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: 223 427 023 174 | Passcode: MvPmTr
Phone: 469-480-7460 | Phone Conference: 952 310 468#

May 13, 2024	4:00 PM	City Hall Council Chambers

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

1. Call to Order.

2. Executive Session Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular 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. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
b. City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas.
c. SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services.
d. Cynthia Hopkins & Geoffry Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
e. CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
f. City of College Station v. Clarke and Wyndham, Inc., Real Alchemy, L.P., Real Alchemy 1, L.P., JPJ Investments, a Texas General Partnership, Cause No. 629-CC, in the County Court at Law No. 1 of Brazos County, Texas.

2.2. **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 Manager
b. Council Self-Evaluation

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. Proclamation proclaiming May 21, 2024 as Dedication Day for Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial.
Sponsors: Tanya Smith
Attachments: 1. 24 Unknown Soldier Never Forget Garden Veterans Memorials

6. Hear Visitors.

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

7. Consent Agenda.

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

7.1. Presentation, discussion, and possible action of minutes for:
• April 25, 2024 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM042524 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a contract amendment with McCord Engineering, Inc. related to the TxDOT Hwy 6 widening project. This amendment will increase

the contract by $150,000 for a new not-to-exceed amount of $700,000 and extend the contract completion date from April 1, 2024 to April 1, 2026.

Sponsors: Timothy Crabb

Attachments: 1. 22300604_McCord Engineering Amd 1 AF COUNCIL

7.3. Presentation, discussion, and possible action on a change order increasing the annual contract amount for transformer repair and rebuild services with Greenville Transformer Company, Inc. by $27,127 for a new total of $104,633.

Sponsors: Timothy Crabb

Attachments: 1. 23300779 CO1 Greenville Transformers 040224

7.4. Presentation, discussion, and possible action on a resolution to (1) recognize the second Saturday in May as World Migratory Bird Day, (2) support the City's application for Texas Parks and Wildlife's "Bird City Texas" certification, and (3) authorize the City Manager, or his designee, to execute and submit the application and any documents necessary to obtain Bird City Texas certification.

Sponsors: Kelsey Heiden

Attachments: 1. Bird City Texas Resolution

7.5. Presentation, discussion, and possible action on the sale and removal of approximately 90,000 tons of asphalt millings from city property by Texas Materials Group, Inc. for $271,800.

Sponsors: Emily Fisher

Attachments: 1. Bid Tabulation 24-037
2. 24300445 Texas Materials Group Inc

7.6. Presentation, discussion, and possible action on a professional services contract with Studio 16:19, LLC, in the amount of $192,024 for the design and construction of pedestrian improvements, new restroom building, shade structure, splash pad improvements and expansion at the Lincoln Center and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Sponsors: Jennifer Cain

Attachments: 1. Lincoln Center Area Improvements DRR
2. Lincoln Center Area Improvements Location Map
3. Lincoln Center Restroom and Splash Pad Design Contract

7.7. Presentation, discussion, and possible action on an annual renewal and Amendment #1 to the annual service agreement for locate services for underground utility facilities with USIC Locating Services, LLC, adding locate services for the City's IT fiber and Water SCADA fiber, for a new annual amount not-to-exceed $500,000.

Sponsors: Timothy Crabb

Attachments: 1. DRAFT 23300467R1 Amd 1 USIC wExhibits redline 040924

7.8. Presentation, discussion, and possible action on a general services contract for the purchase of a driver safety training simulator from Virage Simulation, Inc. for $166,320.

Sponsors: Emily Fisher

Attachments: 1. Contract 24300449 (Vendor signed)

7.9. Presentation, discussion, and possible action regarding a contract for document scanning services with MCCi, LLC in the amount not to exceed $106,152.22.

Sponsors: Anthony Armstrong

Attachments: 1. 24300465--General Service Contract

7.10. Presentation, discussion, and possible action regarding a contract with Oldham Goodwin Group, LLC for commercial real estate brokerage services for City-owned property in the Midtown Business Park.

Sponsors: Michael Ostrowski

Attachments: 1. Contract for Real Estate Services

8. Workshop Agenda.

8.1. Presentation, discussion, and possible action regarding an update on future ballfields and Texas Independence Park.

Sponsors: Jennifer Cain

Attachments: None

8.2. Presentation, discussion, and possible action on an Update to the Parks and Recreation Cost Recovery Policy.

Sponsors: Kelsey Heiden

Attachments: 1. CS Parks Cost Recovery Continuum
2. CS Cost Recovery Service Categories_Draft

9. Regular Agenda.

9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural to PDD Planned to Development District for approximately 19 acres located southeast of the intersection of Rock Prairie Road and Calaveras Court.

Sponsors: Jesse Dimeolo

Attachments: 1. Ordinance
2. Vicinity, Aerial, and Small Area Maps
3. Proposed Concept Plan
4. Background Information
5. Applicants Supporting Information Pt. 1
6. Applicants Supporting Information Pt. 2

9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 21.15 acres being 49 lots and a common area within Cat Hollow Phase 1 Subdivision and Glenhaven Estates Phase 8 Subdivision, generally located between Brazoswood Drive and Dominik Drive.

Sponsors: Jeff Howell

Attachments: 1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information
4. Rezoning Map
5. Future Land Use Map
6. Original Subdivision Plats
7. Applicant’s Supporting Information
8. Petition Committee Members
9. Neighborhood Meeting Materials

10. Petition Signatures

9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural to T Townhouse for approximately 16 acres generally located at 3700 Rock Prairie Road West.

Sponsors: Gabriel Schrum

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

9.4. Presentation, discussion, and possible action regarding an Oversized Participation Agreement between the City of College Station and Aspire A&M II, LLC and Richmond Builders, Inc. for an amount not to exceed $348,147 for the construction of a sewer line down First Street between Maple Avenue and Patricia Street.

Sponsors: Anthony Armstrong

Attachments:
1. Oversized Participation Agreement Aspire COCS

9.5. Presentation, discussion, and possible action regarding an ordinance amending Chapter 26, "Miscellaneous Provision and Offenses," of the Code of Ordinances by adding Sec. 26-14 Restricted Occupancy Overlay - Civil Unrelated Overoccupancy, related to overoccupancy.

Sponsors: Debbie Eller

Attachments:
1. Ord 26-14 ROO-Civil Unrelated Overoccupancy

9.6. Presentation, discussion, and possible action on a resolution regarding a substantial amendment to the Program Year 2023 Annual Action Plan to reprogram $664,727 of Community Development Block Grant funds to Rental Housing Rehabilitation for the acquisition of housing units to be used as affordable rental housing.

Sponsors: Raney Whitwell

Attachments:
1. Resolution- 2023 Action Plan Substantial Amendment

9.7. Presentation, discussion, and possible action regarding the adoption of program guidelines for an Acquisition, Rehabilitation, and Disposition program to create income-restricted rental units.

Sponsors: Debbie Eller

Attachments:
1. Acquistion Rehabilitation Disposition Guidelines

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

The Council may 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.

12. 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)

13. 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.

14. 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.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on May 8, 2023 at 5:00 p.m.

Tanya Smith

City Secretary

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

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.
"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.
"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

May 13, 2024
Item No. 5.1.
Unknown Soldier Never Forget Garden Veterans Memorials

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Proclamation proclaiming May 21, 2024 as Dedication Day for Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:
1. 24 Unknown Soldier Never Forget Garden Veterans Memorials

Proclamation

Offices of the County Judge and Mayors

Whereas, For generations, stretching back to the formation of our country, courageous patriots have answered duty's call, willing to give their lives for that which we all hold dear. They fought for our Independence, defended our democracy, and sacrificed for our freedom. Many died unknown to preserve and defend an idea unlike any other in human history – the United States of America.

Whereas, The Brazos Valley Veterans Memorial at Veterans Park has over 20 sites and memorials honoring those who fought in the wars and conflicts dating back to the American Revolution. The Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial acknowledges those who were lost in all of the conflicts memorialized in Veterans Park, giving the ultimate sacrifice of their life and their identity.

Whereas, The Society of the Honor Guard, Tomb of the Unknown Soldier, lead a nationwide campaign to commemorate the 100th anniversary of the Tomb of the Unknown Soldier. The symbolic monument of the Tomb of the Unknown Soldier has national and historic significance to Americans to reflect and remember our unwavering commitment to the principles that define us as Americans and that provokes the patriotic spirit residing deeply in the hearts of Americans.

Whereas, Many individuals and groups have supported this new memorial remembering those who gave their all and died unknown. Americans were encouraged to plant "Never Forget Gardens" as a living tribute to renew our patriotic spirit, mourn the loss of a loved one, and to never, ever, forget or forsake those who have served and sacrificed for America.

Now, Therefore, We, Duane Peters, County Judge of Brazos County, Bobby Gutierrez, Mayor of the City of Bryan, and John Nichols, Mayor of the City of College Station, do hereby issue this proclamation for Dedication Day on May 21, 2024, of the Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial. This Never Forget Garden will help us remember why millions of Americans have fought and died for our liberty and our freedom.

Proclaimed this 21st day of May 2024

BRAZOS COUNTY	CITY OF BRYAN	CITY OF COLLEGE STATION
Duane Peters, County Judge	Bobby Gutierrez, Mayor	John Nichols, Mayor

CITY OF BRYAN

May 13, 2024
Item No. 7.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• April 25, 2024 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM042524 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
APRIL 25, 2024

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
John Nichols, Mayor

Council:
Mark Smith - absent
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on April 25, 2024, 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 Property and §551.074-Personnel, and the College Station City Council convened into Executive Session at 4:01 p.m. on April 25, 2024, to continue discussing matters pertaining to:

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

- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and
- City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas; and
- SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services; and
- Cynthia Hopkins & Geoffry Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.

- CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
  City of College Station v. POM-College Station, LLC and Wells Fargo Bank, National Association, Cause No. 628-CC, in the County Court at Law No. 1 of Brazos County, Texas.
- City of College Station v. Clarke and Wyndham, Inc., Real Alchemy, L.P., Real Alchemy 1, L.P., JPJ Investments, a Texas General Partnership, Cause No. 629-CC, in the County Court at Law No. 1 of Brazos County, Texas.
- Legal advice regarding an impact fee appeal for Asher Turkey Creek development.

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

- Approximately 12 acres of land in the College Station Business Center at the intersection of Gateway Boulevard and State Highway 6.
- Property generally located in the area of FM 60, Boyett Street, Church Avenue, and College Main Street.

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

- City Manager
- Council Self-Evaluation

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 6:07 p.m. No action was taken.

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

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted six (6) for and none (0) opposed, to approve an absence request from Councilmember Mark Smith for the April 25, 2024 Council Meeting. The motion carried unanimously.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming May 5th through the 11th as Drinking Water Week.

Mayor Nichols presented a proclamation to Jennifer Nations, Water Services Program Coordinator, and staff recognizing May 5th through the 11th as Drinking Water Week.

5.2. Presentation proclaiming May 13th through the 19th as Salvation Army Week.

Mayor Nichols presented a proclamation to Captains Luiss Villanueva recognizing May 13th through the 19th as Salvation Army Week.

5.3. Presentation proclaiming May 2024 as National Bike Month.

Mayor Nichols presented a proclamation to staff member Jason Schubert, City Engineer, members of the cycling community, and the Bicycle, Pedestrian and Greenways Committee recognizing May 2024 as National Bike Month.

5.4. Presentation proclaiming May 2024 as Motorcycle Safety and Awareness Month.

Mayor Nichols presented a proclamation to the Texas Council of Clubs and Independents Region 1 Motorcycle Safety & Awareness Team, Distorted MC, and The Ranch Harley Davidson, proclaiming May 2024 as Motorcycle Safety and Awareness Month.

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

Mayor Nichols presented certificates to Luke Morrison and Ben Crockett recognizing them for their outstanding service, tireless effort, and respectful discourse while representing the Student Government Association of Texas A&M University.

5.6. Presentation proclaiming May 6 through May 10 as Economic Development Week.

Mayor Nichols presented a proclamation to Michael Ostrowski, Brian Piscacek, and the Economic Development Staff recognizing May 6th through the 10th as Economic Development Week.

6. Hear Visitors Comments.

Bill Stockton, College Station, came before Council regarding his concerns on the Amazon drones and invited Council and staff to his home so they could hear the noise for themselves.

Leslie Hicks, College Station, came before Council regarding a house that was torn down and turned into student housing. She had concerns about the number of rooms listed for rent, being that there are more than four.

Kathleen Parks, College Station, came before Council regarding unrelated occupancy and concerns about equal treatment under the law.

Art Hicks, College Station, came before Council to share his thoughts about his neighborhood becoming like a college dorm and the diminishing character of the area.

7. CONSENT ITEMS

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

Items 7.7 was pulled from Consent for clarification.

(7.7) Jennifer Cain, Capital Projects Director stated this project includes the installation of an acoustical ceiling in the event space at 1207 Texas Ave. The City of College Station utilized a Choice Partners job order contract number 21/039MR-01. Funds are available in the Capital Projects and Facilities Maintenance operating budget for this contract and related expenses.

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

- **April 11, 2024 Council Meeting**

7.2. Presentation, discussion, and possible action on an agreement for annual concrete curb, gutter, and flatwork installation with Larry Young Paving, Inc., not to exceed $3,985,400.

7.3. Presentation, discussion, and possible action on purchasing Panasonic Toughbook Rugged Mobile Data Terminals (MDTs) from Baycom Inc. for $309,465.

7.4. Presentation, discussion, and possible action on a three-year agreement with Kudelski Security, Inc. for Security Operations Center (SOC) services in the amount of $352,067.59.

7.5. Presentation, discussion, and possible action on Ordinance No. 2024-4509 amendment to Chapter 40, "Utilities", Division 5: Drought Contingency and Water Emergency Plan, of the Code of Ordinances of the City of College Station, Texas.

7.6. Presentation, discussion, and possible action on Resolution No. 04-25-24-7.6 adopting an updated Water Conservation Plan.

7.7. Presentation, discussion, and possible action on a construction contract with Aggieland Construction, LLC in the amount of $104,410.26 for an acoustical ceiling at 1207 Texas Ave plus the City's contingency in the amount of $5,220.51 for a total appropriation of $109,630.77.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Wright, the City Council voted six (6) for and none (0) opposed, to approve the Consent agenda with the exception of item 7.7. The motion carried unanimously.

(7.7) MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Wright, the City Council voted five (5) for and one (1) opposed, with Councilmember Harvell voting against, to approve Consent Item 7.7 as amended. The motion carried.

(7.7) AMENDED MOTION: Upon an motion made by Councilmember Cunha and a second by Councilmember Wright, the City Council voted five (5) for and one (1) opposed, with Councilmember Harvell voting against, to approve Consent Item 7.7 by amending the funding source and use HOT Funds for a construction contract with Aggieland Construction, LLC in the amount of $104,410.26 for an acoustical ceiling at 1207 Texas Ave plus the City's contingency in the amount of $5,220.51 for a total appropriation of $109,630.77. The motion carried.

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action related to a Water Services Department annual update.

Gary Mechler, Water Services Director, provided an annual update regarding the historical and current status as well as key future actions planned.

Recent History

- Delivered over 5 billion gallons of water in 2023
- Maintained almost 500 miles of line
- Record consecutive days over 100 degrees
- No major mechanical problems in water production

Current History

- Water Tower Rehabilitation Completed

- Strategic Focus on Well Field
    - Increasing well rehabilitation and development costs due to changes in static levels
    - Additional well field capacity needed to meet future demand (driven by temperatures and growth)

Key Actions

- Reduce Peak loading
- Expand Well Field Capacity - 3 new wells need to be installed in the next 3-5 years to retain permits
- Design contract to be approved
- Update 2016 Water Master Plan
- Engage in development of BVGCD management zones
- Revisit use of alternative water sources to supplement our groundwater supply
    - Reclaimed water
    - Aquifer Storage and Recovery (ASR)

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

Emily Fisher, Public Works Director, provided an update on the street maintenance programs that are happening in College Station. She described a street maintenance index that is used on an annual basis to grade each street and determine a strategy for addressing the areas with the most need for service. The 2024 plan includes streets in the University Oaks area and around Park Place and Pershing. In 2025 the Winwood Subdivision, and near Harvey and the Brentwood area are projected to be serviced. There will be a Street Maintenance Open House Wednesday, May 15, 2024 at 5:30 pm at City Hall.

8.3. Presentation, discussion, and possible action regarding a paid parking pilot program for special events.

Debbie Eller, Community Services Director, presented information regarding a potential paid parking pilot program to be conducted in the summer of 2024, when special events are held in the community. After the conclusion of the pilot program, the Council will have the opportunity to consider continuing the program in the future.

Overview:

- Addressing on-street parking congestion in residential neighborhoods during major events.
- Generate revenue to assist with recovering City's special event/game day operational costs.
- Generate funds to be used for the benefit of the neighborhoods impacted by special events/game day.
- Only where there is existing parking – this program will not create additional on-street parking.
- Reminder that the street is a public facility and the space in front of a home is NOT owned nor controlled by the property owner/renter.

On Street Parking

- Southside 1 (234 Spaces)
- Southside 2 (1390 Spaces)
- Eastside 1 (629 Paid Pilot, 611 Free Spaces)

Surface Lots

- City Hall Surface Lot (207 Spaces)
- Wayne Smith Surface Lot (192 Spaces)
- Post Oak Mall Surface Lot (662 Spaces)

9. REGULAR ITEMS

9.1 Presentation, discussion, and possible action regarding a real estate contract with Fera Diagnostics and Biologicals Corporation for the sale of approximately 12 acres of land in the College Station Business Center at the intersection of Gateway Boulevard and State Highway 6 for the price of $3,300,000.

Michael Ostrowski, Chief Development Officer, stated that this real estate contract is comprised of a total of approximately 12 acres on the corner of Gateway Boulevard and State Highway 6 frontage road, Lot 1 is a 6.007 acre lot, and Lot 2 is a 5.635 acre lot in Block 6, Phase Two of the College Station Business Center. The real estate contract is for the sale of these lots for $3,300,000, which is approximately $6.50 per sq. ft., to Fera Diagnostics and Biologicals Corporation for the intended construction of their new headquarters. Fera Diagnostics and Biologicals Corporation is a research-driven company that focuses on developing products to improve the welfare of animals.

College Station Business Center

- Lots 1 and 2
    - Real estate contract for $3,300,000, or approximately $6.50 per sq. ft.
    - $30,000 earnest, 180-day feasibility, 60-day close
- Fera Diagnostics and Biologicals Corporation
    - 50,000 sq. ft. corporate headquarters
    - Approximately $15 million capital expenditure

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Maloney, the City Council voted six (6) for and none (0) opposed, to approve a real estate contract with Fera Diagnostics and Biologicals Corporation for the sale of approximately 12 acres of land in the College Station Business Center at the intersection of Gateway Boulevard and State Highway 6 for the price of $3,300,000. The motion carried unanimously.

9.2. Presentation, discussion, and possible action on a professional services contract with Freese & Nichols, Inc. for $8,416,603 for Wells Nos. 10, 11, and 12 and a collection line for design and construction phase services, and Resolution No. 04-25-24-9.2 declaring intention to reimburse certain expenditures with proceeds from debt.

