchaser's option Purchaser may determine to qualify the transaction contemplated under this Contract as a tax-free exchange under applicable IRS regulations. If Purchaser so elects, Seller agrees to cooperate with Purchaser, at no cost or expense to Seller, to carry out the intent of this provision, including, without limitation, the execution of such additional documents as may be requested by Purchaser.

30. Restricted Use. Seller agrees to file in the official public records of Brazos County for real property ("Real Property Records") at Closing covenants and restrictions limiting the use of the real property identified as "Portion of Lot 1, Block A Midtown Business Park, Phase One" on **Exhibit A** ("Adjacent Land") during the period commencing on the Closing Date and ending upon the permanent closure of Purchaser's "Bass Pro Shops" retail store to be located on the Property in a form approved by the parties as part of the Incentives, including that the Adjacent Land shall be restricted against use by any person or entity for the sale of boats, boating products or equipment or hunting, fishing or camping products or equipment ("Restriction"). Notwithstanding the foregoing, it is agreed that, subject to the provisions of this Section 30, the Restriction shall not prohibit the operation of a Dick's Sporting Goods ("Dick's") on the Adjacent Land provided that Dick's operates its space in such a fashion so as to be consistent with and offers for sale therefrom goods which are typically found at the majority of its other retail stores operated throughout the United States, and further provided that (i) Dick's does not sell or service hunting or camping products, camouflage apparel, firearms or firearm accessories, ammunition, archery or archery products or accessories, boats or marine products (including canoes, kayaks, and paddleboards), recreational vehicles, off-road vehicles or all-terrain vehicles at or from its business operation located at the Adjacent Land. At the Closing, Purchaser and Seller shall execute a document reflective of the Restriction which document shall be filed in the Real Property Records and shall run with title to the Adjacent Land. The legal description of the Adjacent Land shall be provided by Seller, which legal description shall be subject to the approval of Purchaser.

31. Special Conditions. The sale of the Property shall be made by a Special Warranty Deed in the form attached hereto as **EXHIBIT B**. The Special Warranty Deed will contain the following language:

> **GRANTOR hereby reserves for itself, its successors and assigns,** all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, on, under and over the Property, including, without limitation, all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that there shall never in any event be any ingress or egress on or across the surface of the above-described premises for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other property.
>
> **GRANTOR hereby reserves unto itself, its successors and assigns**, any and all oil, gas and other minerals in, on or under the Property; provided that there shall never in any event

be any ingress or egress on or across the surface of the above described Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, except as may have been reserved by predecessors in title, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THAT CERTAIN REAL ESTATE PURCHASE AND SALE CONTRACT DATED EFFECTIVE AS OF _____, 2026 (THE "CONTRACT") AND THE WARRANTIES CONTAINED IN THE DOCUMENTS OF "CLOSING" (AS DEFINED IN THE CONTRACT) INCLUDING THOSE RELATED TO WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (OTHER THAN THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THE CONTRACT AND THE WARRANTIES CONTAINED IN THE DOCUMENTS OF CLOSING INCLUDING THOSE RELATED TO WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE

OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

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

33. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all material obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

34. Non-Delegation of Legislative Authority. Nothing in this Contract shall be interpreted as delegating any legislative authority of the City Council, nor as granting any legislative approval by the City Council for any zoning amendment, conditional use permit, site plan, plat application, variance, waiver or Incentives for the Property or Purchaser.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Contract as of the Effective Date.

BASS PRO OUTDOOR WORLD, L.L.C.

By:_____
Kevin A. Maliszewski, CFO & Co-COO
Date: September 17, 2026

LRG

CITY OF COLLEGE STATION, TEXAS

By:_____
Mayor
Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
Assistant City Manager/CFO
Date: _____

APPROVED AS TO FORM:

_____
City Attorney
Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

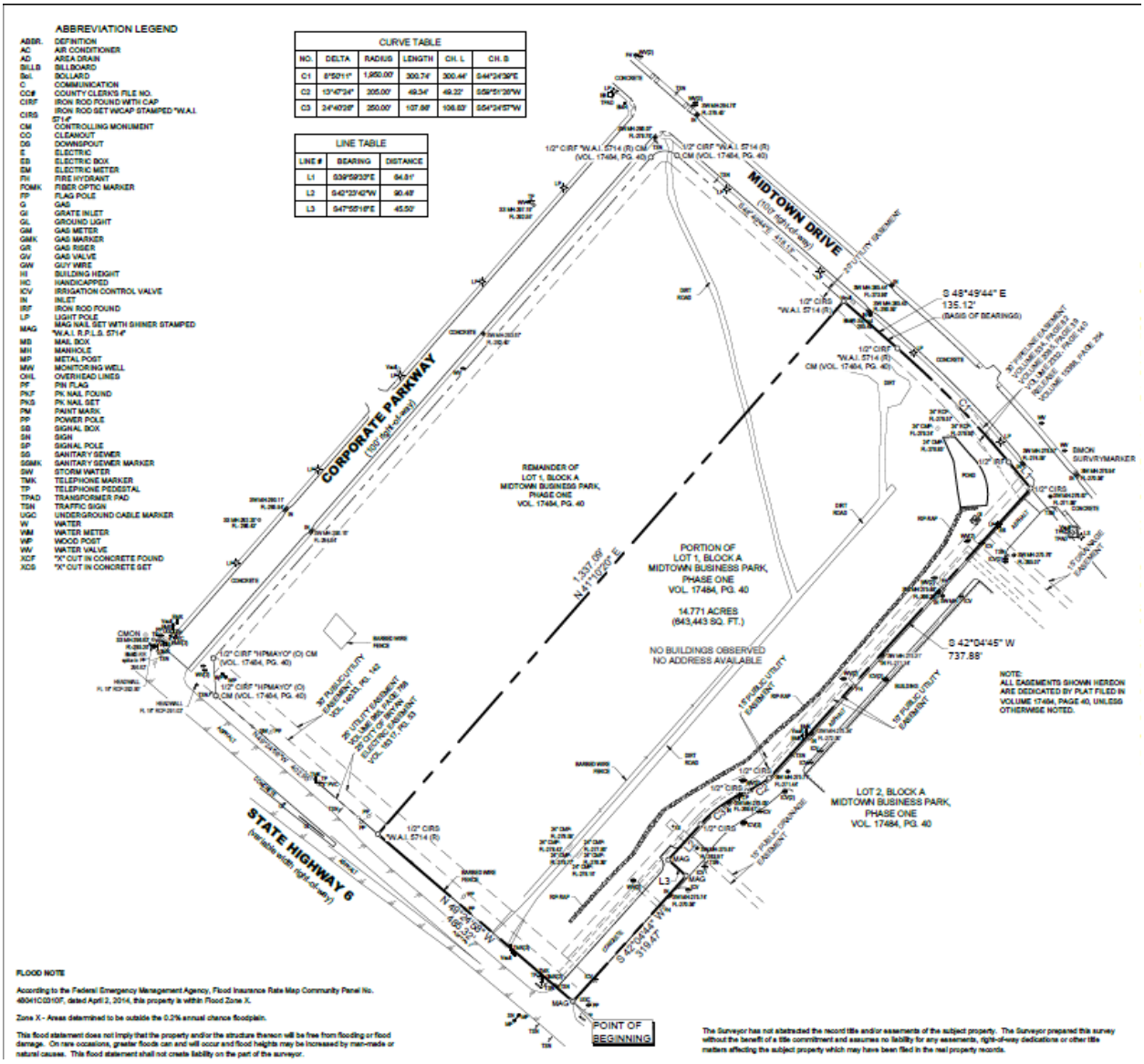

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: _____, 202___

GRANTOR: THE CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

GRANTOR's MAILING ADDRESS: P. O. Box 9960
(including county) Brazos County
College Station, Texas 77842

GRANTEE: BASS PRO OUTDOOR WORLD, L.L.C., a Missouri limited liability company

GRANTEE'S MAILING ADDRESS: _____
(including county) _____
_____

CONSIDERATION: TEN AND NO/ Dollars ($10.00) and other good and valuable consideration

PROPERTY:
[insert legal description from Commitment and Survey]