Jennifer Cain, Capital Projects Director, stated that this project includes the design on Wells Nos. 10, 11, and 12 as well as an associated water collection line. This contract would also provide construction phase services for the construction of the wells and the collection line. The City of College Station received two Statements of Qualifications (SOQ) that were submitted. After the review process, Freese & Nichols, Inc. was selected as the most qualified firm for the project.

Mrs. Cain explained that a combined budget of $17,250,000 is included in the Water Capital Improvement Projects Fund for this project. A combined total of $2,966 has been spent or committed to date, leaving a combined balance of $17,247,034 for this contract and related costs. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all of the long-term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Harvell, the City Council voted six (6) for and none (0) opposed, to approve a professional services

contract with Freese & Nichols, Inc. for $8,416,603 for Wells Nos. 10, 11, and 12 and a collection line for design and construction phase services, and Resolution No. 04-25-24-9.2 declaring intention to reimburse certain expenditures with proceeds from debt. The motion carried unanimously.

9.3. Presentation, discussion, and possible action on Change Order No. 2 for the Northeast Sewer Trunk Line Ph IV Project design contract with Kimley-Horn and Associates, Inc., not to exceed $1,030,400.

Jennifer Cain, Capital Projects Director, stated that the City of College Station approved a contract in 2022 with Kimley-Horn and Associates, Inc. for the design of the Northeast Sewer Trunk Line Phase IV. The design will include installation of a sewer trunk line which will serve areas of the community including the University Corridor and Northgate. Mrs. Cain explained that this project will allow for continued development in this area which could soon be limited by existing sewer capacity. The contract amendment allows for the design of the lift station in order to reroute the sewer trunk line to Cooner Street/Chimney Hill instead of through the Beverley Estates neighborhood in Bryan. A budget of $25,500,000 is included in the Wastewater Capital Improvement Projects Fund for this project. A total of $1,585,093 has been spent or committed to date, leaving a balance of $23,914,907 for this change order and future costs.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Maloney, the City Council voted six (6) for and none (0) opposed, to table the Change Order No. 2 for the Northeast Sewer Trunk Line Ph IV Project design contract with Kimley-Horn and Associates, Inc., not to exceed $1,030,400 until May 23, 2024 Council Meeting. The motion carried unanimously.

Mayor Nichols recessed the meeting at 8:02 p.m.

The meeting resumed at 8:13 p.m.

9.4. Presentation, discussion, and possible action regarding Ordinance No. 2024-4510 amending Chapter 26, "Miscellaneous Provision and Offenses," of the Code of Ordinances of the City of College Station, Texas, by adding certain sections relating to overoccupancy.

Debbie Eller, Community Services Director, stated that this item amends Chapter 26 of the Code of Ordinances to add Sec. 26-12 Civil Unrelated Overoccupancy and Sec. 26-13 Penal Unrelated Overoccupancy, providing two additional enforcement tools for Unrelated Overoccupancy. One option is a civil ordinance with set fines and the other is a penal ordinance that follows the penalties listed in Sec. 1-7 of the Code. She explained that both ordinances include definitions for dwelling unit, family, responsible persons, single-family, and single-family dwelling for clarity. The ordinances contain an overoccupancy violation, rebuttable presumptions, and affirmative defenses.

Chapter 26 Sec. 26-12 & 26-13

- Sec. 26-12: Civil ordinance with set fines
    - The administrative penalty is:
        - → $250 dollars for the first violation.
        - → $350 dollars for the second violation.
        - → $500 dollars for three or more violations.
    - An administrative penalty may be assessed for each day a violation continues.
- Sec. 26-13: Penal ordinance with penalties listed in Sec. 1.7
    - → $25 - $500 determined by Municipal Court Judge
- Administrative citation or notice

- Administrative Hearing and Appeal

At approximately 8:28 p.m., Mayor Nichols opened for Citizen Comments.

Katie Compian Dehaven, College Station, came before Council from the Bryan-College Station Regional Association of Realtors. She stated that they have received multiple questions from many property owners within College Station regarding the Unrelated Overoccupancy. She presented some of the questions posed by property owners to their association in the hopes that these questions will invoke a thoughtful deliberation by the Council before adoption of these changes.

Will McCauley, College Station, came before Council to discuss his concerned this was only released to the public only a couple of weeks ago. He stated that students and landlords make mistakes so to bring a criminal violation is overly punitive and requested that Council leave the criminal penalty out of the ordinance and only have civil.

Elianor Vessali, College Station, came before Council to speak on behalf of the homeowners, tenants, and realtors and inform Council that several people been targeted by those who want strict enforcement of this ordinance. She believes that what some citizens are doing is harassment under the Texas Penal Code and should be stopped.

Fred Dupriest, College Station, came before Council representing the Occupancy Enforcement Alliance (OEA) to recommend changes in the proposed occupancy enforcement ordinance. The OEA recommends a delay of approval until the ordinance can be rewritten to also apply to the 2-unrelated ROO, require an Occupancy Disclosure in home sales and rental agreements, establish a 14-day, rather than 30-day, investigation period, allow evidence submitted by the public to be used in investigations, state the grace period occupants are initially allowed to vacate, clarify that a new 30-day investigation is not required for each subsequent conviction, clarify in specific wording that occupants may be any individuals, and obtain evidence of occupancy only before 7:30 a.m.

Benjamin Crockett, College Station, stated on behalf of the students of the university he is requesting occupancy regulation reforms. He stated that students are having an increasingly difficult time finding adequate housing in College Station. High rent, low student income, and housing shortages have led many students to split rent and live with more than four fellow Aggies. On behalf of the student body, he is asking the City Council to direct staff to draft a proposal reforming their occupancy rules; this proposal would explore regulating occupancy not through nonrelated status but rather through health and safety considerations, as several major Texas Cities already do: Dallas, San Antonio, and Houston.

Luke Morison, College Station, thanked the council for the opportunity to speak and spoke about his positive experience with mopeds and small forms of transportation. He believes that forms of transportation like this are a benefit to the community and ease parking issues.

Jacob McFarland, College Station, came before Council to thank them for their work, and city staff's work, in putting together a new ordinance for limiting over-occupancy. He stated that the move to a civil offense is good for students, residents, and for city staff. He urged council to move forward with this ordinance and add ROO enforcement to it as well.

There being no further comments, the Citizen Comments was closed at 9:00 p.m.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Maloney, the City Council voted five (5) for and none (0) opposed, with Councilmember Cunha

abstaining, to adopt Ordinance No. 2024-4510 amending Chapter 26, "Miscellaneous Provision and Offenses," of the Code of Ordinances of the City of College Station, Texas, by adding certain sections relating to overoccupancy. The motion carried.

9.5. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2024-4511 amending Chapter 103, "Buildings and Building Regulations," Article II "Administration and Enforcement," Division 2, "Construction Board of Adjustment and Appeals; Appeals and Variances," and Division 3, "Building and Construction Standards Commission," of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to Construction Board of Adjustment and Appeals and the Building and Standards Commission membership.

Brian Binford, Planning and Development, stated that the purpose of this proposed amendment is to formerly appoint the duties and responsibilities of the Building and Standards Commission to the Construction Board of Adjustments and Appeals. The Building and Standards Commission may hear cases concerning violations of ordinance that regulate:

- The preservation of public safety, relating to the materials or methods used to construct a building or improvements, including the foundation, structural elements, electrical wiring, or apparatus, plumbing and fixtures, entrances and exits; and
- Relating to the fire safety of a building or improvement, including provisions related to materials, types of construction or design, warning devices, availability of water supply for extinguishing fires, or location, design or width of entrances or exits; and
- Relating to dangerously damaged or deteriorated buildings or improvements; and
- Relating to conditions caused by accumulations of refuse, vegetation or other matter that creates a breeding ground for insects and rodents.

Mr. Binford explained that this will align with the changes that were previously made in the Board, Committees, and Commissions Handbook but was not codified within the ordinance. Staff has contacted the members of the Construction Board of Adjustments and Appeals, and they have agreed to take on the additional duties of the Building and Standards Commission. If this ordinance amendment is approved, a future item will be needed for the official appointment of the members.

At approximately 9:27 p.m., Mayor Nichols opened for the Public Hearing.

There being no further comments, the Public Hearing was closed at 9:27 p.m.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2024-4511 amending Chapter 103, "Buildings and Building Regulations," Article II "Administration and Enforcement," Division 2, "Construction Board of Adjustment and Appeals; Appeals and Variances," and Division 3, "Building and Construction Standards Commission," of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to Construction Board of Adjustment and Appeals and the Building and Standards Commission membership. The motion carried unanimously.

9.6. Presentation, discussion, and possible action on an appeal from Caldwell Companies of the Director of Planning and Development Services decision as it relates to impact fees for the Asher Turkey Creek development.

Michael Ostrowski, Chief Development Officer, stated that this item relates to an appeal by Caldwell Companies of the Director of Planning and Development Services decision as it relates to the impact fees that are to be assessed for the Asher Turkey Creek development. The process for the appeal is set forth in Section 107-94 of the Code of Ordinances for the City of College Station.

Sec. 107-94. - Administrative appeals.

(a) The property owner or applicant for new development may appeal the following decisions to the Director of Planning and Development Services, or his or her designee:
    (1) The applicability of an impact fee to the development;
    (2) The value of the impact fee due;
    (3) The availability or the value of an offset or credit;
    (4) The application of an offset or credit against an impact fee due; and/or
    (5) The amount of the refund due, if any.

(b) All appeals shall be taken within 30 days of notice of the action from which the appeal is taken.

(c) The burden of proof shall be on the appellant to demonstrate that the value of the fee or the value of the offset or credit was not calculated according to the applicable impact fee schedule, or the guidelines established for determining offsets and credits.

(d) The appellant may appeal the decision of the Director of Planning and Development Services to the Council. A notice of appeal to the Council must be filed by the applicant with the City Secretary within 30 days following the Director's decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Attorney in an amount equal to the Director's determination of the impact fee due, the development application, utility application, subdivision plat, building permit or other required City permit or authorization for development may be processed and issued while the appeal is pending.

Laurn Randell with Caldwell Companies came before Council to provide an overview of the developers involved and the development at Turkey Creek & Raymond Stotzer and the Impact Fee Appeal.

Location & Zoning

- 17.79 acres of raw land at corner of Turkey Creek Road and Raymond Stotzer Blvd
- General Commercial (GC) and Multifamily (MF)

Development Plan

- Mixed-use Development: Class-A+ Rental units adjacent to Commercial Retail
- Walking/biking distance of BioCorridor and Texas A&M campuses
- Professional adults of all ages as opposed to student housing.

General Commercial Programming:

- 4.63 acres
- Commercial retail corner along Raymond Stotzer adjacent to luxury rental community
- Potential Retail Uses:
    - Retail Shopping
    - Quick Service Restaurants
    - Office

Veronica Morgan, College Station, came before Council as the Developer and on behalf of J4 Engineering, ARME Consulting Engineers and Schultz Engineering, LLC. provide an overview of the Development History of the Turkey Creek Development and the Impact of Building Permit Denial.

- Initial Entitlements (CPA/RZ/PP/FP): 2015 – 2019

- CCN Swap: 2019 – 2021
- Preliminary Plan Submitted: Feb 2022
- Final Plat Submitted: Apr 2022
- Site Plan submitted: Sep 2023
- Preconstruction Meeting for Final Plat: Oct 13, 2023
- Construction Plan Approval: Nov 7, 2023
- Start of Construction: Nov 20, 2023
- Building Permit (BP) Submittal: Dec 20, 2023
- City Refusal refuses BP b/c plat not approved by P&Z: Dec 20, 2023
- Developer offered Letter of Credit (LC): Dec 20, 2023
- City denies LC b/c P&Z must approve Plat: Dec 20, 2023

Impact of Building Permit Denial

- Original Impact Fees Due: $213,655
- Additional Impact Fees Due: $256,804

Todd Johnson, College Station, came before Council to provide a summary of the development.

- Significant Development Progress: Our Building Permit submission was a natural development progression.
- Good Faith: We were and have continued to act in good faith.
- Lack of Communication: We were never informed of a change in policy implementation.
- Unjust Assessment of Fees: We are asking the City Council to grant this appeal request.

Mike Gentry, College Station, came before Council to support the appeal requested by Caldwell Companies and to state that company followed all the guidelines that was required by them when for the Asher Turkey Creek development.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Harvell, the City Council voted five (5) for and one (1) opposed, with Mayor Nichols voting against, to approve an appeal from Caldwell Companies of the Director of Planning and Development Services decision as it relates to impact fees for the Asher Turkey Creek development. The motion carried.

10. Council Calendar

Council reviewed the calendar.

11. Items of Community Interest: The Council may 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 Cunha recognized the CSISD Election May 4th.

Councilmember Maloney recognized the Amazon Prime Air event at Sandstone Park and the Texas

A&M engineering event StarFair.

Mayor Nichols recognized an event for the Islamic Community of Bryan College Station.

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

Councilmember Cunha reported on the Bicycle, Pedestrians, and Greenways Committee.

13. 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.

Councilmember Harvell requested a future agenda item on regulatory information related to regulating noise from drones.

Councilmember Wright requested a future agenda item on adding civil enforcement of the occupancy ordinance to the ROO.

Councilmember Cunha requested a future agenda item on a Lakeway crosswalk.

14. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 10:44 p.m. on Thursday, April 25, 2024.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

May 13, 2024
Item No. 7.2.
Contract Amendment 1 for Electrical Engineering Services for the Transmission and Distribution Electric Line Relocations for the SH 6 Widening Project

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a contract amendment with McCord Engineering, Inc. related to the TxDOT Hwy 6 widening project. This amendment will increase the contract by $150,000 for a new not-to-exceed amount of $700,000 and extend the contract completion date from April 1, 2024 to April 1, 2026.

Relationship to Strategic Goals:
Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends Amendment 1 to increase the contract with McCord Engineering for the SH 6 Widening project by $150,000 and extend the project completion date to April 1, 2026.

Summary: TxDOT is requiring the City of College Station Electric Department to relocate electric facilities in conflict with TxDOT's State Highway (SH) 6 Expansion Project CSJ#1 from the city limit line between the cities of College Station and Bryan to the intersection of SH 6 and Business 6.

The original contract with McCord Engineering was approved by Council on July 21, 2022. Due to TxDOT revisions in the project scope and timeline, engineering services through McCord Engineering will require an increase to the contract in the amount of $150,000 and an extension of the completion date to April 1, 2026.

Budget & Financial Summary: Funds are available as budgeted and approved in the Electric Utility's annual budget and in the Electric Utility Capital Improvement Projects Fund for professional services related to electric capital improvement projects.

Attachments:
1. 22300604_McCord Engineering Amd 1 AF COUNCIL

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

March 26, 2024

Attn: Rex Woods, President
McCord Engineering, Inc.
916 Southwest Parkway East
College Station, TX 77840

RE: Contract No. 22300604 – TXDOT Highway 6 Expansion – Transmission and Distribution Line Relocations CSJ 1 ("Contract")
Letter Amendment No. 1

Dear Mr. Rex Woods,

The City of College Station ("City") and McCord Engineering, Inc. (McCord) (collectively the "parties") agree to make certain changes to the above-referenced Contract due to project timing revisions related to TXDOT's Highway 6 Widening Project. The original authorization to commence design/notice to proceed was given by the City to McCord on July 21, 2022.

The parties have negotiated and agree that the Contract length and the times for performance both need to be extended due to the above-described circumstances. The parties agree that the previously negotiated compensation amount will be increased $150,000, for a new total contract amount of $700,000 (an increase of 27.28%).

The parties hereby agree to amend the following sections of the Contract as follows:

A. **Article II** *(Payment)*, the total not-to-exceed Contract dollar amount contained in Section 2.01 of the Contract is amended from *"Five Hundred Fifty Thousand and 00/100 Dollars ($550,000.00)"* to *"Seven Hundred Thousand and 00/100 Dollars ($700,000.00)"*.

B. **Article III** (*Time of Performance and Construction Cost*), Section 3.01, subpart (c) of the Contract is amended in its entirety to read as follows:

3.01(c) Final Design: 1,034 **Calendar Days** after authorization to commence design/notice to proceed, which was given on July 21, 2022.

C. **Article III** (*Time of Performance and Construction Cost*), Section 3.02 of the Contract is amended in its entirety to read as follows:

3.02 All design work and other professional services provided under this Contract must be completed by the following date: **April 1, 2026.**

D. **Exhibit A** (*Scope of Services/Scope of Work*), of the Contract is replaced in its entirety by the revised **Exhibit A** attached to this Letter Amendment #1.

E. **Exhibit B** (*Payment Schedule/Payment Terms*), of the Contract is replaced in its entirety by the revised **Exhibit B** attached to this Letter Amendment #1.

Both parties agree that all other terms and conditions as set forth in the Contract remain unchanged.

By signature below, both parties indicate their written mutual acceptance of this amendment in accordance with the terms of the Contract.

List of Exhibits:

A. Scope of Services/Scope of Work
B. Payment Schedule/Payment Terms

AGREED:

MCCORD ENGINEERING, INC.

By:_____

Printed Name: Rex Woods

Title: President

Date:_____

CITY OF COLLEGE STATION

By:_____
City Manager
Date:_____

APPROVED:

_____
City Attorney
Date:_____

_____
Assistant City Manager/CFO
Date:_____

EXHIBIT A

ENGINEERING SERVICES
SCOPE OF WORK

for

CITY OF COLLEGE STATION

TXDOT HIGHWAY 6 EXPANSION TRANSMISSION AND DISTRIBUTION LINE RELOCATIONS CSJ#1

CONTRACT EXTENSION #1

(COCS Electric Utility Conflicts from the City of College Station/City of Bryan Limit Line to Business 6 and State Highway 6 Intersection)

McCord Engineering, Inc.
Registration No. F-2664
916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356

ENGINEERING SERVICES SCOPE OF WORK
FOR THE CITY OF COLLEGE STATION
TXDOT HIGHWAY 6 EXPANSION
TRANSMISSION AND DISTRIBUTION LINE RELOCATIONS CSJ#1
CONTRACT EXTENSION
(COCS Electric Utility Conflicts from the City of College Station/City of Bryan Limit Line to Business 6 and State Highway 6 Intersection)

SCOPE OF WORK

McCord Engineering, Inc. (MEI), shall provide engineering design and required deliverables to facilitate the necessary relocation of all City of College Station (COCS) electric facilities in conflict with the State Highway (SH) 6 expansion project from the city limit line between COCS and the City of Bryan to the intersection of SH 6 and Business 6. Existing COCS electric facilities that are included in this contract scope and subsequent TXDOT CSJ#1 are:

1. 138 kV Transmission line crossing at SH 30/Harvey Road.

2. Distribution power lines either side of SH 6 at SH 30/Harvey Road.

3. 138 kV transmission pole and distribution pole at the intersection of SH 30 and Associates Avenue.

4. Distribution power lines crossing at the following locations:
   a. Holleman/Switch Station Road
   ~~*b.* Just north of Southwest Parkway~~ *Jack Winslow Body Shop/Birmingham Road URD*
   ~~*c.* Krenek Tap Road~~ *Brethren Church Hendrik Crossing*
   ~~d. Just south of Harvey Mitchell Parkway South~~

5. 138 kV Transmission and distribution crossing at Central Park Lane and Providence Parkway.

6. Distribution power lines at ~~Harvey Mitchell Parkway South~~ *University Drive and Harvey Road.*

Due to the inability to cross SH 6 with a new transmission line at Harvey Road, COCS is required to reroute the existing 138 kV overhead transmission line from Switch to Post Oak Substation. MEI shall provide all electrical engineering design plans, plan and profile drawings, pole specifications, and foundation designs for the proposed transmission line relocation. MEI shall provide bid documents for construction of the transmission line relocation and materials provided by the COCS, as well as inspection services during construction. MEI shall provide underground *or overhead Hendrix* power line plan and profile drawings for each of the distribution overhead power line crossings that are required to be converted to underground crossings *or remain overhead using Hendrix wire construction.*

I. 138 kV Transmission Line Project Details and Scope of Work

COCS is required to relocate the existing 138 kV transmission line currently traversing from Switch Station to Post Oak Substation due to the State Highway 6 Expansion Project. ~~The following is an estimated scope of work that MEI will be undertaking~~ *The following scope of work outlines work MEI has completed and estimates the remaining work needed* to facilitate the design, contractor and material procurement, inspection, and energization of the new overhead transmission line route. The removal of the existing transmission line is included in

the scope as well.

A. The following items have been completed:

1. MEI ~~shall~~ *has completed* work in conjunction with COCS and determined a viable route for the new transmission line.

2. MEI ~~shall~~ *has provided* COCS information to allow procurement of any necessary new easements to facilitate the new transmission line.

3. MEI ~~shall~~ *has performed* field work as required for design.

4. MEI ~~shall~~ *has provided* preliminary submittals to COCS of the transmission line design for review and approval.

5. Based on the agreed upon transmission line design, MEI ~~shall~~ *submitted* a material list to COCS on January 2023 to allow timely material delivery.

6. MEI ~~shall~~ *has obtained* geotechnical information using third-party contractors to allow for the foundation design on self-supported poles, as required.

7. MEI ~~shall~~ *has prepared* construction contract bidding documents. *The bid is pending issuance by COCS purchasing and review by COCS Electric. MEI will assist in their efforts* to determine a construction contractor to complete the necessary relocation construction along with the removal of the existing transmission line.

B. The items below remain to be completed:

1. MEI shall perform construction management as required by COCS.

2. The following ~~shall be deliverables to COCS:~~ *have been sent to COCS "Preliminary" for bidding purposes only. All items shall be delivered to COCS, "Approved for Construction" once the bid is awarded:*

    a. Plan view drawings using AutoCAD

    b. Plan and Profile drawings using PLS CADD

    c. Material List

    d. Post Oak Substation and Switch Station ADSS plans

    e. Sag-tension charts

    f. Hardware details

    g. Pole details

    h. Foundation details

C. Submittals

1. ~~A 10% submittal will be provided for COCS's review and information. This submittal will include the new transmission line's route along with preliminary plan and profile drawings. A 10% review meeting will be held in the form of a formal meeting with COCS during which COCS can provide comments and/or recommendations. These comments and/or recommendations will be used as the basis of the engineering design going forward and incorporated in the final drawings provided.~~

   A 10% submittal and review meeting has been completed. COCS comments and/or recommendations have been used as the basis of the engineering design and incorporated in the final drawings provided.

2. During design 30%, 60%, and 95% submittal plans *were submitted* to COCS for review. COCS *provided* comments and/or recommendations during each review.

3. All drawings and specifications will be issued for bid, approval, or construction per schedule. *Currently, drawings and specifications have been issued for bid.*

4. As-Built drawings will be provided.

5. Contract Documents.

   a. Construction Contract Exhibit – *Completed*

   b. Material Contract Exhibit – *Completed*

D. Coordination Support

1. Attend construction meetings as required.

2. Respond to COCS's or Contractor's questions or comments, as required.

3. Assist COCS and Contractor to respond to questions or issues and approval drawings from Vendors & Subcontractors.

4. Permits

   a. Environmental

   b. TXDOT

5. Inspection

   a. Assist with inspection of construction

   b. Invoice review

E. Project Timeline

This transmission line shall be relocated and energized by May *2025*. MEI shall follow the up-to-date Wrike Schedule maintained by COCS staff.

II. Distribution Power Line Crossings Project Details and Scope of Work

A. COCS is required to remove ~~four~~ *three* existing overhead power lines *that* cross SH 6. The intention is to retain these ~~four~~ *three* crossings and convert *one of* them to underground *and keep two overhead. One will be underbuilt on the new transmission line crossing SH6 at Switch Station, the other will be overhead using Hendrix construction*. *The design for one of the three crossings has been completed and is included in the bid for the reroute of the transmission line. The design for the remaining two crossings is in progress, with the project estimated to be issued for bid later in 2024.*

1. MEI *has performed the* field work to obtain all necessary information to design the ~~four~~ *three* power line ~~conversions to underground~~ *crossings*.

    a. MEI ~~will~~ *obtained* the existing power line's field information and SH 6 ground crossing profile using LiDAR placed on an Unmanned Aerial Vehicle (UAV).

    b. MEI ~~will~~ *performed the* field inventory to get existing COCS pole name plates.

2. MEI will use the field information to prepare the preliminary underground *and overhead* plan and profile using *PLS- CADD and* AutoCAD.

3. MEI ~~will~~ *has and will continue to review the* route and project with COCS Staff.

4. COCS *has approved* route, MEI will prepare final submittal after having all existing utilities located, pot holed and GPS located horizontally and vertically. The following shall be included in the final submittals:

    a. Plan and Profile sheets on *PLS-CADD and* AutoCAD.

    b. TXDOT permit plan traffic control plan and profile drawing on AutoCAD and submit to TXDOT for review.

    c. Construction contract exhibit to allow COCS to procure contractor.

    d. Construction support

        i. Attend construction meetings as required.

        ii. Respond to COCS's or Contractor's questions or comments, as required.

iii. Assist COCS and Contractor to respond to questions or issues and approval drawings from Vendors & Subcontractors.

B. Assumptions

~~1. MEI will notify all area landowners of any UAV flights.~~

~~2.~~ 1. COCS will obtain any easements or right of entries for the power line design and construction with MEI's assistance. The anticipated easements required include temporary construction easements for the bore pits.

2. The contract extension includes the preparation of a standard utility agreement as well as any minor conflicts that may be added by TXDOT during the course of this project. Any excessive changes and/or major conflicts may result in a change order.

Exhibit B

Engineering Services Payment Terms
TXDOT Highway 6 Expansion Transmission and Distribution Line Relocations CSJ#1
Contract Extension

(College Station Electric Utility Conflicts from the City of College Station/City of Bryan Limit Line to Business 6 and State Highway 6 Intersection)

Compensation shall be based on actual hours of work/time devoted to providing the described professional services. MEI shall be paid at the rate per MEI's current Standard Fee Schedule. The City will reimburse MEI for actual, non-salary expenses per MEI's current Standard Fee Schedule. The total payment for all invoices for the remaining work on this contract extension, including both salary and non-salary expenses, shall not exceed $700,000.00 as stated in Section 2.01.

The Consultant must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

May 13, 2024
Item No. 7.3.
Change Order for Annual Transformer Repair and Rebuild

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a change order increasing the annual contract amount for transformer repair and rebuild services with Greenville Transformer Company, Inc. by $27,127 for a new total of $104,633.

Relationship to Strategic Goals:
Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends Council approve a change order to increase the annual contract amount for transformer repair and rebuild services with Greenville Transformer Company, Inc. by $27,127 for the repair and rebuild of transformers as needed, for a new annual amount not to exceed $104,633.

Summary: The annual contract for transformer rebuild and repair was awarded to Greenville Transformer Company, Inc. through bid 22-070 on October 1, 2023. Because of the challenges associated with cost and delivery times for new transformers, CSU is sending more and larger sized units to Greenville to assess for refurbishing. This increase will cover the cost for units listed for repair on the current failure report.

Budget & Financial Summary: Funds are budgeted and available in the Electrical Fund.

Attachments:
1. 23300779 CO1 Greenville Transformers 040224

CHANGE ORDER NO.	DATE: 4/2/24	Contract No. 22300779
PO No. NTE	PROJECT: Repair Rebuild Transformers	RFP/BID/RFQ 22-070

OWNER:	**CONTRACTOR:**	
City of College Station	Greenville Transformer Co	
P.O. Box 9960	1807 Church St	Ph: 903-455-1610
College Station, Texas 77842	Greenville, TX 75401	Fax:

PURPOSE OF THIS CHANGE ORDER:
A. Add funds due to the increase in transformers being repaired
B.
C.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
5	1				0	$0.00
						$0.00
						$0.00
					TOTAL	$0.00

THE NET AFFECT OF THIS CHANGE ORDER IS % INCREASE/DECREASE.

LINE 1 (acct./work order number)	$77,506.00		
LINE 2 (acct./work order number)	$0.00		
LINE 3 (acct./work order number)	$0.00		
TOTAL CHANGE ORDER	77,506.00		
ORIGINAL CONTRACT AMOUNT	$77,506.00		
CHANGE ORDER NO. 1	$27,127.00	35.00%	% CHANGE
CHANGE ORDER NO. 2		0.00%	% CHANGE
REVISED CONTRACT AMOUNT	$104,633.00	35.00%	% TOTAL CHANGE
ORIGINAL CONTRACT TIME		Days	
Time Extension No. 1		Days	
Revised Contract Time	0	Days	
SUBSTANTIAL COMPLETION DATE			
REVISED SUBSTANTIAL COMPLETION DATE			

APPROVED

_____ N/A			
A/E CONTRACTOR	Date	DEPARTMENT DIRECTOR	Date
CONSTRUCTION CONTRACTOR	Date	ASST CITY MGR - CFO	Date
_____ N/A			
PROJECT MANAGER	Date	CITY ATTORNEY	Date
Asst Deputy Director	Date	CITY MANAGER	Date

May 13, 2024
Item No. 7.4.
Bird City Texas Resolution

Sponsor: Kelsey Heiden

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a resolution to (1) recognize the second Saturday in May as World Migratory Bird Day, (2) support the City's application for Texas Parks and Wildlife's "Bird City Texas" certification, and (3) authorize the City Manager, or his designee, to execute and submit the application and any documents necessary to obtain Bird City Texas certification.

Relationship to Strategic Goals:
Core Services and Infrastructure
Diverse Growing Economy

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

Summary: The Bird City Texas resolution will establish our commitment to meet objectives set forth by the Bird City Network Team in our submission of an application in pursuit of the Bird City Texas certification, by the deadline of June 1, 2024. Bird City Texas is a certification program provided by Audubon Texas and Texas Parks and Wildlife. This community-focused certification program was established to help people protect birds and their habitats where we live, work, and recreate. The criteria required to attain certification is designed to be impactful and efficient against habitat loss and other harmful factors impacting birds. College Station City Council has continually supported bird-friendly initiatives, and through this resolution will continue to support the Lights Out Resolution enacted on August 10, 2023, to promote and turn off non-essential lights during peak migratory times. The next big celebration of birds in College Station will be to celebrate World Migratory Bird Day at Lick Creek Park on Saturday, May 11th. Through this resolution, College Station City Council recognizes our annual World Migratory Bird Day and encourages all city residents to celebrate their role as stewards of bird habitat. Birds are vital to keeping our ecosystem healthy and connecting us to nature. The College Station community cares deeply about wildlife and habitat conservation and is already doing much to protect the unique habitats and promote bird-friendly practices.
If certified, the Parks and Recreation Department will continue to collaborate with the Rio Brazos Audubon Society and other community partners on Bird City Texas implementation. Certification is issued for a three-year period. Annually, certified cities will provide updates. In the third certified year, communities can renew to maintain their Bird City status. With support of this resolution, College Station City Council approves Parks and Recreation Staff and the Conservation Advisory Group to continue the pursuit of Bird City Texas certification and the continued support of conservation efforts for the benefit of birds and other wildlife.
This resolution shall take effect immediately from and after its passage.

Budget & Financial Summary: There are no fees associated with the program thanks to sponsorship from Audubon Texas and TPWD.

Attachments:
1. Bird City Texas Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, RECOGNIZING MAY 11, 2024, AS WORLD MIGRATORY BIRD DAY AND AUTHORIZING CITY STAFF TO CONTINUE PURSUIT OF CERTIFICATION IN THE TEXAS PARKS AND WILDLIFE DEPARMENT "BIRD CITY TEXAS" PROGRAM.

WHEREAS, migratory birds are some of the most beautiful and easily observable wildlife that share our communities; and

WHEREAS, citizens recognize and welcome migratory birds as symbolic harbingers of spring and fall; and

WHEREAS, migratory birds also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; and

WHEREAS, hundreds of thousands of people will observe World Migratory Bird Day, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, to take action to conserve them, and simply to have fun; and

WHEREAS, World Migratory Bird Day is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also it is a call to action; and

WHEREAS, the City Council finds it in the public interest to adopt this Resolution recognizing the second Saturday in May as World Migratory Bird Day and the upcoming May 11, 2024 as World Migratory Bird Day.

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

PART 1: That the City Council recognizes the second Saturday in May as "World Migratory Bird Day" and the upcoming Saturday, May 11, 2024, as World Migratory Bird Day in the City of College Station.

PART 2: That the City Council supports the continued pursuit of certification in the Texas Parks and Wildlife Department Bird City Texas Program.

PART 3: That the City Manager, or his designee, is hereby authorized to execute and submit the application and any documents necessary to obtain the Bird City Texas certification.

PART 4: That the City Council reaffirms support for the Lights Out Initiative made by proclamation on Aug. 10th, 2023, and encourages the public to turn off all non-essential lights during peak migratory times.

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

ADOPTED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ _____

City Secretary **MAYOR**

APPROVED:

_____

City Attorney

May 13, 2024
Item No. 7.5.
Sale and Removal of Asphalt Millings

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the sale and removal of approximately 90,000 tons of asphalt millings from city property by Texas Materials Group, Inc. for $271,800.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

Recommendation(s): Staff recommends awarding the sale and removal of asphalt millings from City property to Texas Materials Group, Inc.

Summary: Bid No. 24-037 opened on April 2, 2024, for the sale and removal of approximately 90,000 tons of asphalt millings from city property. Three vendors submitted proposals. Texas Materials Group, Inc. proposed the highest purchase price, with a unit purchase price of $3.02 per ton for a total purchase price of $271,800.

Full payment of the lump sum total based on the estimated quantity will be due upon notice of award. Awarded vendor will be responsible for submitting certified weight tickets for every truckload. Once all material has been removed, any difference between the estimated quantity and the actual quantity will be settled between the vendor and the City by means of additional payment to the City or returned funds to the vendor.

The vendor is responsible for removal and transport of the material.

Budget & Financial Summary: Funds received from the sale will go towards the Roadway Maintenance Fund.

Attachments:
1. Bid Tabulation 24-037
2. 24300445 Texas Materials Group Inc

CITY OF COLLEGE STATION - PURCHASING DIVISION
TABULATION for ITB #24-037
"SALE AND REMOVAL OF ASPHALT MILLINGS "
Open Date: Tuesday, April 2, 2024 @ 2:00 p.m.

				BPI Materials, LLC (Bryan, TX)	Larry Young Paving, Inc. (College Station, TX)	Texas Materials Group Inc. (Navasota, TX)
Item	**Description**	**Estimated Quantity**	**UOM**	**Unit Purchase Price**	**Unit Purchase Price**	**Unit Purchase Price**
1	Purchase and Removal of Asphalt Millings from City Property	90,000	TON	$2.15	$1.35	$3.02
	Total Purchase Price			$193,500.00	$121,500.00	$271,800.00
	Bid Certification			Y	Y	Y
	Addendum Acknowledged			Y	Y	Y
	Notes/Exceptions			N	N	N

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300445 PROJECT #: N/A BID/RFP/RFQ#: 24-037

Project Name / Contract Description: Sale and Removal of Asphalt Millings

Name of Contractor: Texas Materials Group, Inc.

CONTRACT TOTAL VALUE: $ 271,800 **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)

On April 2, 2024 bids were solicited for the Sale and Removal of approximately 90,000 tons of Asphalt Millings. Three (3) bids were received and Texas Materials Group Inc. had the highest firm fixed price offer. Sale is as-is with all faults and no warranties implied or expressed. Bidder is responsible for all labor and equipment to remove asphalt millings from the site. Full payment of the lump sum total based on the estimated quantity will be due upon notice of award.

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 5/13/24 **Agenda Item No*:** 2024-4630

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher — 4/19/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

John R. Haislet — 4/19/2024
ASST CITY MGR – CFO — DATE

[signature] — 4/19/2024
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
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www.cstx.gov

ADDENDUM # 1
BID # 24-037

Date: March 15, 2024

To: All Interested Parties

From: Josie Urrutia, Buyer

Re: **Bid # 24-037 Sale and Removal of Asphalt Milling**

The following additions, deletions, or clarifications to Bid # 24-037 are hereby made a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

VENDOR QUESTIONS:

Question 1. What measurement method was used to come up with a total tonnage of 90,000 tons?

A: The cubic meter volume of the pile was determined using a Laser Technology Inc TruPulse 360 R GPS Rangefinder with LaserSoft MapSmart software (performed a volume by azimuth calculation) 558 points taken resulting in a volume of 48,209.28 m^3 , and a basal area of 4,643.74 m^2.

Initial volume calculation: 48,209.28 m^3 converted to cubic yards 1m^3 = 1.30765 y^3.

48,209.28 m^3 * 1.30765 y^3 = 63, 055.357633 y^3

Cubic yards converted to tons 1y^3 = 1.9 tons = 63, 055.357633 y^3 * 1.9 = 119,805.1795027 tons

Note: Industry standard for milling is 1.4 tons per cubic yard, however compaction is not taken into account. The previous sale utilized a 1.9 ton ratio and staff has continued this practice.

Question 2. Can you confirm how long the winning firm will have to remove the material? The proposal seems to indicate 14 days, however, that seems incredibly aggressive and likely unachievable.

A: Awarded firm will have up to 90 business days to remove milling pile.

Question 3. Specifications say all removal must be complete within 15 calendar days of payment. If the tonnage is indeed 90,000 tons, that would be removing 7000-8000 tons a day which would be very difficult to do safely. Could this be amended to 45 calendar days??

A: Awarded firm will have up to 90 business days to remove milling pile.