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. _____

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, on, under and over the Property, including, without limitation, all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that there shall never in any event be any ingress or egress on or across the surface of the above-described premises for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other property.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the Property; provided that there shall never in any event be any ingress or egress on or across the surface of the above described Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, except as may have been reserved by predecessors in title, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THAT CERTAIN REAL ESTATE PURCHASE AND SALE CONTRACT DATED EFFECTIVE AS OF _____, 2026 (THE "CONTRACT") AND THE WARRANTIES CONTAINED IN THE DOCUMENTS OF "CLOSING" (AS DEFINED IN THE CONTRACT) INCLUDING THOSE RELATED TO WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE

MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (OTHER THAN THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THE CONTRACT AND THE WARRANTIES COTAINED IN THE DOCUMENTS OF CLOSING INCLUDING THOSE RELATED TO WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty contained herein, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's legal representatives, successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under GRANTOR but not otherwise, and except as to the reservations from and exceptions to conveyance and warranty recited above.

When the context requires, singular nouns and pronouns include the plural.

CITY OF COLLEGE STATION, TEXAS,
Texas Home Rule Municipal Corporation.

By: _____
JOHN P. NICHOLS, Mayor

ATTEST:

_____

City Secretary

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 202___, by **JOHN P. NICHOLS**, as Mayor of the City of College Station, a municipal home rule corporation, on behalf of said municipality.

_____

NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

EXHIBIT G

RESERVED

EXHIBIT H

RESERVED

EXHIBIT I

INSURANCE REQUIREMENTS

General. Company shall procure and maintain, or cause to be procured and maintained, at its sole cost and expense for the duration of the 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 Company, its contractors, subcontractors, employees, officers, agents, volunteers or other similar representatives. The policies, limits and endorsements are required as set forth in this Exhibit.

Types of Insurance. During the Term of the Agreement and the Compliance Period, Company shall obtain, maintain and provide proof to the City of insurance policies that meet the minimum requirements of this Exhibit, including 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.** Workers' Compensation/Employer's Liability.
- **e.** Professional Liability.
- **f.** 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.

Certificates of Insurance. For each of these policies, the Company's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Company's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Company to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City Manager at the time of execution of the Agreement, attached hereto as **Exhibit J** ("Certificates of Insurance"), and approved by the City before any notice to proceed is issued, authorization to commence Services give, or any work on the Project commences.

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 named on the Certificate of Insurance.
- **c.** "Claims made" policies will not be accepted, except for professional liability insurance.
- **d.** Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station.

e. The Certificates of Insurance shall be prepared and executed by the insurance Company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

Commercial General Liability requirements. The following commercial general liability requirements shall apply:

a. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

b. Minimum limit of $1,000,000 per occurrence for bodily injury and property damage with a $2,000,000 annual aggregate.

c. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

d. The coverage shall not exclude 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.

e. The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

Business Automobile Liability requirements. The following business automobile liability requirements shall apply:

a. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.

b. Minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage.

c. The business auto policy must show Symbol 1 in the covered autos portion of the liability section in Item 2 of the declarations page.

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

e. The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

f. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

Excess Liability. Excess liability coverage following the form of the underlying coverage with a minimum limit of $20,000,000.00 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.

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.

Texas must appear in Item 3A of the worker's 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.

Builder's Risk. From Construction Commencement until the Improvements are completed, the Company (or Company's general contractor) shall purchase and maintain builder's risk insurance upon the entire Project site to the full insurable value thereof, including any increases in value due to duly authorized change orders to the construction contract for the Improvements. The builder's risk insurance shall also cover materials and supplies for the Improvements stored off site and also portions of the materials and supplies in transit. This insurance shall include the interests of the City, Company, Company's general contractor, subcontractors and sub-subcontractors for the Improvements 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 design professional services and expenses resulting from an insured loss. This must be an all-risk policy incorporating the following language:

Permission is given for the Improvements insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Improvements have 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 parties 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.

Professional Liability requirements. The following professional liability requirements shall apply to the design professional portion of the Project:

a. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A.M. Best Key Rating Guide.

b. Minimum of $1,000,000 per claim and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City of College Station when requested.

c. Company (or Company's design professionals) must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of the Agreement, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the Effective Date or the first performance of design services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

Retroactive date must be shown on certificate.

EXHIBIT J

INSURANCE CERTIFCATES

Certificates of Insurance satisfying the requirements of this Agreement shall be provided by Company to City before the earlier of: (i) Closing of the Property, or (ii) Company receiving its first Reimbursement from City under this Agreement.