Attachment:
mill_volume.pdf

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

Receipt of this Addendum No. 1 is hereby acknowledged

Authorized Signature

4/2/24
Date

Texas Materials Group
Company Name

File name: mill

Volume: -48209.28 m^3

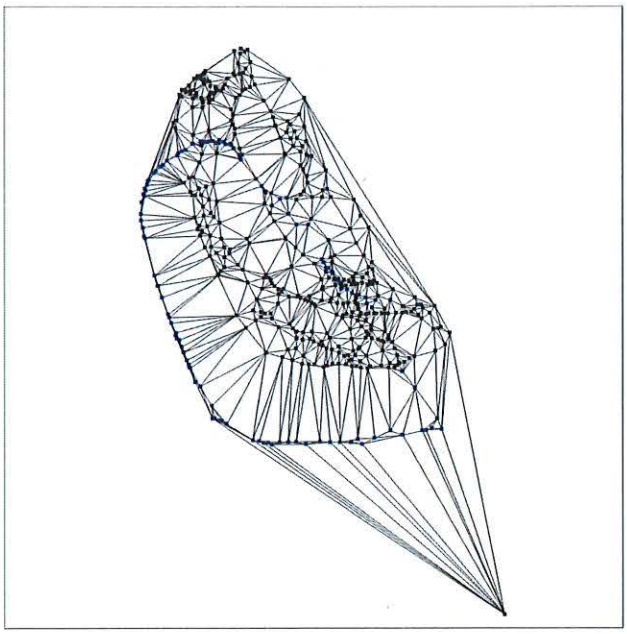
Weight: -0.00 kg

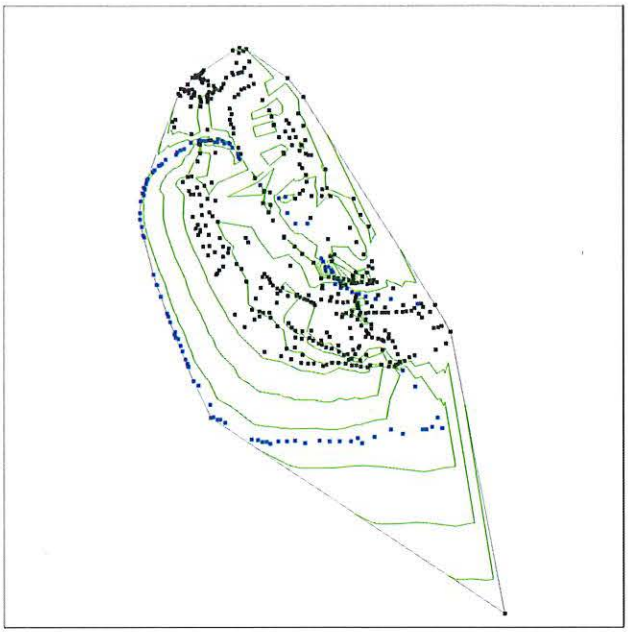
Material type:

Method: Volume with Azimuth

Units: Meters

Note:





Point	X	Y	Z	Note
1	0.00	0.00	0.00	Origin
2	-2.67	4.01	-1.84	Base
3	-12.94	17.80	-0.81	Base
4	-35.50	47.12	0.84	Base
5	-35.51	48.34	1.18	Base
6	-9.24	13.05	-1.31	Base
7	-1.44	0.88	-1.75	Base
8	-4.40	1.18	-1.67	Base
9	-6.08	0.54	-1.61	Base
10	-12.93	-0.90	-1.61	Base
11	-21.19	-1.74	-1.76	Base
12	-7.11	0.39	-1.54	Base
13	-59.88	-11.64	-1.67	Traverse
14	-57.37	-2.40	-3.74	Base
15	-55.48	-2.70	-3.82	Base
16	-54.25	-3.30	-3.84	Base
17	-52.94	-3.28	-3.91	Base
18	-51.87	-3.72	-3.95	Base
19	-49.51	-3.03	-3.99	Base
20	-46.92	-2.97	-4.03	Base
21	-44.47	-2.92	-3.97	Base
22	-41.63	-3.63	-3.95	Base
23	-37.43	-2.79	-3.99	Base
24	-34.35	-3.00	-4.01	Base
25	-31.42	-2.99	-4.04	Base
26	-28.19	-2.97	-4.01	Base
27	-24.84	-3.55	-4.12	Base
28	-26.22	-2.05	-3.27	Base
29	-16.52	0.38	-3.51	Base
30	-69.35	4.00	-2.91	Base
31	-68.68	4.17	-2.80	Base
32	-67.45	3.35	-2.73	Base
33	-66.76	3.46	-2.75	Base
34	-65.13	2.41	-2.67	Base
35	-76.29	11.54	-2.17	Traverse
36	-69.66	7.71	-5.01	Base
37	-73.18	13.49	-4.28	Base
38	-74.61	14.72	-5.03	Base
39	-76.45	19.95	-5.24	Base
40	-76.14	19.13	-5.20	Base
41	-75.95	18.92	-5.17	Base
42	-77.00	21.22	-5.07	Base

Point	X	Y	Z	Note
43	-77.77	23.61	-5.10	Base
44	-78.37	25.17	-5.10	Base
45	-79.12	27.12	-4.93	Base
46	-80.10	29.31	-4.84	Base
47	-80.19	28.42	-5.17	Base
48	-79.88	27.59	-4.95	Base
49	-81.58	32.14	-5.02	Base
50	-82.05	33.80	-4.89	Base
51	-82.48	34.64	-4.81	Base
52	-84.25	39.66	-4.77	Base
53	-86.50	46.01	-4.81	Base
54	-85.48	43.17	-4.69	Base
55	-89.59	57.64	-4.35	Base
56	-85.32	43.23	-4.63	Base
57	-92.97	62.88	-4.37	Traverse
58	-88.55	73.88	-5.93	Base
59	-89.34	71.81	-5.93	Base
60	-89.77	70.11	-6.18	Base
61	-90.30	67.73	-6.23	Base
62	-90.57	64.16	-6.35	Base
63	-90.53	62.37	-6.35	Base
64	-90.01	60.22	-6.50	Base
65	-89.24	57.18	-6.50	Base
66	-88.47	73.84	-5.97	Traverse
67	-89.37	69.54	-8.14	Base
68	-89.09	71.11	-8.02	Base
69	-88.75	72.78	-7.76	Base
70	-88.54	73.84	-7.67	Base
71	-88.10	74.26	-7.30	Base
72	-86.58	76.38	-7.39	Base
73	-84.55	78.39	-6.80	Traverse
74	-83.83	78.76	-8.31	Base
75	-84.43	78.34	-8.29	Base
76	-84.75	78.09	-8.55	Base
77	-86.04	76.89	-8.64	Base
78	-82.79	80.02	-8.28	Base
79	-79.23	81.49	-7.98	Traverse
80	-79.68	81.50	-9.27	Base
81	-79.39	82.27	-9.38	Base
82	-78.45	82.67	-9.75	Base
83	-77.31	83.12	-9.92	Base
84	-72.85	84.62	-10.55	Base

Point	X	Y	Z	Note
85	-69.91	85.82	-11.07	Traverse
86	-63.69	84.58	-13.01	Base
87	-65.37	84.83	-13.13	Base
88	-67.39	85.14	-12.84	Base
89	-68.13	85.18	-12.87	Base
90	-69.32	85.67	-12.72	Base
91	-69.86	85.72	-12.56	Base
92	-70.83	85.42	-12.54	Base
93	-72.03	85.56	-13.04	Base
94	-72.94	85.62	-13.10	Base
95	-75.36	84.88	-12.94	Base
96	-63.47	85.08	-13.25	Traverse
97	-61.19	80.67	-14.94	Base
98	-63.03	83.45	-15.01	Base
99	-63.68	84.59	-14.72	Base
100	-64.17	84.90	-14.83	Base
101	-66.02	85.54	-15.26	Base
102	-67.25	85.97	-15.06	Base
103	-61.32	81.72	-14.17	Base
104	-60.88	80.25	-14.90	Base
105	-49.43	75.54	-14.94	Traverse
106	-53.63	70.80	-16.41	Base
107	-54.68	72.44	-16.56	Base
108	-49.24	68.61	-16.49	Base
109	-47.23	68.92	-16.06	Base
110	-33.22	65.80	-17.30	Traverse
111	-33.74	47.10	-19.66	Base
112	-44.32	61.17	-19.10	Base
113	-46.67	64.22	-19.00	Base
114	-33.61	46.79	-19.59	Base
115	-40.86	61.11	-18.72	Base
116	-33.41	47.00	-19.74	Traverse
117	-34.80	48.20	-21.25	Base
118	-36.17	50.01	-21.22	Base
119	-36.73	50.90	-21.13	Base
120	-34.89	48.30	-21.43	Base
121	-33.92	47.29	-21.28	Base
122	-33.73	47.07	-21.19	Base
123	-33.56	46.75	-21.20	Base
124	-32.89	45.07	-21.38	Base
125	-30.96	43.88	-20.80	Base
126	-30.99	43.86	-20.84	Base

Point	X	Y	Z	Note
127	-31.42	44.08	-20.93	Base
128	-32.01	44.77	-20.83	Base
129	-28.82	42.70	-20.66	Traverse
130	-32.84	43.30	-22.24	Base
131	-31.11	42.21	-22.30	Base
132	-29.37	42.12	-22.05	Base
133	-27.82	40.96	-22.47	Base
134	-25.78	40.40	-22.41	Base
135	-23.77	39.73	-22.44	Base
136	-20.79	38.94	-22.72	Base
137	-8.56	37.46	-22.95	Base
138	-16.48	38.93	-22.76	Base
139	-26.48	40.44	-22.43	Base
140	-3.42	37.16	-21.84	Pile
141	-6.85	36.61	-21.35	Pile
142	-9.41	36.13	-20.83	Pile
143	-10.49	35.52	-20.54	Pile
144	-11.86	35.36	-20.32	Pile
145	-12.97	35.14	-20.08	Pile
146	-14.81	35.09	-19.90	Pile
147	-17.11	34.98	-19.71	Pile
148	-18.06	34.88	-19.59	Pile
149	-18.35	34.84	-19.50	Pile
150	-19.08	34.90	-19.45	Pile
151	-20.65	34.97	-19.33	Pile
152	-21.35	34.88	-19.17	Pile
153	-22.90	34.87	-19.25	Pile
154	-23.78	34.81	-19.05	Pile
155	-25.25	34.85	-18.96	Pile
156	-16.95	18.89	-12.41	Pile
157	-16.64	20.26	-13.35	Pile
158	-15.08	19.56	-13.39	Pile
159	-14.49	19.77	-13.86	Pile
160	-13.87	20.37	-14.45	Pile
161	-12.51	20.66	-15.03	Pile
162	-18.77	23.87	-15.44	Pile
163	-23.62	22.44	-14.32	Pile
164	-25.51	20.78	-12.78	Pile
165	-28.00	21.32	-12.73	Pile
166	-30.13	22.43	-12.99	Pile
167	-31.76	23.31	-13.11	Pile
168	-33.92	24.20	-13.13	Pile

Point	X	Y	Z	Note
169	-35.40	24.74	-13.00	Pile
170	-36.65	25.45	-13.07	Pile
171	-37.61	25.81	-13.03	Pile
172	-39.17	26.65	-13.17	Pile
173	-40.27	27.40	-13.20	Pile
174	-42.39	29.33	-13.58	Pile
175	-44.24	29.68	-13.45	Pile
176	-45.43	30.50	-13.45	Pile
177	-46.43	31.75	-13.77	Pile
178	-38.69	37.14	-17.17	Pile
179	-38.96	37.73	-17.40	Pile
180	-39.82	37.94	-17.26	Pile
181	-40.79	38.51	-17.16	Pile
182	-41.84	38.87	-16.96	Pile
183	-43.00	39.40	-16.79	Pile
184	-44.03	39.91	-16.66	Pile
185	-43.68	40.24	-17.09	Pile
186	-36.52	42.00	-19.04	Pile
187	-48.16	42.16	-16.04	Pile
188	-36.47	42.76	-19.18	Pile
189	-36.60	42.12	-19.31	Pile
190	-40.56	40.02	-18.18	Pile
191	-36.76	38.82	-18.97	Pile
192	-34.33	38.34	-19.59	Pile
193	-32.16	38.09	-20.07	Pile
194	-30.47	37.93	-20.45	Pile
195	-29.19	37.94	-20.70	Pile
196	-26.87	38.21	-21.29	Pile
197	-23.40	37.88	-21.96	Pile
198	-26.65	39.30	-21.88	Pile
199	-12.76	37.11	-21.60	Pile
200	-18.14	36.41	-20.90	Pile
201	-31.88	40.32	-21.61	Pile
202	-33.85	39.47	-20.53	Pile
203	-45.77	48.60	-19.65	Pile
204	-2.60	32.90	-21.89	Traverse
205	-4.84	35.14	-23.61	Pile
206	-7.41	37.57	-23.49	Pile
207	-9.35	39.68	-23.09	Pile
208	-41.09	73.32	-17.70	Pile
209	-47.86	81.95	-16.43	Pile
210	-50.83	90.17	-17.94	Pile

Point	X	Y	Z	Note
211	-52.05	94.41	-18.80	Pile
212	-42.52	84.18	-20.69	Pile
213	-34.07	69.11	-20.71	Pile
214	-28.33	59.83	-20.57	Pile
215	-26.62	55.61	-20.83	Pile
216	-42.17	70.85	-17.98	Pile
217	-44.32	68.40	-17.40	Pile
218	-39.89	62.77	-17.70	Pile
219	-34.72	56.49	-18.90	Pile
220	-22.58	44.25	-21.35	Pile
221	-27.39	45.48	-19.02	Pile
222	-28.74	44.43	-17.40	Pile
223	-26.53	39.89	-17.54	Pile
224	-21.92	36.69	-18.85	Pile
225	-25.97	36.18	-16.20	Pile
226	-27.76	35.23	-14.76	Pile
227	-25.54	34.26	-16.23	Pile
228	-23.87	32.97	-17.20	Pile
229	-22.18	31.49	-18.61	Pile
230	-22.20	30.14	-18.93	Pile
231	-18.14	29.68	-20.30	Pile
232	-17.01	28.52	-21.31	Pile
233	-9.57	22.24	-25.07	Pile
234	-13.73	20.22	-24.55	Pile
235	-14.50	22.58	-23.63	Pile
236	-15.13	24.69	-23.25	Pile
237	-15.94	26.50	-22.41	Pile
238	-17.13	27.29	-21.63	Pile
239	-17.07	27.40	-21.63	Pile
240	-7.31	33.49	-23.99	Pile
241	-8.15	34.56	-23.95	Pile
242	-23.49	46.62	-21.78	Pile
243	-20.14	40.13	-21.33	Pile
244	-34.07	51.44	-16.47	Pile
245	-43.03	69.95	-18.17	Pile
246	-39.58	69.24	-18.40	Pile
247	-24.41	51.99	-21.38	Pile
248	-15.71	42.08	-22.72	Pile
249	-10.92	21.77	-24.81	Pile
250	-3.75	30.41	-24.40	Pile
251	-2.46	30.45	-24.45	Pile
252	-1.60	30.88	-24.22	Pile

Point	X	Y	Z	Note
253	1.00	29.18	-24.26	Pile
254	-0.34	25.69	-25.02	Pile
255	-3.22	23.93	-25.15	Pile
256	-19.95	5.65	-26.76	Traverse
257	-15.42	18.89	-27.53	Pile
258	-19.26	19.43	-27.14	Pile
259	-18.43	26.40	-24.41	Pile
260	-19.07	26.82	-23.06	Pile
261	-20.18	27.26	-22.19	Pile
262	-21.87	27.55	-22.02	Pile
263	-22.80	28.50	-21.26	Pile
264	-23.26	28.89	-20.97	Pile
265	-23.61	29.53	-20.78	Pile
266	-24.99	31.08	-19.68	Pile
267	-26.23	32.83	-18.62	Pile
268	-27.94	34.06	-17.44	Pile
269	-29.51	34.72	-16.60	Pile
270	-30.51	34.35	-16.85	Pile
271	-32.41	34.56	-17.33	Pile
272	-30.83	33.70	-17.60	Pile
273	-28.40	30.31	-20.18	Pile
274	-25.67	24.93	-24.50	Pile
275	-22.55	19.41	-27.60	Pile
276	-23.33	18.81	-27.83	Pile
277	-25.23	18.91	-28.15	Pile
278	-26.50	19.25	-27.86	Pile
279	-27.78	19.37	-27.81	Pile
280	-29.62	19.87	-27.62	Pile
281	-31.78	20.00	-27.55	Pile
282	-33.75	19.98	-27.74	Pile
283	-35.32	19.48	-28.27	Pile
284	-36.25	19.13	-28.77	Pile
285	-38.99	19.89	-28.46	Pile
286	-40.72	19.87	-28.49	Pile
287	-42.74	20.11	-28.48	Pile
288	-45.61	21.19	-28.15	Pile
289	-53.54	23.43	-27.99	Pile
290	-48.60	22.05	-27.55	Pile
291	-46.97	24.22	-26.17	Pile
292	-44.44	24.57	-25.20	Pile
293	-44.35	27.61	-23.75	Pile
294	-39.65	29.55	-21.52	Pile

Point	X	Y	Z	Note
295	-34.36	27.83	-21.78	Pile
296	-27.47	23.97	-24.37	Pile
297	-25.94	24.53	-24.40	Pile
298	-26.94	22.60	-25.65	Pile
299	-29.04	22.60	-25.61	Pile
300	-28.83	20.96	-26.92	Pile
301	-42.32	22.50	-26.87	Pile
302	-42.46	27.23	-23.54	Pile
303	-36.80	26.75	-23.22	Pile
304	-31.79	25.11	-24.01	Pile
305	-35.23	29.08	-21.31	Pile
306	-27.92	27.43	-22.37	Pile
307	-23.73	27.73	-22.04	Pile
308	-66.11	24.86	-28.39	Traverse
309	-59.35	30.79	-29.47	Pile
310	-56.48	32.94	-28.01	Pile
311	-54.96	33.77	-26.96	Pile
312	-49.85	37.84	-22.73	Pile
313	-46.43	39.86	-20.28	Pile
314	-49.71	40.54	-21.04	Pile
315	-48.73	41.30	-20.04	Pile
316	-49.61	42.07	-19.84	Pile
317	-50.85	42.99	-19.75	Pile
318	-51.62	43.75	-19.75	Pile
319	-52.09	44.75	-19.45	Pile
320	-52.75	45.45	-19.72	Pile
321	-53.46	46.35	-19.62	Pile
322	-54.05	45.34	-20.52	Pile
323	-54.64	42.26	-22.16	Pile
324	-56.13	39.13	-24.32	Pile
325	-57.20	35.83	-26.68	Pile
326	-54.92	35.23	-26.15	Pile
327	-53.82	34.92	-25.69	Pile
328	-51.99	34.90	-25.24	Pile
329	-51.62	33.50	-26.13	Pile
330	-49.67	30.95	-27.36	Pile
331	-62.23	34.39	-29.45	Pile
332	-72.17	66.37	-26.77	Pile
333	-75.05	75.03	-26.49	Pile
334	-76.19	74.84	-27.29	Pile
335	-72.33	42.81	-29.65	Traverse
336	-67.72	46.10	-30.84	Pile

Point	X	Y	Z	Note
337	-66.83	47.30	-30.12	Pile
338	-65.79	48.47	-29.18	Pile
339	-65.70	51.39	-28.24	Pile
340	-65.74	54.27	-27.39	Pile
341	-66.74	56.92	-27.01	Pile
342	-67.29	61.61	-26.02	Pile
343	-69.08	73.15	-24.61	Pile
344	-71.35	72.26	-26.38	Pile
345	-73.54	71.70	-27.83	Pile
346	-75.24	69.66	-29.54	Pile
347	-77.66	73.36	-30.48	Pile
348	-72.52	58.81	-30.82	Pile
349	-71.56	54.35	-31.04	Pile
350	-70.10	51.69	-31.05	Pile
351	-58.88	44.11	-26.43	Pile
352	-60.30	47.82	-25.92	Pile
353	-61.73	49.15	-26.43	Pile
354	-67.50	46.37	-30.48	Pile
355	-68.07	52.61	-29.52	Pile
356	-69.79	54.54	-29.80	Pile
357	-70.04	57.91	-29.22	Pile
358	-70.99	60.62	-29.00	Pile
359	-71.93	63.67	-28.84	Pile
360	-72.50	59.21	-30.50	Pile
361	-73.11	57.78	-30.94	Pile
362	-73.36	60.68	-30.53	Pile
363	-73.90	59.73	-30.99	Pile
364	-74.67	63.07	-30.80	Pile
365	-75.84	70.60	-29.86	Pile
366	-74.63	69.70	-29.07	Pile
367	-72.70	69.75	-28.18	Pile
368	-70.35	68.52	-26.76	Pile
369	-68.93	63.31	-27.05	Pile
370	-64.11	53.84	-27.51	Pile
371	-64.26	52.50	-26.94	Pile
372	-58.92	56.89	-21.94	Pile
373	-58.33	55.55	-22.01	Pile
374	-85.18	90.11	-30.15	Traverse
375	-79.01	99.21	-30.37	Pile
376	-78.32	98.66	-29.64	Pile
377	-76.36	100.15	-28.73	Pile
378	-75.82	99.50	-28.10	Pile

Point	X	Y	Z	Note
379	-74.19	99.73	-27.20	Pile
380	-74.15	98.66	-26.73	Pile
381	-72.79	98.28	-25.83	Pile
382	-72.39	97.55	-25.39	Pile
383	-72.19	96.87	-24.98	Pile
384	-72.37	95.49	-25.01	Pile
385	-79.85	91.79	-30.27	Pile
386	-80.84	91.24	-31.01	Pile
387	-80.31	89.54	-30.78	Pile
388	-70.34	88.89	-24.52	Pile
389	-75.12	87.56	-28.05	Pile
390	-69.41	85.71	-24.76	Pile
391	-72.63	84.34	-27.34	Pile
392	-68.02	82.00	-25.00	Pile
393	-72.49	81.81	-27.95	Pile
394	-73.35	79.42	-29.18	Pile
395	-68.02	67.99	-29.68	Pile
396	-69.74	64.41	-32.07	Pile
397	-78.37	100.58	-30.13	Traverse
398	-78.20	100.62	-31.41	Pile
399	-77.11	99.99	-30.73	Pile
400	-74.61	99.12	-29.14	Pile
401	-70.40	96.95	-25.79	Pile
402	-70.09	97.33	-25.65	Pile
403	-70.38	97.97	-26.01	Pile
404	-70.45	98.53	-26.21	Pile
405	-70.13	98.98	-26.20	Pile
406	-69.75	99.77	-26.27	Pile
407	-67.74	100.49	-25.51	Pile
408	-68.09	100.91	-25.96	Pile
409	-68.54	101.65	-26.55	Pile
410	-70.07	101.90	-27.40	Pile
411	-70.14	103.04	-27.91	Pile
412	-71.99	102.91	-28.96	Pile
413	-72.40	103.61	-29.49	Pile
414	-72.89	104.02	-30.00	Pile
415	-73.49	104.55	-30.50	Pile
416	-73.77	104.73	-30.76	Pile
417	-74.70	103.98	-30.90	Pile
418	-76.16	102.06	-31.09	Pile
419	-77.34	100.45	-30.98	Pile
420	-75.81	100.36	-30.24	Pile

Point	X	Y	Z	Note
421	-74.88	100.61	-29.78	Pile
422	-75.14	98.19	-29.41	Pile
423	-75.37	95.58	-29.20	Pile
424	-73.79	105.57	-31.15	Traverse
425	-73.62	104.76	-32.21	Pile
426	-74.04	104.02	-32.31	Pile
427	-73.00	104.68	-31.85	Pile
428	-72.77	104.98	-31.88	Pile
429	-72.13	105.28	-31.93	Pile
430	-64.76	103.95	-28.19	Pile
431	-65.56	102.18	-27.54	Pile
432	-66.12	101.02	-27.13	Pile
433	-66.59	100.27	-26.94	Pile
434	-71.63	103.73	-31.06	Pile
435	-71.29	103.31	-30.72	Pile
436	-68.50	99.78	-27.66	Pile
437	-68.91	99.35	-27.80	Pile
438	-69.25	97.78	-27.30	Pile
439	-71.85	102.46	-30.65	Pile
440	-71.79	105.58	-31.93	Pile
441	-71.43	106.13	-32.30	Pile
442	-60.49	115.02	-34.73	Traverse
443	-59.78	111.93	-34.84	Pile
444	-57.95	108.79	-33.29	Pile
445	-57.55	104.58	-31.13	Pile
446	-59.31	106.91	-31.76	Pile
447	-60.05	105.74	-30.80	Pile
448	-60.79	105.42	-30.30	Pile
449	-61.45	105.37	-30.27	Pile
450	-63.09	105.52	-30.56	Pile
451	-62.71	104.85	-29.89	Pile
452	-61.72	108.39	-32.44	Pile
453	-61.02	111.33	-34.52	Pile
454	-60.77	112.87	-35.58	Pile
455	-58.86	112.51	-35.47	Pile
456	-62.82	112.02	-35.19	Pile
457	-41.08	109.05	-37.23	Traverse
458	-43.41	93.65	-35.09	Pile
459	-42.01	98.30	-38.20	Pile
460	-41.96	89.84	-34.47	Pile
461	-41.33	85.65	-32.88	Pile
462	-46.43	103.80	-37.95	Pile

Point	X	Y	Z	Note
463	-44.14	87.58	-32.12	Traverse
464	-27.23	68.40	-37.40	Pile
465	-35.46	77.01	-35.63	Pile
466	-39.67	81.29	-34.76	Pile
467	-41.20	81.66	-34.59	Pile
468	-43.03	82.61	-34.41	Pile
469	-43.02	78.57	-34.07	Pile
470	-42.35	77.41	-33.85	Pile
471	-41.17	75.49	-33.71	Pile
472	-31.05	43.38	-33.10	Pile
473	-27.99	43.44	-33.19	Pile
474	-27.65	45.71	-33.17	Pile
475	17.02	-53.76	-31.81	Pile
476	-23.20	43.27	-32.53	Pile
477	-21.71	43.57	-32.79	Pile
478	-20.58	43.82	-32.36	Pile
479	-21.80	47.94	-32.54	Pile
480	-21.97	49.94	-33.46	Pile
481	-35.22	71.56	-35.72	Pile
482	-36.36	71.12	-34.43	Pile
483	-36.69	69.14	-33.35	Pile
484	-22.79	60.16	-36.82	Pile
485	-25.18	63.66	-38.11	Pile
486	-44.15	86.59	-34.00	Pile
487	-45.32	84.22	-34.20	Pile
488	-44.89	88.60	-34.17	Pile
489	-46.85	91.63	-34.13	Pile
490	-53.95	97.39	-34.57	Pile
491	-56.54	102.16	-34.16	Pile
492	-58.12	101.51	-34.24	Pile
493	-59.43	100.83	-34.28	Pile
494	-60.25	100.49	-34.21	Pile
495	-61.22	99.15	-34.35	Pile
496	-62.35	98.31	-34.24	Pile
497	-63.69	95.09	-34.16	Pile
498	-63.14	93.32	-34.11	Pile
499	-63.66	91.70	-34.15	Pile
500	-63.47	90.47	-34.12	Pile
501	-62.70	89.34	-34.08	Pile
502	-62.58	87.71	-34.10	Pile
503	-61.19	83.46	-34.06	Pile
504	-60.47	81.73	-33.98	Pile

Point	X	Y	Z	Note
505	-49.17	86.68	-34.02	Pile
506	-47.34	88.19	-34.16	Pile
507	-50.48	90.20	-34.06	Pile
508	-51.38	92.72	-34.17	Pile
509	-46.10	90.57	-34.18	Pile
510	-45.90	86.50	-34.20	Pile
511	-47.57	81.61	-33.93	Pile
512	-51.92	70.26	-33.58	Pile
513	-40.42	81.29	-34.69	Pile
514	-57.08	76.01	-33.86	Traverse
515	-56.22	74.59	-35.80	Pile
516	-53.57	70.48	-35.78	Pile
517	-51.57	66.58	-35.72	Pile
518	-44.51	54.42	-35.58	Pile
519	-36.82	45.06	-35.33	Pile
520	-34.53	45.43	-35.49	Pile
521	-31.85	44.97	-35.41	Pile
522	-33.71	49.97	-35.40	Pile
523	-33.04	51.97	-35.31	Pile
524	-29.74	43.08	-34.73	Pile
525	-26.20	43.70	-34.67	Pile
526	-22.71	43.51	-34.28	Pile
527	-21.43	44.47	-34.53	Pile
528	-22.87	48.51	-34.74	Pile
529	-53.88	67.12	-35.30	Pile
530	-52.29	64.39	-35.24	Pile
531	-50.95	62.12	-35.13	Pile
532	-47.57	56.86	-35.11	Pile
533	-47.65	57.26	-35.20	Pile
534	-42.33	52.23	-35.49	Pile
535	-39.01	49.62	-35.53	Pile
536	-33.18	45.20	-35.45	Pile
537	-27.22	44.11	-34.89	Traverse
538	-24.83	43.95	-36.63	Pile
539	-24.64	45.53	-36.88	Pile
540	-26.68	46.57	-37.02	Pile
541	-27.45	44.69	-36.76	Pile
542	-26.93	43.61	-36.21	Pile
543	-26.40	37.86	-40.34	Pile
544	-26.18	37.03	-40.87	Pile
545	-23.80	32.62	-44.43	Pile
546	-30.82	42.76	-36.83	Pile

Point	X	Y	Z	Note
547	-30.27	44.81	-37.18	Pile

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SPECIFICATIONS FOR
THE SALE AND REMOVAL OF APPROXIMATELY
90,000 TONS OF ASPHALT MILLING
BID #24-037

BID OPENING DATE: APRIL 2, 2024 @ 2:00 P.M. CT

INTRODUCTION

Bids are solicited for the sale and removal of approximately 90,000 tons of asphalt milling with the following definitions, terms, and conditions of bidding. Should this bid contain the City's standard contract terms, conditions, and insurance requirements, they will be attached as Exhibit A.

Electronic response packages, in the format prescribed herein, shall be uploaded to Brazos Valley e-Marketplace **("Bidding System") until 2:00 p.m. CT on Tuesday, April 2, 2024**. Bidders are solely responsible for ensuring bids are uploaded to the Bidding System prior to the stated deadline. Proposals received after the stated deadline will not be accepted. Click here for an online response tutorial.

The City will provide bidders a chance to view the asphalt milling site on **Friday, March 15, 2024 at 10:00 a.m. CT by RSVP only**. All RSVPs must be sent to Josie Urrutia, Buyer, at jurrutia@cstx.gov no later than **Thursday, March 14, 2024, by 10:00 a.m. CT. Bidders failing to RSVP will not be allowed on the premises**.

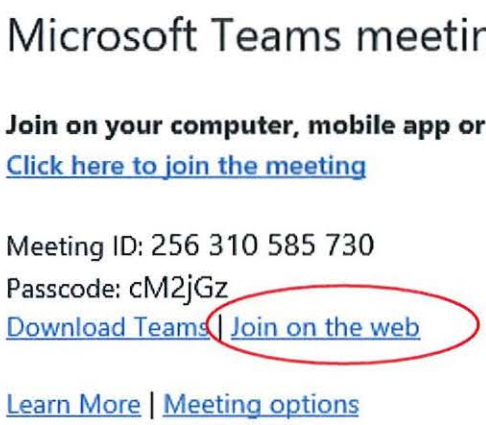
Questions and inquiries about this bid shall be submitted in writing via the Q&A feature available through the Brazos Valley e-Marketplace ("bidding system") at https://brazosbid.ionwave.net . **The deadline for written questions is Tuesday, March 26, 2024 at 2:00 p.m. CT.**

NOTE: Solicitation opportunities are posted on the Brazos Valley e-Marketplace **("Bidding System")**. Some solicitations, but not all, are conducive to receipt of response packages via the Bidding System. Uploaded responses are encrypted and remain effectively locked until the due date and time. To download solicitation documents, upload proposals and to submit questions online, vendors must be

registered with the **Bidding System**. To register, please visit the Brazos Valley e-Marketplace website and click on ***Supplier Registration***. (Please note that the City of College Station is not responsible for high internet traffic/demand at or near the time the response packages are due and that firms submitting their response package during peak traffic times risk their submittal not being received by the due date and time.

MICROSOFT TEAMS MEETING INSTRUCTIONS

Scheduled solicitation meetings will be accessible to the public via Microsoft Teams (Teams) meeting. Attendees are not required to download the Teams application to participate. Participants, who either have not downloaded the application or do not have a Teams account, may join meetings through their web browser by clicking on the meeting hyperlinks. When the launch page opens, click on the "join from your browser" link. Participants may also join Teams meetings via telephone.



MICROSOFT TEAMS MEETING ACCESS INFORMATION

Bid Opening 24-037 Sale and Removal of Asphalt Millings
Tuesday, April 2, 2024, at 2:00 p.m. CST

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Meeting ID: 259 068 160 299
Passcode: Z8ZDNG

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DEFINITIONS, TERMS AND CONDITIONS

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of College Station Purchasing Services Division, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:
BID vs. PROPOSAL – For the purpose of this ITB, the terms "Bid" and "Proposal" shall be equivalent.
CITY OF COLLEGE STATION – Same as City.
CITY COUNCIL – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.
CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
CONTRACTOR – The successful Bidder(s) of this bid request.
CITY – The government of the City of College Station, Texas.
NO-CONTACT PERIOD – The period of time from the date a bid is issued until a contract is executed. If the City withdraws the bid or rejects all bids with the stated intention to reissue the same or a similar bid for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.
OWNER - City of College Station
SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.
SUPPLIER – Same as Contractor.

Acceptance

Upon acceptance and approval by the City Council, or their designated official, this bid effects a working contract between the City and the successful bidder for the period designated. A City of College Station Purchase Order is required prior to the delivery of any goods or services provided to the City. All bids will remain subject to acceptance, for 90 days after the date of the Bid opening.

Receipt of Bids

Bid packages must be uploaded to the bidding system prior to the specified time and date to be accepted. Do not wait until the last minute to upload bid packages. Please allow no less than one (1) hour before the submission deadline to begin the upload process. Bid packages not submitted by the time the bidding system officially closes this RFP will not be accepted by any other means.

Addenda

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specification by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing Agent.

Addenda will be transmitted to all that are known to have received a copy of the bid documents and specifications. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda to check all avenues of document availability prior to the opening date and time. Bidder shall acknowledge receipt of all addenda.

Advertisement
The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.

Applicable Laws
All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of College Station. The laws of the state of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.

Assignments
It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.

Award of Contract
A contract may be awarded to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider, but is not necessarily limited to, the following factors:

a. Conformity to specifications;
b. the purchase price, including payment discount terms;
c. the reputation of the bidder and of the bidder's goods or services;
d. the quality of the bidder's goods or services;
e. the extent to which the goods or services meet the City's needs;
f. the bidder's past relationship with the City;
g. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
h. delivery terms;
i. payment terms;
j. availability of repair and maintenance parts;
k. financial condition;
l. products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
m. the total long-term cost to the City to acquire the bidder's goods or services; and
n. any relevant criteria specifically listed in this request for bid.

Although the cost of products to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

Bidder Conduct
To ensure a fair, equitable and competitive bid process for all participating Bidders, during the No-Contact Period Bidders and individual(s) acting on a Bidder's behalf are prohibited from

communicating with any City official, City employee or City agent other than the authorized contact person(s) in the Purchasing Division.

This prohibition expressly includes any communication with any City Official, City employee or City agent that is intended to or that is reasonably likely to:

a) advance the interests of the Bidder;
b) discredit the bid of another Bidder;
c) encourage the City to cancel the Bid process;
d) encourage the City to reject all of the bids received; or
e) directly or indirectly ask, influence or persuade any City official, City employee, City agent or City board, committee or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision or agenda item regarding the Bid.

Bidders may be disqualified and rejection of Bid may be recommended for violating this provision. Further, Bidders violating this section may be subject to the City's Vendor Suspension and Debarment Policy.

This provision does not prevent a Bidder from filing a formal bid protest in accordance with the City's policy and procedures, making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action or to a City Council committee convened to discuss a recommendation regarding the Bid. See Chapter 17 of the online Purchasing Policy Manual for details regarding Bid Protests.

Brand Names
Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."

Business Practices
Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Cancellation
The City reserves the right to cancel this contract or any portion thereof immediately should supplier's delivery or service be unsatisfactory or for suppliers failure to comply with terms stated in contract.

Certification
Certification of Bid form must be fully completed and submitted within bid packages. Bids lacking the required Certification of Bid form may be considered non-response and may be rejected.

Collusion
Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an

employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Communication
The City shall not be responsible for any verbal communication between any employee of the City and potential bidder(s). Only written specifications and price quotations will be considered.

Confidentiality
Public agencies in Texas are subject to the Public Information Act.

Delivery
All prices quoted shall be F.O.B. City of College Station. No freight or delivery charges will be accepted unless shown on bid.

Electronic Documents
Bidders may be supplied with the original documents in electronic form to aid in the preparation of bid(s). By accepting these electronic documents, Bidders agree not to edit or change the language or format of these documents. Submission of a proposal by Bidder signifies full agreement with this requirement.

Exceptions
The bidder will note any exceptions to the conditions of this bid on company letterhead. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Financial Condition
Contractor must provide audited financial statements, if requested, to the City.

Fiscal Funding
This contract includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

Forms
Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal. When discrepancies occur between words and figures, the words shall govern.

Indemnification
The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

Independent Contractor
Nothing in this bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

Insurance
Successful bidder agrees to provide proof of insurance meeting the City's requirements as detailed in Exhibit A.

Interlocal Agreement
Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of College Station.

Management
Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Notification
The City of College Station uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of College Station website or the City of College Station Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. City of College Station accepts no responsibility for the receipt or notifications of solicitations through any other source.

Payment Terms
Payment must be made in full at the City of College Station's, Accounting Dept. at 1101 Texas Ave., College Station, Texas, 77840, by Bank issued Cashier's Check or Postal Money Order made payable to City of College Station during office hours of Monday - Friday from 8:30am - 4:00 pm. Also be sure to bring a printed copy of your invoice and your Driver's License if dropping off payment. **Mail or deliver payment to: City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973** (Please do not send cash in the mail). **Payment must be received before removal of asphalt millings may begin.**

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. The City's decision to use the virtual card payment method will be discussed with the bidder recommended for award prior to the execution of an agreement or purchase order. The City may also choose by written agreement to use electronic funds transfers for payments. If so, vendors must complete an authorization form and submit it to our Accounts Payable Division. Forms may be requested from and submitted to Accounts Payable via email at vendorinvoiceentry@cstx.gov.

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.

Priority of Documents
In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the latter will take precedence.

Prompt Payment
Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid proposal form. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

Quantities
Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices bid.

Reimbursements
There is no expressed or implied obligation for the City of College Station to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the City of College Station will not reimburse responding firms for these expenses, nor will the City of College Station pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

Reservations
The City reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to reject any bid that does not fully respond to each specified item.

Samples
Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall upon request be returned at the bidder's expense.