EXHIBIT K
ANTI-LOBBYING AND CONFLICT OF INTEREST CERTIFICATION

This Anti-Lobbying and Conflict of Interest Certification is being delivered **by Bass Pro Outdoor World, LLC** ("Company") in connection with that certain Chapter 380 Economic Development Agreement by and between the City of College Station, Texas and Company to which this certification is attached ("Agreement"). The undersigned authorized officer of Company hereby acknowledges and certifies on behalf of Company and any applicable Affiliate, as such term is defined in the Agreement, to the best of their knowledge and belief, that:

1) No member of the City Council has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in this Agreement with the Company, or is financially interested, directly or indirectly, in the sale to, or purchase from, the City of any land, materials, supplies, or services except on behalf of the City; provided, however that the provisions of this section shall only be applicable when the stock owned by the member of City Council exceeds one percent (1%) of the total capital stock of the corporation;

2) No member of City Council, nor any officer or employee of the City of College Station, has accepted, directly or indirectly, any gift, privilege, or employment from the Company, except as may be authorized by law or ordinance;

3) Company has and shall not offer, directly or indirectly, any gift, favor, privilege, or employment to any member of City Council, officer, or employee of the City of College Station:
- **1.** In exchange for a city official or employee's vote or similar exercise of discretion;
- **2.** In excess of $50 in value; or
- **3.** In the form of cash, check or gift card, regardless of dollar value.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any violation of this certification shall make the Agreement voidable by the City Council or City Manager. Submission of this certification is a prerequisite for making or entering into this Agreement.

The undersigned Company, under penalty of perjury, certifies or affirms the truthfulness and accuracy of each statement of this certification. Undersigned Company further certifies or affirms that Company understands providing false representations on this certification constitutes an act of fraud.

Authorized Officer certifies they are the are the legally authorized representative of the Company and have the authority to certify the above statements.

Company Name:	Bass Pro Outdoor World, LLC
Authorized Signature:	
Printed Name:	
Title:	
Date:	

EXHIBIT L

CHAPTER 2264 TEXAS GOVERNMENT CODE
UNDOCUMENTED WORKER CERTICATION

This Undocumented Worker Certification is being delivered by **Bass Pro Outdoor World, LLC** ("Company") in connection with that certain Chapter 380 Economic Development Agreement by and between the City of College Station, Texas and Company to which this certification is attached ("Agreement"). The undersigned authorized officer of Company hereby acknowledges and certifies, to the best of his or her knowledge and belief, that:

(1) The business receiving any public subsidies provided pursuant to the Agreement, or a branch, division or department of the business, does not and will not knowingly employee undocumented workers. For the purpose of this certification, "Public Subsidies" means incentives, loans, loan guarantees, reimbursement of fees, benefits relating to an enterprise, or an empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development or improvements designed to benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements. For purposes of this certification, "Undocumented Worker" means an individual, who at the time of employment, is not:

a. Lawfully admitted for permanent residence to the United States; or

b. Authorized under law to be employed in the United States.

(2) Pursuant to Texas Government Code §2264.052, if, after receiving the Public Subsidies provided herein, the business entity or branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the Public Subsidy with interest accruing from the date of the violation on which the conviction is based, at the prime rate as published in the Wall Street Journal on the date of the College Station's City Council's initial approval of the Agreement. Repayment shall be made not later than the 120th day after the day the City notifies the business of the violation. As provided by Section §2264.101(c) of the Texas Government Code, Company shall not be liable for a violation by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts. It is agreed that for purposes of this paragraph 2, but only if permissible under Texas Government Code §2264.052, (i) neither Company nor its business, or branch, division, or department thereof, shall be deemed to have been "convicted of a violation" until all appeals have been exhausted and/or the time for all appeals has expired; and (ii) the date that "City notifies Company of the violation" may not be earlier than the date that Company has been "convicted of a violation" as provided in the immediately preceding subsection.

This Certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction by Texas Government Code §2264.052.

COMPANY:

By: _____
Signature

_____
Name-Printed

_____
Title Date _____

September 24, 2026
Item No. 9.5.
BVSWMA Appointment

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc. Board of Directors.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Bill Lartigue served as one of College Station's three appointees to the BVSWMA Board of Directors. Mr. Lartigue's term expires September 30, 2026. A new appointment to the BVSWMA Board of Directors needs to be made. This can be an appointment for a new board member or renewal of a current board member with an expiring term. This will be a 3-year term when filled.