Satisfaction
Acceptance of merchandise, work, or equipment provided shall be made by the City at the sole discretion of the City Council. All terms and conditions of the contract, and specifications must be satisfactorily met; including the submission to the City of any and all documentation as may be required before award recommendation will be submitted to City Council.

Severability
The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

Standard Contracts
Should this bid include any of the City's Standard Contracts (Attachment A), all bidders shall be required to thoroughly read and understand the terms, conditions and provisions in these documents. The successful bidder shall be responsible for compliance with these terms and conditions. In the event that this bid is awarded to your company, the executed contract and purchase order subsequently issued will become the official documents to supply product(s) or services(s) to City. All required Certificates

of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to City's standard contracts may cause bid to be considered non-responsive.

Tax Exempt
Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.

Title and Risk of Loss
Title and Risk of Loss of the goods shall not pass to the City until the City actually accepts and takes possession of the goods at the point or points of the delivery.

Unit Prices
Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The Owner reserves the right to award by item or by total bid. if there are discrepancies between unit prices and extension, the unit price will prevail.

Venue
Any resulting contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas

Withdrawal
Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal submitted to the Purchasing Agent in writing. Owner reserves the right to reject any and all bids by reason of this request.

Personal Interest
College Station City Charter Article XII: General Provision; Section 116. Members of the City Council and officers and employees of the City shall comply with state law pertaining to conflicts of interest of local government officials, including TEXAS LOCAL GOVERNMENT CODE, Chapter 171. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge expressed or implied of the person or corporation contracting with the City shall render the contract voidable by the City Council or City Manager.

Disclosure of Interested Parties
Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least $1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

For purposes of this section, the following definitions apply:

"Interested party" means a person who has a controlling interest in a business entity with whom the City contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker intermediary, advisor, or attorney for the business entity.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity

by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Intermediary," means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. Receives compensation from the business entity for the person's participation;
2. Communicates directly with the City on behalf of the business entity regarding the contract; and
3. Is not an employee of the business entity.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will electronically acknowledge the filed Form 1295 not later than the 30th day after the date the City receives the Form 1295 from the business entity. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website.

Pricing
Bid prices shall remain firm for a minimum of ninety (90) days. The City will consider all bids received. Bid(s) will be awarded based on the best interests of the City.

Payment Terms
Full payment of the lump sum total based on the estimated quantity will be due upon notice of award. Awarded vendor will be responsible for submitting certified weight tickets for every truckload. Once all material has been removed any difference between the estimated quantity and the actual quantity will be settled between the vendor and the City by means of additional payment to the City or returned funds to the vendor.

Sales Tax
Texas State Sales tax of 8.25% will be collected from ALL buyers taking possession of their purchases in the State of Texas with the exception of vehicles and equipment where titles are available.

All buyers who wish to claim TAX EXEMPT (farm use or non-profit) or RESALE must completely fill out the RESALE TAX CERTIFICATE portion at the bottom of every invoice in order for taxes to be legally removed. No taxes will be removed nor paid receipts issued unless this required information is received at the time of payment. NO EXCEPTIONS.

The City will provide bidders a chance to view the asphalt milling site on **Friday, March 15, 2024 at 10:00 a.m. CT by RSVP only**. All RSVPs must be sent to Josie Urrutia, Buyer, at jurrutia@cstx.gov no later than **Thursday, March 14, 2024, by 10:00 a.m. CT. Bidders failing to RSVP will not be allowed on the premises**.

Removal
Weekdays, Monday - Friday BY APPOINTMENT ONLY.
If items are not scheduled for removal within **15 business days from** acceptance of payment, the buyer forfeits monies paid, the property reverts to the City of College Station with no recourse and the item will be immediately resold.

a. Please bring a copy of your paid receipt and valid photo ID to the pickup location at the scheduled time.
b. Written authorization must be provided allowing a different person other than on the paid invoice to pick up.
c. There will be NO ASSISTANCE available for removal and transportation of item.
d. Removal is the successful bidders' responsibility and at the successful bidder's sole risk and sole liability.
e. Successful bidder shall be onsite no more than two weeks for removal, loading and transport of the bid item.
f. Bid response shall include detailed timeline, work plan, equipment, and qualifications for removal, loading, and off-site transportation of this item. All work performed by successful bidder is at successful bidder's sole cost, sole risk, and sole liability.
g. Bidder warrants to the City of College Station that the Bidder is qualified to perform removal, loading, and transportation of this item.
h. All items sold as is - no warranty, actual nor implied.

Brief Description: The City of College Station Public Works Department is requesting bids for the sale and removal of approximately 90,000 tons of asphalt milling. Sale is as-is with all faults and no warranties implied or expressed. The successful bidder is responsible for all labor and equipment to remove asphalt millings from the site. The asphalt milling pile is located South of Stephen C. Beachy Central Park, 1000 Krenek Tap Rd, College Station, TX, 77842. Access to this site is off of Texas 6 Frontage South of the park.

Background: The Streets Division of Public Works has collected street millings from various streets projects. Public Works would like to remove approximately half of the current inventory, or 90,000 tons.

See Site images are provided in Exhibit B.

As-Is Condition

Bidder/Buyer acknowledges that CITY ("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 (other than warranties of title to the structure as provided and limited herein). Bidder/Buyer expressly agrees that to the maximum extent permitted by law, the property is conveyed "as is" and "with all faults", and CITY expressly disclaims, and Bidder/Buyer acknowledges and accepts that seller 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, weight, specifications, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose, of the property and (ii) the manner of repair, quality of repair, state of repair or lack of repair of the property. By Bidder/buyer's submittal of a bid and entering into this bid contract, Bidder/Buyer represents that it has made (i) all inspections of the property to determine its value and condition deemed necessary or appropriate by Bidder/Buyer, including, without limitation, hazardous waste, and other hazardous materials.

NO WARRANTIES OR GUARANTIES

ANY OFFER PRESENTED TO CITY MUST BE BASED ON THE BIDDER'S OWN INSPECTION AND INVESTIGATION OF THE PROPERTY AND NOT ON ANY STATEMENTS MADE BY CITY OR CITY EMPLOYEES. CITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY.

QUOTATION

The City of College Station reserves the right to award or reject bid(s) received. Award or rejection will be made by the City in its sole discretion as deemed most advantageous to the City.

Sealed bids shall be submitted in strict accordance with the procedures, terms and conditions contained in Bid No. 24-037.

Bidder hereby offers and agrees, if this bid is accepted, to purchase the property identified herein for the firm fixed price entered below. Sales tax will be added at the time of invoicing.

Item	Description	Estimated Quantity	UOM	Unit Purchase Price	Total Purchase Price
1	Purchase and Removal of Asphalt Millings from City Property	90,000	TON	$ 3.02	$ 271,800.00

FOB: College Station, TX

REMOVAL DATE: 15 (calendar days after payment)

Bidder shall acknowledge receipt of all addenda. 1 - 3/15/24 KL

Signed By: _____

Title: Area Manager

Typed Name: Kyle Lewis

Company Name: Texas Materials Group, Inc.

EXECUTION AND CERTIFICATION OF BID CONTRACT 24-037

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

Signed By: _____ Title: Area Manager

Typed Name: Kyle Lewis Company Name: Texas Materials Group, Inc.

Phone No.: 936-825-0118 Fax No.: N/A

Email: klewis@texasmaterials.com

Bid Address: 23990 State Hwy 6 Navasota TX 77868
P.O. Box or Street City State Zip

Order Address: Same as above
P.O. Box or Street City State Zip

Remit Address: Same as above
P.O. Box or Street City State Zip

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

Federal Tax ID No.: 58 - 1401466

DUNS No.: 039939236

Date: April 2, 2024

EXECUTION BY CITY IF BID RESPONSE IS SELECTED AS SUCCESSFUL BIDDER:

CITY OF COLLEGE STATION

By: _____
City Manager Date

APPROVED:

John A. Haislet 4/19/2024
City Attorney Date

4/19/2024
Assistant City Manager / CFO Date

Exhibit A
Insurance Requirements

During the term of this Agreement, Vendor's insurance policies shall provide evidence on the most current State of Texas Department of Insurance-approved certificate of liability insurance of the following insurance coverage:

Commercial General Liability
Business Automobile Liability
Workers' Compensation

I. General Policy Requirements

A. Insurance Carriers must be licensed and authorized to do business in the State of Texas, and must be A. M. Best-rated A- VIII or better.
B. Coverage shall not be canceled, non-renewed or reduced in limits of liability until thirty (30) days prior written notice has been given to the City of College Station.
C. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
D. Contractor shall be responsible for any deductibles on any policies.
E. Policies (except Workers Compensation) shall be endorsed to name the City of College Station, its officers, agents, employees and volunteers, as Additional Insured.
F. Policies shall be endorsed to show Contractor's policies are primary to the City's self-insurance or any insurance obtained by the City.
G. An endorsement Waiving Subrogation Rights shall be provided in favor of the City on all policies
H. Contractor is responsible for any deductibles which may exist on policies obtained in compliance with the terms of this Agreement.
I. Certificates of Insurance and endorsements shall be attached hereto as Exhibit C, shall be furnished to the City's Representative at the time of execution of this Agreement, and shall be approved by the City before work commences.

II. Policy-specific Requirements

A. Commercial General Liability
   1. Limit of liability of $500,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of $1,000,000.
   2. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage where appropriate.

B. Business Automobile Liability
   1. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury & property damage.
   2. Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
   3. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
   4. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00.

C. Workers compensation insurance shall include the following terms:
   1. Employers' Liability minimum limits of $500,000 for each accident/each disease/each employee.
   2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04".
   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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2024

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
Liberty Mutual Insurance Co. National Insurance East
500 N 3rd St, Suite 300
Wausau, WI 54403

www.LibertyMutual.com

CONTACT NAME: Valerie Reece
PHONE (A/C, No, Ext): 513-867-3822 **FAX (A/C, No):**
E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Texas Materials Group, Inc. (211-BAY)
3003 Kilgore Parkway
Baytown TX 77523

COVERAGES **CERTIFICATE NUMBER:** 79463982 **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	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	TB2-C81-004095-113	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 500,000
	☐ CLAIMS-MADE ✓ OCCUR			XCU Coverage Included			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	✓ Primary/Non-Contributory						MED EXP (Any one person)	$ 50,000
	✓ Separation of Insured						PERSONAL & ADV INJURY	$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**	✓	✓	AS2-C81-004095-123	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			AS2-C81-054502-523	9/1/2023	9/1/2024	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			Physical Damage only:			PROPERTY DAMAGE (Per accident)	$
				Comprehensive Ded $10,000				$
				Collision Ded $10,000				
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		✓	WA7-C8D-004095-023	9/1/2023	9/1/2024	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		All except OH, ND, WA, WY			E.L. EACH ACCIDENT	$ 1,000,000
B	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-C81-004095-013	9/1/2023	9/1/2024	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
				WI, MN			E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: 24-037 Sale and Removal of Asphalt Millings.
Certificate Holder and owner (if applicable) are listed as additional insured with regards to the general liability policy for ongoing and completed operations, and automobile liability policies, on a primary and non-contributory basis, where required by written contract.
Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.
30-day Notice of Cancellation.

CERTIFICATE HOLDER

City of College Station
Attn: Risk Management
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
Valerie P. Reece
Valerie Reece

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Policy Number: AS2-C81-004095-123, AS2-C81-054502-523
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.
Premium: $ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

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. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.

2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Premium: INCL

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Policy Number: AS2-C81-004095-123, AS2-C81-054502-523, TB2-C81-004095-113
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Where required by written contract	Where required by written contract	90

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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POLICY NUMBER: TB2-C81-004095-113

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule below:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule below.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule below:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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SCHEDULE

Designated Construction Project(s):

All Projects.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance	Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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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
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provided liability insurance	Any location listed in such agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance 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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Policy Number: TB2-C81-004095-113
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

Schedule

Name of Person(s) or Organization(s): Any person or organization for which such coverage is required by written contract prior to a loss

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

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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

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 below 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 below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE PRIMARY AND NONCONTRIBUTORY – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization that qualifies as an additional Insured under this policy.

Condition **I. Other Insurance** under Section **VI. Conditions** is deleted and replaced by the following:

Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance, unless the other insurance is specifically written to be excess of this policy. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for funding of legal liabilities.

However, this insurance will not seek contribution from any other insurance available to an additional insured shown in the Schedule of this endorsement, provided that:

1. The additional insured is a Named Insured on such other insurance;

2. You have agreed in a written contract or agreement with the designated additional insured to provide insurance for that person or organization on a primary or a primary and noncontributory basis and such agreement was made prior to a “loss” covered by this insurance;

3. "Underlying insurance" includes the person or organization as an additional insured; and

4. "Underlying insurance" provides coverage to the person or organization on a primary and noncontributory basis.

This endorsement does not change any other provision of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE PRIMARY AND NONCONTRIBUTORY – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization that qualifies as an additional Insured under this policy.

Condition **I. Other Insurance** under Section **VI. Conditions** is deleted and replaced by the following:

Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance, unless the other insurance is specifically written to be excess of this policy. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for funding of legal liabilities.

However, this insurance will not seek contribution from any other insurance available to an additional insured shown in the Schedule of this endorsement, provided that:

1. The additional insured is a Named Insured on such other insurance;

2. You have agreed in a written contract or agreement with the designated additional insured to provide insurance for that person or organization on a primary or a primary and noncontributory basis and such agreement was made prior to a “loss” covered by this insurance;

3. "Underlying insurance" includes the person or organization as an additional insured; and

4. "Underlying insurance" provides coverage to the person or organization on a primary and noncontributory basis.

This endorsement does not change any other provision of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART
EXCESS LIABILITY COVERAGE PART

A. Section **VI - CONDITION D. Cancellation** Paragraph **1.** is deleted and replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation, subject to the following:

a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation by confirming the date and time of cancellation in writing to the first Named Insured.

b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

(1) 10 days from the date of mailing or delivering our notice, or

(2) the effective date of cancellation stated in the first Named Insured's notice to us.

B. Section **VI – CONDITION D. Cancellation** paragraph **5.** is deleted and replaced by the following:

5. Premium Refund

a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. If we cancel, the refund will be pro rata, except as provided in c. below.

c. If the cancellation results from a failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.

d. If the first Named Insured cancels, the refund may be less than pro rata.

e. The cancellation will be effective even if we have not made or offered a refund.

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C. The following is added to Section **VI. - CONDITION D. Cancellation** and supersedes any provision to the contrary:

If we decide to:

1. cancel or nonrenew this policy; or

2. increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or

3. change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. We will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or

2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or

3. 45 days before the expiration date of this policy if we decide to renew, increase the premium or limit or restrict coverage.

D. The following is added to Section **VI. - CONDITION D. Cancellation.**

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART
EXCESS LIABILITY COVERAGE PART

A. Section **VI - CONDITION D. Cancellation** Paragraph **1.** is deleted and replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation, subject to the following:

a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation by confirming the date and time of cancellation in writing to the first Named Insured.

b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

(1) 10 days from the date of mailing or delivering our notice, or

(2) the effective date of cancellation stated in the first Named Insured's notice to us.

B. Section **VI – CONDITION D. Cancellation** paragraph **5.** is deleted and replaced by the following:

5. Premium Refund

a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. If we cancel, the refund will be pro rata, except as provided in c. below.

c. If the cancellation results from a failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.

d. If the first Named Insured cancels, the refund may be less than pro rata.

e. The cancellation will be effective even if we have not made or offered a refund.

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C. The following is added to Section **VI. - CONDITION D. Cancellation** and supersedes any provision to the contrary:

If we decide to:

1. cancel or nonrenew this policy; or

2. increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or

3. change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. We will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or

2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or

3. 45 days before the expiration date of this policy if we decide to renew, increase the premium or limit or restrict coverage.

D. The following is added to Section **VI. - CONDITION D. Cancellation.**

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

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the Company	Schedule on file with the Company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-023 Effective Date Premium $

Issued to CRH Americas, Inc.

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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 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:

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-023 Effective Date Premium $

Issued to CRH Americas, Inc. Endorsement No.

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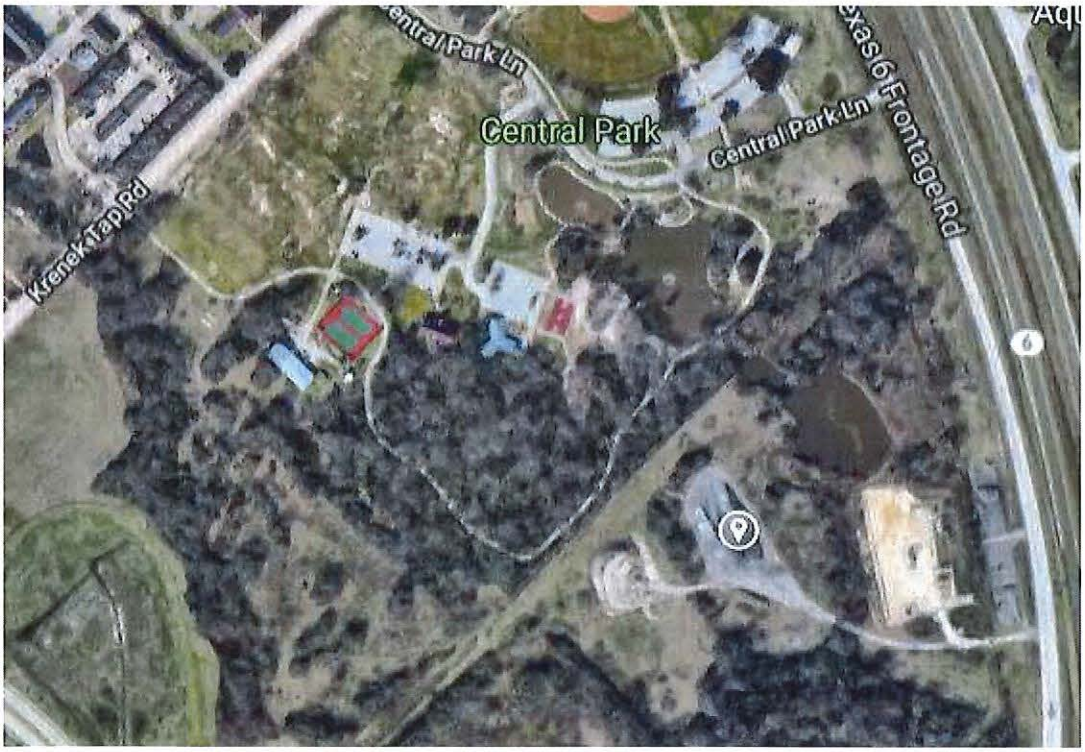
Exhibit B
Pictures and Details

SITE MAP AND AERIAL MAP ARE INCLUDED AS PART OF EXHIBIT B.

1. Site – Map

2. Aerial Map



May 13, 2024
Item No. 7.6.
Lincoln Center Area Improvements Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a professional services contract with Studio 16:19, LLC, in the amount of $192,024 for the design and construction of pedestrian improvements, new restroom building, shade structure, splash pad improvements and expansion at the Lincoln Center and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals:
Community Integrity; Diverse Growing Economy; Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The Lincoln Center Area Improvements Project was part of the approved 2022 Bond Program, which included a new restroom facility and associated pedestrian improvements. Also, included in this project is splashpad improvements and expansion, which will be funded through CDBG (Community Development Block Grant) funds. The proposed professional services contract will include schematic, design data collection and analysis, capital cost estimates, design development, final design and documentation, bidding, and construction services for the pedestrian improvements, new restroom building, and splashpad improvements and expansion at the Lincoln Center.

Budget & Financial Summary: Budget in the amount of $1,200,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of $60,324 has been expended or committed to date, leaving a balance of $1,135,327 for this design contract, construction, and future costs. Funding for this project was approved via the City of College Station's November 2022 General Obligation Bond Election.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all the long-term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Funding, in the amount of $72,945, for the splashpad, has been secured through CDBG funds and will not be part of the $1,135,327 remaining for the new restroom building, pedestrian improvements and shade structure. Construction of the improved and expanded splashpad will also be funded by CDBG funds. Therefore, the "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" does not cover the splashpad costs.

Attachments:
1. Lincoln Center Area Improvements DRR
2. Lincoln Center Area Improvements Location Map
3. Lincoln Center Restroom and Splash Pad Design Contract

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed $1,200,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 13th DAY OF May, 2024.

_____
John Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary (Seal)

APPROVED:

McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

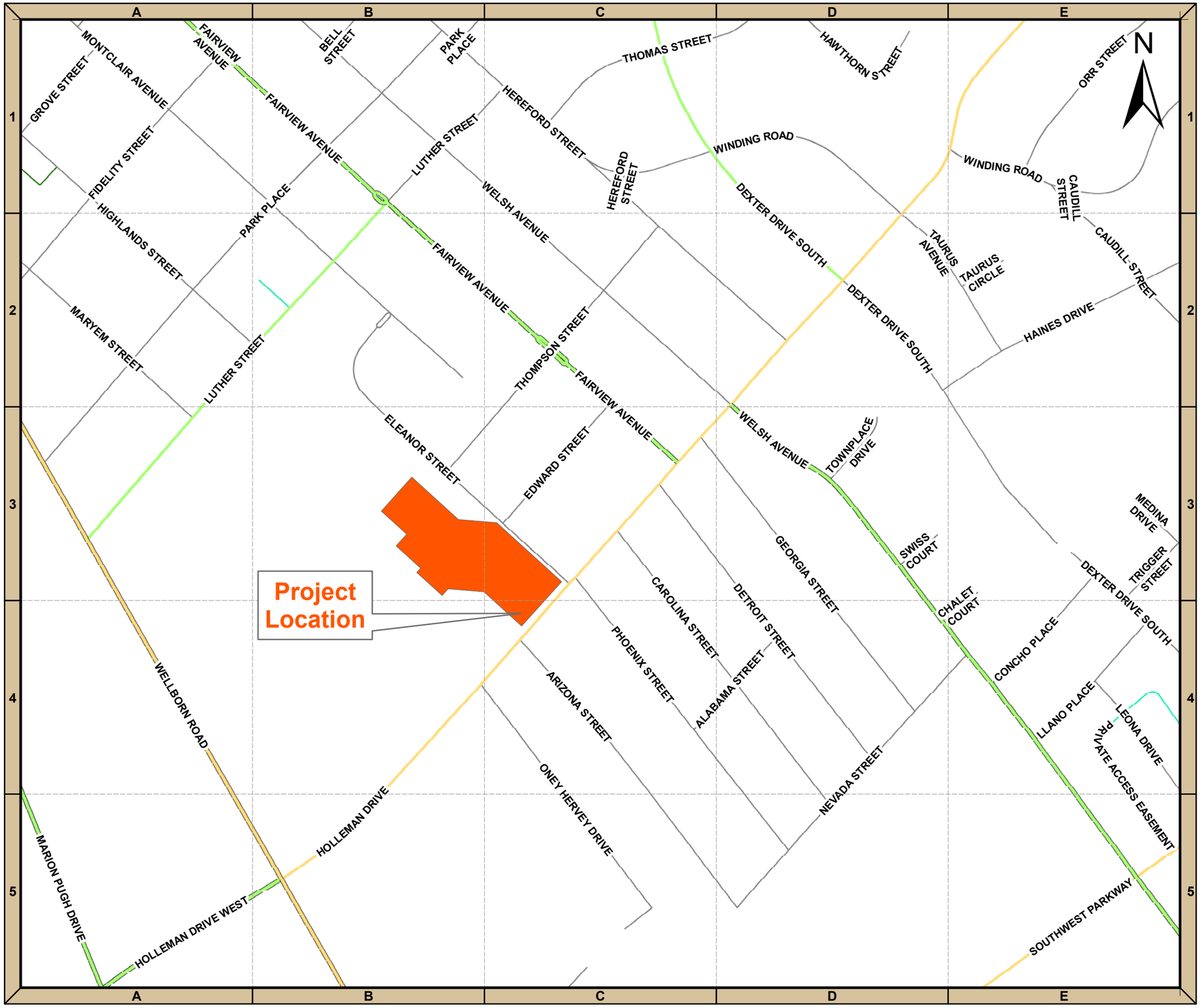
The project to be financed that are the subject of this Statement is:

Lincoln Center Area Improvements ($1,200,000)
This project includes design and construction of pedestrian improvements, a new restroom, and a shade structure at the Lincoln Recreation Center.

The project was approved via the City of College Station's November 2022 General Obligation Bond Election. This project was approved as part of Proposition D.

Created: 4/25/2024

Project Location Map
Lincoln Center Area Improvements
PK2308



Feet
0 225 450 675 900 1,800 2,700 3,600 4,500 Feet

Legend

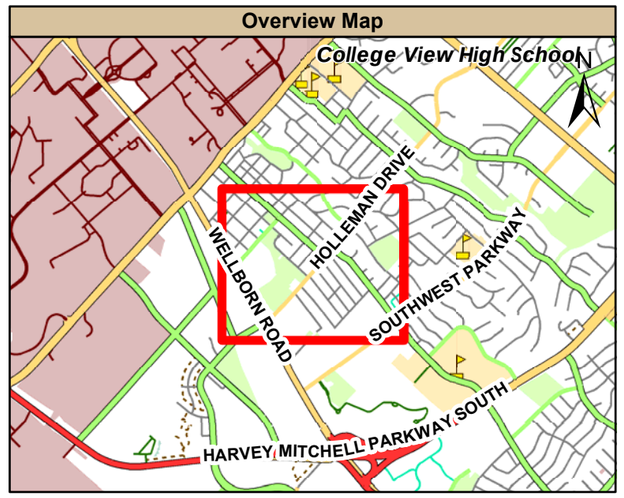
- Lincoln Center Area Improvements

Streets

Functional Classification

- MAJOR ARTERIAL
- MAJOR COLLECTOR
- MINOR ARTERIAL
- MINOR COLLECTOR
- LOCAL STREET
- PRIVATE STREET
- ACCESS ROADS

Overview Map



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 24300443 PROJECT#: PK2308 BID/RFP/RFQ#: 23-014

Project Name / Contract Description: Lincoln Center Area Improvements
Part 2A Pavilion/Restroom and Part2B Splash Pad

Name of Contractor: Studio 16:19

CONTRACT TOTAL VALUE: $ 192,024.00 **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)
PK2308 41389971-6561

*(If required)**
CRC Approval Date*: n/a **Council Approval Date*:** 05/13/24 **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

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

CITY OF COLLEGE STATION
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and STUDIO 16:19, LLC, a TEXAS corporation (the "Consultant"), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

ARTICLE I
SCOPE OF SERVICES

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the "Project"):

Lincoln Center Improvements (RFQ 23-014)

Part 2A - Pavilion/Restroom and Part 2B - Splash pad,

ARTICLE II
PAYMENT

2.01 In consideration of the Consultant's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit "B".** Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed One Hundred Ninety-Two Thousand Twenty-Four and NO /100 Dollars ($192,024.00).

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

ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

(a) Conceptual Design: _____ **calendar days** after the authorization to commence planning.

(b) Preliminary Design: _____ **calendar days** after authorization to commence PPD.

(c) Final Design: _____ **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date(s):

	PART 2A	PART 2B
011 Project Coordination	360 days	60 days
050 Schematic Design		60 days
060 Design Development	30 days	30 days
070 Construction Documents	60 days	30 days
080 Agency Review	60 days	-
090 Bid / Procurement Phase	60 days	-
100 Construction Phase	180 days*	60 days *
108 Project Close-Out	30 days	

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates, which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has absolute control shall not be exceeded without written approval from the City. Consultant may request in writing an extension of the contract time due to delays beyond their control. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule ("Recovery Plan"). With the City's approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

(1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant's scope of services and schedule are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be deducted by the City from current amounts owed to Consultant for payment or from final payment.

(2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, or fail, or refuse to complete the Work within the times specified in the Consultant's scope of services and schedule, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS ($250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion of the task(s) in question, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified in the Consultant's scope of services and schedule for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is **$** 950,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV
CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule

and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V
PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI
FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's *current* pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII
BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII
CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act

on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant’s recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX
CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

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

9.03 When the original contract amount plus all change orders is equal to or greater than $100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed $50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds $50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding $50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council.

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X
WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the

City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

(a) To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR

WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

(b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

(c) Consultant shall procure liability insurance covering its obligations under this section.

(d) It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.06 Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI
INSURANCE

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

During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section:

11.02 Types. Consultant shall have the following types of insurance:

(a) Commercial General Liability.

(b) Business Automobile Liability.

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

(d) Professional Liability.

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

(a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.

(b) Deductibles shall be listed on the Certificate of Insurance.

(c) "Claims made" policies will not be accepted, except for Professional Liability insurance.

(d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.

(e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

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

(b) Minimum Limit of $1,000,000 per occurrence for bodily injury and property damage with a $2,000,000 annual aggregate.

(c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

(d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

(e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

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

(b) Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

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

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

(e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.07 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "consultant" as identified in this Contract:

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the

subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) The workers' compensation/Employer's Liability insurance shall include the following terms:

i. Employer's Liability limits of $1,000,000 for each accident is required.

ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

i. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage

agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the Contractor:

   A. a certificate of coverage, prior to the other person beginning work on the project; and

   B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

11.01 Professional Liability Requirements. The following Professional Liability requirements shall apply:

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

(b) Minimum of $1,000,000 per claim and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City of College Station when requested.

(c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

(d) Retroactive date must be shown on certificate.

ARTICLE XII
USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) ("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this

Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII
TERMINATION

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV
MISCELLANEOUS TERMS

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

14.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

14.03 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

City of College Station	**Studio 16:19, LLC**
Attn: John Hall	Attn: Brett A. Baker, PLA
PO BOX 9960	305 W. Liberty, Ste 100
1101 Texas Ave	
College Station, TX 77842	Round Rock TX 78664
jhall @cstx.gov	brent@studio1619.com

14.04 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

14.05 This Contract represents the entire and integrated contract between the City and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.06 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

14.07 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.

14.08 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof

added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

14.09 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

14.10 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.11 This Contract goes into effect when duly approved by all the parties hereto.

14.12 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

14.13 Verification No Boycott of Israel. To the extent this Contract is considered a contract for goods or services subject to §2270.002 Texas Government Code, Consultant verifies that it (i) does not boycott Israel and (ii) will not boycott Israel during the term of this Contract.

14.14 Verification No Boycott of Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

14.15 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

14.16 Force Majeure. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class of kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is cause by force majeure.

List of Exhibits

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

STUDIO 16:19, LLC

By: _____

Printed Name: Brent A. Baker

Title: Managing Principal + Founder

Date: 4/29/2024

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

April 26, 2024

City of College Station
Rusty Warncke
PO Box 9960
College Station, TX 77842
rwarncke@cstx.gov
979.764.3731

Re: Lincoln Center Improvements
Supplemental Agreement 01 for Professional Landscape Architecture Services

Dear Rusty:

We first want to say, 'Thank You' for the opportunity to collaborate on this project. We are submitting our proposed Supplemental Scope and Fee for Professional Landscape Architecture/Planning Services for **Part 2** of the Project, as we understand it to be. This proposal is based upon recent conversations and correspondence to date, and experience and work completed on the Project.

Scope and Extent of Services:

studio 16:19 services include **project management and coordination, schematic design, design development, final design and construction documentation, agency review and permitting, bidding and negotiation, construction oversight** regarding Project per the detailed Project Scope referenced herein.

Fee Arrangement:

Lump sum fee plus reimbursable-expense basis per the Fee Schedule herein for an estimated budget of **$192,024(Part 2A - Pavillion/Restroom: $107,559 and Part 2B - Splashpad: $84,465).**

Once you have had the opportunity to review the supplemental proposal, please feel free to contact **studio 16:19, LLC** should you have any questions, comments, or require clarification to what is proposed. You may reach me via e-mail at **brent@studio1619.com** or by phone at **512.534.8680**. If you concur with the Supplemental Agreement, please sign in the place provided below and return a signed copy for formal execution. This Proposal is valid for sixty (60) days.

In witness whereof, the Client and Consultant have executed this Agreement.

Respectfully submitted,

studio 16:19 LLC **Date:** 04/26/2024

Brent A. Baker, PLA, ASLA, CLARB
managing principal + founder

Accepted by:

City of College Station **Date:**

authorized representative title

printed name

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects and landscape architects in Texas. For additional information, please contact the Texas Board of Architectural Examiners (TBAE); P.O. Box 12337; Austin, TX 78711-2337; Telephone: (512) 305-9000 / Fax: (512) 305-8900.

This Supplemental Agreement is made effective upon execution of this Agreement, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT (PSA), effective August 8, 2023 (the Agreement), between **studio 16:19, LLC**, (the "Consultant") and **City of College Station** (the "Client" and "Owner"), for **Lincoln Center Improvements** (the "Project"). This Supplemental is made for the following purpose and is consistent with the terms defined in the Agreement for Additional Services for the addition of the proposed scope of work and compensation to the Basic Scope of Services:

supplemental services

section a :: scope of services

A.1 Supplemental Project Scope and Understanding

- Part 2A will consist of the final design, permitting, bidding, and construction of the selected restroom/ pavilion location near the existing splash pad.
- The Project Part 2A scope will include a prefabricated restroom and picnic pavilion, as well as associated hardscape, landscape, and furnishings.
- Part 2B will consist of schematic design, final design, permitting, bidding, and construction for the removal and replacement of the existing splash pad.
- The Project Part 2B scope will include a modern, expanded, and improved splashpad to accommodate the current needs of the neighborhood community it serves; re-defined and controlled main gated entrance as well as secondary pedestrian access; re-purposed area to accommodate the existing playground and program space for the Lincoln Center; as well as associated hardscape, limited softscape, security lighting, pump equipment/ controls and site furnishings.
- Consultant will provide routine (virtual) attendance at weekly/biweekly design team coordination meetings, as scheduled by the Owner/Development Coordinator. Ten (10) in-person meetings are included in basic services.
- Proposed Sub-Consultants to be retained by the Consultant for the Project to complete and deliver the proposed Scope of Work include:
  - **Surveying – Gessner Engineering**
  - **Civil Engineering – Gessner Engineering**
  - **Structural Engineering – Gessner Engineering**
  - **Geotechnical Engineering - Gessner Engineering**
  - **Mechanical/Electrical Engineering – Aptus Engineering**
  - **Accessibility Consultant - Contour Collective**
  - **Construction Materials Testing - Gessner Engineering**
  - **Asbestos Survey and Report - Terracon**

A.2 Scope of Services

In collaboration with the Client, Project Owner, and/or other Project Team Members, the Consultant will provide landscape architecture and planning services for the Project. The Consultant shall provide the following scope/ submittals/deliverables to the Client/ Client's Representative:

- **010 – Project Coordination**
  - The Consultant will manage the Project design team activities associated with the Project and secure resources necessary to produce the Project deliverables and meet the Project schedule.
  - All communications associated with the Project will be directly channeled through the Consultant Project Manager (PM) for distribution to the Project team as appropriate. The Consultant's PM will be responsible throughout the Project for project coordination and communications, with the Client's PM.
- **050 – Schematic Design (Part 2B Only) – schematic design development drawings to include:**
  - Site Plan / Landscape Coordination – collaborating with design team to ensure the site plan meets the requirements and desires of the developer/owner. May include coordination with applicable jurisdictions to address potential site plan constraints to meet required codes.
  - Schematic Design Development – a maximum of three (3) hardscape and landscape site planning concepts will be explored based on proposed program and site conditions for the overall project scope limits and for the proposed amenities. Develop imagery boards of proposed plant palate and hardscape materials for the project (scope includes 30% Schematic Package for the development of an overall construction budget).
  - Budget Development – development of a planning-level opinion of construction cost (OPCC) of the proposed development, enhancements, and improvement options with a project contingency based on the final approved

schematic design package.
    - Provide one (1) revision/refinement to planning drawings per Client meeting.

- **060 – Design Development (60% - permit phase)**
    - Prepare overall refined design plans and supplemental graphics, imagery, details, and material selections for the project improvements that will culminate in sixty percent (60%) site development permit drawings.
    - Coordinate design development drawings with Client and design team members.
    - Coordination with municipal agency Development staff to resolve questions or comments that arise during the permitting review process regarding code requirements.
    - Prepare informal digital submittal(s) for team collaboration throughout the design process.
    - Provide one (1) revision/refinement to design development drawings per Client meeting.
- **070 – Construction Documents (90/100% construction plans/specification documentation)**
    - Landscape Planting Plan(s) – documenting plant names (common and botanical), location, size, quantity, general appearance/ overall condition, planting details, notes, and plan specifications.
    - Hardscape Design Plan(s) – construction details for all hardscape elements pertaining to common amenity areas; to be in accordance with State and Federal accessibility requirements.
    - Irrigation Design Plan(s) – detailed design plans documenting areas to be irrigated, point of connection, controller location, sleeving locations, incorporation of specific zones, hydraulic calculations, mainlines, and detailed head layout for turf areas, dripline layout for all landscape planting beds including irrigation details and specifications, and irrigation calculations.
    - Specification Development – preparation of division technical specifications to assist in bidding and construction for landscape, hardscape, and irrigation scope.
    - Provide one (1) revision/refinement to Construction Document drawings.
- **080 – Agency Review** – coordination with municipal agency staff to resolve questions or comments that arise during the site development review process and tree mitigation discussions after submission
    - Includes a total of two (2) rounds of submittals/comment responses for agency permitting. Agencies having jurisdiction to be included in anticipated review process may include but are not limited to the City, County, WCID, Franchise Utilities, State and other regulatory agencies.
- **090 – Bid / Procurement Phase** – coordination and oversight on scope items as requested by Client, Owner, or Contractor including but not limited to RFI responses and coordination, Bid Tab reviews, and periodic meetings or coordination with contractor on various issues that arise during the bidding process.
- **100 – Construction Phase** – coordination and oversight on scope items as requested by Client, Owner, or Contractor that could include but not be limited to RFI responses and coordination, shop drawing reviews, periodic meetings, or coordination with contractor on various issues that arise during the installation process as well as providing periodic check-ins to verify that the approved site development plans are being carried out per plans, notes, details, and specifications.
- **108 – Project Close-Out**
    - Punch List development for landscape, hardscape, and irrigation scope during a final walk-through once project is complete and ready for inspection.
    - Prepare and submit the Landscape Architect's Concurrence letter for final acceptance.
    - Develop as-built plans on a redlined set from the Contractor for landscape, hardscape, and irrigation scope to codify record set of drawings during the project close-out process.