Budget & Financial Summary: None

Attachments:
1. Ltr Cities BVSWMA BoD 2026

WEST WEBB ALLBRITTON & GENTRY

Bryan Hanna
Partner
Registered Patent Attorney, U.S. Patent & Trademark Office
bryan.hanna@westwebb.law

September 11, 2026

Via Regular Mail and Email at afalco@cstx.gov and tleeper@bryantx.gov

Adam Falco
City Attorney, City of College Station
1101 Texas Ave.
College Station, TX 77840

Thomas Leeper
City Attorney, City of Bryan
P.O. Box 1000
Bryan, Texas 77805

Re: BVSWMA Board of Directors

Dear Adam and Thomas:

As you are aware, the City of College Station and the City of Bryan each appoint three (3) directors to the seven (7) member board of directors for BVSWMA. Those six (6) City-appointed directors select the seventh (7th) director to complete the Board. I am writing to remind you of the need for appointing a new director or renewing the appointment of the current director with an expiring term from your respective Cities. Based on my review of BVSWMA records, the term of one (1) of the three (3) directors appointed by each City expires on September 30, 2026.

According to my records, for the City of Bryan, the term of Jason Bienski expires this year, and for the City of College Station, the term of Bill Lartigue expires this year.

Additionally, the term of the seventh (7th) director, described above, also expires on September 30, 2026, so the City-appointed directors will need to appoint a seventh (7th) director at the next BVSWMA board meeting.

Please let me know if you have any questions or concerns about this procedure.

If you would please keep me up-to-date on your City's appointment, I would be appreciative.

Sincerely,

Bryan T. Hanna

cc: Bryan Griesbach (via email at bgriesbach@bvswma.com)

Mike Gentry (via email)

September 24, 2026
Item No. 9.6.
Contract renewals for hardware and software agreements with Flock Group, Inc.

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a hardware and software agreement with Flock Group, Inc. not to exceed $158,000 for cameras on Texas Department of Transportation roads; and presentation, discussion, and possible action on a hardware and software agreement with Flock Group, Inc. not to exceed $141,061.80 for cameras on Non-Texas Department of Transportation roads.

Relationship to Strategic Goals:
Good governance

Recommendation(s): Staff recommends approval of both contract renewals with Flock Group, Inc.

Summary: The purpose of this contract renewal is to continue funding for automatic license plate readers (ALPRs) within College Station to help combat auto theft crimes, including catalytic convert thefts. The ALPRs also assist with identifying suspect vehicles in other crimes including but not limited to: shootings, robberies, and bank juggings. The contracts were originally separated for implementation on both Texas Department of Transportation (“TxDot”) and Non-TxDoT roads. Both contracts are up for renewal.

Budget & Financial Summary: The two contracts are not to exceed $299,062. If this contract is approved, this amount will be covered by FY27 contingency budget or will appear on FY27 Budget Amendment #1 in January.

Attachments:
1. Non-TXDOT
2. TXDOT

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300743R1 PROJECT #: GT2505 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Hardware and Software License Plate Recognition Non-TxDot Locations

Name of Contractor: Flock Safety

CONTRACT TOTAL VALUE: $ 141,061.80 **Grant Funded** Yes ☒ No ☐

If yes, what is the grant number: GT2505

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 #** 1 ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

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

Funding Account: 10010301-5122

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** N/A **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

Contract #25300743 RENEWAL 1 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew ***Contract 25300743, Hardware and Software License Plate Recognition Non-TxDot Locations,*** in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Hundred Forty-One Thousand Sixty-One and 80/100 Dollars ($141,061.80).

I understand this renewal term will be for the period beginning September 25, 2026, through September 24, 2027. This is the first of two possible renewal options available.

FLOCK SAFETY

By:_____
Printed Name:_____
Title:_____
Date:_____

CITY OF COLLEGE STATION

By:_____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Asst. City Manager/ CFO
Date: _____

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 5001 Aspen Grove Drive Franklin, Tennessee 37067

Ship To: 1101 Texas Ave College Station, Texas 77842

Billing Company Name: TN - Omnia Partners
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Renewal Term:
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$141,061.80**
Flock Safety Flock OS			
Enhanced LPR Upgrade	Included	1	Included
Flock Safety LPR Products			
Solar LPR, fka Solar Falcon	Included	6	Included
Flock Safety LPR, fka Falcon	Included	26	Included
Flock Safety Platform Add Ons			
Flock Safety Platform - FreeForm Add-On	Included	1	Included
Flock FreeForm™ - Included Integrated Video Streams	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$141,061.80
Annual Recurring Subtotal:	$141,061.80
Discounts:	$1,720.00
Estimated Tax:	$0.00
Contract Total:	$141,061.80

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Discounts Applied	Amount (USD)
Flock Safety Platform	$4,618.20
Flock Safety Add-ons	$1,720.00
Flock Safety Professional Services	$0.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2026 | 7/24/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1580302 Flock Group Inc. dba Flock Safety 3284 Northside Pkwy NW Suite 150 Atlanta, GA 30327	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Berkley National Insurance Company — 38911 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** QBE Specialty Insurance Company — 11515 **INSURER D :** --- SEE ATTACHMENT --- **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23792972 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Ded: $25K/$100K NY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	VGL 9750843 - 10	10/23/2025	10/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	73655885	10/23/2025	10/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Ded	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 10,000
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	140010841	10/23/2025	10/23/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	71845256	10/23/2025	10/23/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	See Attached	N	N	See Attached	8/23/2026	8/23/2027	See Attached	

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

Updated ID, NS, 8/12/2026.

CERTIFICATE HOLDER

23792972
Evidence of Insurance

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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Cyber/Tech E&O - Primary	
Policy#:	YPB-077863-00
Policy Term:	8/23/2026-8/23/2027
Issuing Co.:	Homesite Insurance Company of Florida
Limit	$5,000,000
Retention?	$250,000

Cyber/Tech E&O - 1st Excess Layer	
Policy#:	XCE-562885K-00
Policy Term:	8/23/2026-8/23/2027
Issuing Co.:	Westfield Specialty Insurance Company
Limit	$5,000,000

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300744R1 PROJECT #: GT2505 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Hardware and Software License Plate Recognition TxDot Locations

Name of Contractor: Flock Safety

CONTRACT TOTAL VALUE: $ 158,000.00 **Grant Funded** Yes ☒ No ☐

If yes, what is the grant number: GT2505

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 #** 1 ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

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

Funding Account: 10010301-5122

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** N/A **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

Contract #25300744 RENEWAL 1 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew ***Contract 25300744, Hardware and Software License Plate Recognition TxDot Locations,*** in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Hundred Fifty-Eight Thousand and 00/100 Dollars ($158,000.00).

I understand this renewal term will be for the period beginning September 25, 2026, through September 24, 2027. This is the first of two possible renewal options available.

FLOCK SAFETY

By:_____
Printed Name:_____
Title:_____
Date:_____

CITY OF COLLEGE STATION

By:_____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Asst. City Manager/ CFO
Date: _____

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1101 Texas Ave College Station, Texas 77842

Ship To: 1101 Texas Ave College Station, Texas 77842

Billing Company Name: TX - College Station PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Renewal Term:
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$158,000.00**
Flock Safety LPR Products			
Solar Long-Range LPR, fka Solar Falcon LR	Included	10	Included
Flock Safety LPR, fka Falcon	Included	36	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$158,000.00
Annual Recurring Subtotal:	$158,000.00
Estimated Tax:	$0.00
Contract Total:	$158,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

September 24, 2026
Item No. 10.1.
Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of September 29th thru October 8th:

September 29 - 2026 Volunteer Appreciation Dinner
October 2 - Opening Ceremony of Texas A&M University’s 150th Celebration
October 5 - Historic Preservation Committee Meeting
October 6 - Zoning Board of Adjustments Meeting
October 7 - B/CS Metropolitan Planning Organization Policy Board Meeting
October 7 - COCS Presentation @ Chamber Legislative Affairs Committee Meeting
October 7 - Tourism Committee
October 8 - Rock Prairie Management District No. 2
October 8 - City Council Meeting Day

Budget & Financial Summary: None.

Attachments:
None

September 24, 2026
Item No. 11.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None