Sub-Consultant Team

- **301 – Surveying –** Survey services, as required, to be provided by Sub-Consultant Company as a sub-consultant to the Consultant. The project Surveyor's scope of service shall include:
    - Prepare a map of the overall Project area.
    - The survey will include outlined drawings of existing improvements, topography, and document alignment of existing utilities in the area by utilizing the Texas OneCall System. Potholing and Subsurface Utility Investigation to determine the depth and confirm alignment of underground utilities shall be provided by the City or Client, and discoveries shall be surveyed.
    - Prepare drawings including topography, ROW, and Utility information gathered for the Project, and provide in CAD format for engineering use.
- **302 – Geotechnical Services** – Geotechnical Engineering services, as required, to be provided by Sub-Consultant Company as a sub-consultant to the Consultant. The project Geotech Engineer's scope of service shall include:
    - Providing a Project geotechnical report based of the general drilling plan as determined during the Design Process.

- The report will include a boring log plan with coordinates, boring logs showing the stratum and laboratory results, and site and subgrade preparation and foundation recommendations.

- **303 – Civil Engineering** – Civil Engineering services, as required, to be provided by Gessner Engineering as a sub-consultant to the Consultant. The project Civil Engineer's scope of service shall include:
  - Site Development Construction Documents, Permitting Submittals and Approvals
  - Storm Water Pollution Prevention Plan (SWPPP)
  - Project Meetings and Coordination
  - Construction Phase Services
- **305 – Structural Engineering** – Structural Engineering services, as required, to be provided by Gessner Engineering as a sub-consultant to the Consultant. The project Structural Engineer's scope of service shall include:
  - Design of structural foundations for the Project's foundation(s), structural components, and walls
  - Construction Phase Services
- **306 – Mechanical/Electrical/Plumbing Engineering** –MEP Engineering services, as required, to be provided by APTUS as a sub-consultant to the Consultant. The project MEP Engineer's scope of service shall include:
  - Design of electrical service and power for potential lighting and/or irrigation service within limits of scope
  - Primary service connections and utility provider coordination
  - Construction Phase Services
- **307 – Accessibility Consultant** – Registered Accessibility Specialist services to be provided by Contour Collective as a sub-consultant to the Consultant. The project RAS scope shall include:
  - Review of final PS&E for compliance with Texas Accessibility Standards (TAS)
  - Register the Project with Texas Department of Licensing and Registration (TDLR)
  - Field verify final constructed scope items comply with TDLR, TAS, and American Disability Act (ADA)
- **308 – Construction Materials Testing**– Earthwork and concrete testing for the replacement of an existing splash pad area with a new pad, approximately 1.5-2 times the existing size. Earthwork and concrete testing for a picnic pavillion and earthwork testing for site fill.
- **309 – Asbestos Survey and Report** – Asbestos survey in accordance with Texas Asbesto Health Protection Rules (TAHPR) and USEPA regulation 40CFR Part 61 Subpart M, the Abestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) - 9 bulk samples

section b :: consultant compensation

B.1 Compensation*

Compensation for the Consultant Services performed under this Agreement shall be paid according to the following, plus Reimbursable Expenses as defined inthe Agreement:

			PART 2A	PART 2B
010	Project Coordination	(lump sum)	$ 7,120	$ 7,640
050	Schematic Design	(lump sum)		$ 7,680
060	Design Development	(lump sum)	$ 5,760	$ 3,220
070	Construction Documents	(lump sum)	$ 17,940	$ 5,520
080	Agency Review	(lump sum)	$ 3,680	$ 1,840
090	Bid / Procurement Phase	(lump sum)	$ 3,840	$ 1,920
100	Construction Phase	(lump sum)	$ 11,760	$ 5,280
108	Project Close-Out	(lump sum)	$ 5,520	$ 3,680
301	Survey	(lump sum)		$ 8,030
302	Geotechnical Engineering	(lump sum)		$ 770
303	Civil Engineering	(lump sum)	$ 20,130	$ 13,800
305	Structural Engineering	(lump sum)	$ 4,950	$ 7,475
306	MEP Engineering	(lump sum)	$ 17,974	$ 6,380
307	Accessibility Consultant	(lump sum)	$ 1,705	$ 550
308	Construction Materials Testing	(allowance)	$ 7,180	$ 7,180
309	Asbestos Survey and Report	(allowance)	$	$ 1,100
400	Reimbursables	(cost+)	$ 0**	$ 2,400**

* The Consultant may alter the compensation distribution between individual phases or tasks to be constant with the services actually rendered, within the contract maximum.

** For Reimbursable Expenses, expenditures made by the Consultant, its employees, and sub-consultants in the interest of the Project will be billed to the Client plus an administrative fee of 10%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of this agreement, and other, similar, direct Project-related expenditures.

B.2 2024 Standard Hourly Rate Schedule (for additional services beyond Basic Services)

Managing Principal – Planner/Landscape Architect:	$ 215.00/hr.
Principal – Planner/Landscape Architect:	$ 175.00/hr.
Associate Principal – Planner/Landscape Architect:	$ 155.00/hr.
Director – Planner/Landscape Architect:	$ 135.00/hr.
Senior Associate – Planner/Landscape Architect:	$ 115.00/hr.
Associate – Planner/Landscape Designer:	$ 95.00/hr.
Administrative	$ 85.00/hr.

section c :: schedule

The Consultant is prepared to provide the Professional Services in the most expedient and efficient manner possible – with adequate resources and personnel – to complete the work by the times specified. The Consultant may request, in writing, an extension of the Agreement time due to delays beyond their control. In the event that a deadline provided in this Agreement is not met by the Consultant, the Consultant shall provide the Client with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay.

C.1 Proposed Project Schedule

		PART 2A	PART 2B	TOTAL
011	Project Coordination	360 days	60 days	420 days
050	Schematic Design	-	60 days	60 days
060	Design Development	30 days	30 days	60 days
070	Construction Documents	60 days	30 days	90 days
080	Agency Review	60 days	-	60 days
090	Bid / Procurement Phase	60 days	-	60 days
100	Construction Phase	180 days*	60 days *	240 days *
108	Project Close-Out	30 days		30 days

*pending restroom lead time

Lincoln Center Improvements – College Station, TX

Drone View

Proposed Site Plan Dated 09/29/2023

EXHIBIT B
PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of $_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for ***actual,*** non-salary expenses at the rate of _____ percent ***(____%)*** above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: ($_____).

☐ The Consultant must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

☒ Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

The Consultant may submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

For a not to exceed amount of $192,024.00

Lincoln Center Pavilion/Restroom	$ 107,559.00
Lincoln Center Splash Pad	$ 84,465.00

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2024

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:** Denise Pineda **PHONE (A/C, No, Ext):** 512-637-4404 **FAX (A/C, No):** 512-452-0999 **E-MAIL ADDRESS:** DPineda@watkinsinsurancegroup.com
INSURED STUD161-01 Studio 1619 LLC 305 W. Liberty Ave, Suite 100 Round Rock TX 78664	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Sentinel Insurance Company 11000 **INSURER B :** Hartford Casualty Insurance Company 29424 **INSURER C :** Admiral Insurance Company 24856 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1973380826 **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:			65SBATB6822	10/14/2023	10/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			65SBATB6822	10/14/2023	10/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			65SBATB6822	10/14/2023	10/14/2024	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		65WECAP3DRG	12/3/2023	12/3/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A C	Property Professional			65SBATB6822 EO000050238-05	10/14/2023 10/14/2023	10/14/2024 10/14/2024	Personal Property/Ded Aggregate	346,400/500 1,000,000

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

The City of College Station is additional insured on the general liability policy with waiver of subrogation on the general liability and workers compensation policies when required by written contract.
General liability is primary and non-contributory when required by written contract.

CERTIFICATE HOLDER

City of College Station
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

Patrick L. Watkins

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

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

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

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

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

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

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

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

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

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

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

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

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

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

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

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

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

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

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

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

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

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

b. Notice Of Claim

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

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

(2) Notify us as soon as practicable.

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

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

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

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

d. Obligations At The Insured's Own Cost

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

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

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

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

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

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

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

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

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

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

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

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

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

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 65 WEC AP3DRG **Endorsement Number:**
Effective Date: 12/03/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: STUDIO 1619 LLC
305 W LIBERTY AVE STE 100
ROUND ROCK TX 78664

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Special Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   All Texas Operations

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

May 13, 2024
Item No. 7.7.
Renewal and Amendment 1 for an Annual Service Agreement for Utility Line Locates

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on an annual renewal and Amendment #1 to the annual service agreement for locate services for underground utility facilities with USIC Locating Services, LLC, adding locate services for the City's IT fiber and Water SCADA fiber, for a new annual amount not-to-exceed $500,000.

Relationship to Strategic Goals:
Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the renewal and contract amendment with USIC Locating Services, LLC for locate services for City of College Station underground facilities.

Summary: Council approved contract 23300467 with USIC Locating Services, LLC in April 2023, for an annual amount not to exceed $300,000. Contracted services included locating for the City's underground electric, water, and wastewater utilities.

Amendment #1 will broaden the scope to include locating of the City's IT fiber and Water SCADA fiber facilities, and increase the annual not-to-exceed amount to $500,000.

Budget & Financial Summary: Funds are available in the various funds receiving locate services.

Attachments:
1. DRAFT 23300467R1 Amd 1 USIC wExhibits redline 040924

AMENDMENT NO. 1

LOCATE SERVICES FOR ELECTRIC, WATER & WASTEWATER UTILITIES

CITY OF COLLEGE STATION AND USIC HOLDINGS, INC.

THIS AMENDMENT NO. 1 is made and entered into by and between CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation (City) and USIC Holdings, Inc.

WHEREAS, the City and the Contractor entered into Contract No. 23300467 on April 17, 2023, (Contract) stating that the Contractor is providing Utility Locate Services for Electric, Water and Wastewater Utilities (811 Locate Code CCS~~Codes CDC and CCS~~); and

WHEREAS, the City and the Contractor desire to renew Contract No. 23300467 for the time period of April 17, 2024 through April 16, 2025; and

WHEREAS, the City and the Contractor desire to amend the Contract to add additional locate services for the City's "IT Fiber" (Texas 811 Locate Code CCD) and "Water SCADA Fiber" (Texas 811 Locate Code CCSS) ~~fiber utilities (Codes CDC, CCSS & CCD)~~ to the Contract and ~~scope~~Scope of ~~services~~Services; and

WHEREAS, the City and the Contractor desire to amend the Contract pricing, with a proposed ~~a~~ price increase as reflected on a revised Exhibit A~~, to be split between Contract Renewal Eight and Nine (the first one in eight years)~~; and

WHEREAS, the City and the Contractor desire to amend the Contract total not-to-exceed amount to $500,000; and

WHEREAS, all other terms and conditions of the Contract remain unchanged and in full force and effect.

NOW THEREFORE, in consideration of the foregoing mutual promises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

(1) The City and Contractor agree to amend the Contract by expanding the Scope of Services to include additional locate services for the City's "IT Fiber" (Texas 811 Locate Code CCD) and "Water SCADA Fiber" (Texas 811 Locate Code CCSS). **Exhibit A – Scope of Services** of the Contract is replaced entirely by the revised Exhibit A, attached hereto.

(2) The City and Contractor agree to amend the Contract by revising **Exhibit C – Payment and Price Schedules** as shown on the attached **Exhibit C. Exhibit C – Payment and Price Schedules** of the Contract is replaced entirely by the revised Exhibit C, attached hereto.

(3) The City and Contractor agree to amend the Contract so that any references to the phrase or concept of "underground electric, water, or wastewater" shall now be

interpreted to read as, and to include the phrase and concept of "underground electric, water, IT fiber, waste water, and or water SCADA fiber".

(4) The City and Contractor agree that all other terms and conditions in the Contract remain unchanged and in full force and effect.

List of Revised Exhibits:

(1) Exhibit A – Scope of Services
(2) Exhibit C – Payment and Price Schedules

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Amendment to be effective as of the last date specified below.

USIC HOLDINGS, INC.

By:_____
Sean Lepsky, Vice President of Sales
Date:_____

CITY OF COLLEGE STATION

By:_____
City Manager
Date:_____
APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

The selected Contractor shall assist CSU (College Station Utility) and the City (City of College Station) as needed and assigned for the Locate Services and Marking all of the following: (1) CSU's electric facilities, Water and Wastewater main lines (as contained in Texas 811 Locate Code CCS), (2) the City's IT Fiber facilities (as contained in Texas 811 Locate Code CCD), and (3) the City's Water SCADA Fiber (as contained in Texas 811 Locate Code CCSS), as and when requested, using the appropriate Texas One Call Center or 811 color code for Marking. Locate Services work shall include, but not be limited to physically locating all CSU and City underground facilities in the field or clearing the request (notifying the caller that there are no buried facilitates within the scope of the Texas 811 ticket). Contractor shall furnish all labor, materials (except maps, prints, and records to be provided by City and equipment necessary to perform Locate Services for City within the Contract service area. All Ticket transmittals to Contractor shall come directly from Texas's One Call Center for the service.

City agrees that Contractor will have the right to screen Tickets via maps, prints, records, and other technology which eliminates the requirement for a Visual Examination, or an in-person visit to the Site. City also agrees that Contractor will not be liable for any damages that occur because of incomplete and/or inaccurate maps, prints, or records provided by City. City agrees not to suppress or screen any Tickets in the areas where Contractor will provide Locate Services that would otherwise come to Contractor from the Texas One Call Center. All City Tickets shall be transmitted directly to Contractor from the Texas One Call Center.

City shall not change Gridding such that the volume of Tickets received by Contractor is reduced with the Texas One Call Center on or after the Contract effective date, unless approved in writing by Contractor. To the fullest extent compliant with applicable law, Contractor shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect or punitive damages.

Contractor shall determine and procure any necessary Temporary Traffic Control (TTC) and/or Lane Closures for high speed and/or high-density roadways which will require underground utility locate services to be performed, in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). These notifications shall result in specific Contractor plans to achieve work zone protection. These situations may result in the Contractor subcontracting such TTC services in a timely manner such that Contractor's workforce will be able to accomplish all other Statement of Work requirements for those notification tickets. If Contractor procures TTC services, any such traffic services shall be billed as direct costs to the City. Such TTC tickets/locates shall not be included in any timeliness or damage calculation, and the Contractor shall not be liable at any time for any fines and penalties associated with the delay.

EXHIBIT C
PAYMENT AND PRICE SCHEDULES

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice. In the event the City disputes any portion of an invoice received from the Contractor, the City shall provide written notice to Contractor before the invoice is due. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

The Contractor's Price Schedule is also attached to this **Exhibit C** and it shall be used by Contractor when creating invoices.

Ryan Basore
USIC Locating Services, LLC
9045 River Road, Suite 200
Indianapolis, IN 46240

March 28, 2024

Robyn Forsyth
City of College Station
1101 Texas Avenue
College Station, TX 77840

Dear Robyn,

USIC is eager to continue our partnership with City of College Station. We have a great working relationship with the City and wish to continue our partnership well into the future. USIC has worked hard to maintain our rates; however, we have incurred sustained cost increases in labor, fleet, maintenance, paint, flags, and technology. All of which we rely heavily on for utility locating.

To help with these increases, USIC kindly requests a small rate adjustment of 3.85%, which is currently the 12-month rolling average for CPI. The following table provides detail on both the current and proposed prices for the services USIC provides. I will also provide a copy of this calculation for your records.

Electric, Water, Sanitary Sewer (CDC code CCS)	*Effective 4/13/2024*	
Description	**Current**	**Proposed**
Per Ticket Received from the One Call	$18.00	$18.69
Per Quarter Hour After 30-Minutes of Locating	$29.00	$30.12
Per After Hour Call Out Ticket	$49.00	$50.89
Per Quarter Hour After 30-Minutes of Locating	$15.00	$15.58
Damage Investigation Fee (Not At-Fault)	$275.00	$285.59

In addition, we have been in discussions to take on the fiber locates for the City, and I have prepared the following table with the associated rates for this additional service. We look forward to continuing the conversation of taking on this additional work.

Fiber (CDC codes CCSS & CCD)	
Description	**Proposed**
Per Ticket Received from the One Call	$18.69
Per Quarter Hour After 30-Minutes of Locating	$30.12
Per After Hour Call Out Ticket	$50.89
Per Quarter Hour After 30-Minutes of Locating	$15.58
Damage Investigation Fee (Not At-Fault)	$285.59

Feel free to reach out with any questions you may have. We look forward to continuing our partnership in damage prevention with City of College Station.

Sincerely,
Ryan Basore
Growth Account Manager
RyanBasore@usicllc.com
317-428-6909

EXHIBIT C - RFP#23-045 LOCATE SERVICES
USIC PRICE SCHEDULE FOR RENEWAL 1 AMENDMENT 1

		2023 AWARD		Renewal 1 Amd 1 Price Increase			
		USIC Locating Services, LLC (USIC Holdings, Inc.)		USIC Locating Services, LLC (USIC Holdings, Inc.)		% increase	COMMENTS- New Descriptions
CCS LOCATE DESCRIPTIONS	**# Tickets**	**Unit**	**Extended**	**Unit**	**Extended**		
Per 811 Ticket	**12,550**	$ 18.00	**$ 225,900.00**	$ 18.69	**$ 234,559.50**	4%	***Per Ticket Received from the One Call***
Project Tickets lasting longer than 15 min	300	$ 15.00	**$ 4,500.00**			4%	
Per Quarter Hour after 30-minutes of Locating				$ 15.58	**$ 4,674.00**	0%	***Per Quarter Hour After 30-Minutes of Locating***
Business Hours Emergency Locates	100	$ 29.00	**$ 2,900.00**		**$ -**	-100%	***Per Quarter Hour After 30-Minutes of Locating***
After Hours Emergency Locates	50	$ 49.00	**$ 2,450.00**	$ 50.89	**$ 2,544.50**	4%	
Per Quarter Hour after 30-minutes of Locating				$ 30.12	**$ 3,012.00**	100%	***Per Quarter Hour After 30-Minutes of Locating***
Damage Investigation Fee (not at Fault)	100	not quoted		$ 285.59	**$ 28,559.00**	100%	Not in original response
Annual Tickets 12,500 rounded up	**13,000**						
Electric Utilities		**Total Price**	**$235,750.00**	**Total Price**	**$273,349.00**	**16%**	**-16%**

Amd 1 add IT Fiber (CCD) / Water SCADA Fiber (CCSS) Locates:				Renewal 1 Amd 1 Price Increase			
		USIC Locating Services, LLC (USIC Holdings, Inc.)		USIC Locating Services, LLC (USIC Holdings, Inc.)		% increase	COMMENTS
CCSS & CCD LOCATE DESCRIPTIONS	**# Tickets**	**Unit**	**Extended**	**Unit**	**Extended**		
Per 811 Ticket	**3,620**						Actual from Feb 23 to Feb 24
Per Ticket Received from the One Call	**5,000**	$ 18.00		$ 18.69	**$ 93,450.00**		Per 811 Tickets rounded up
Project Tickets lasting longer than 15 min	100						2% of 811 Tickets
Project Tickets lasting longer than 15 min	100	$ 15.00		$ 15.58	**$ 1,558.00**		***Per Quarter Hour After 30-Minutes of Locating***
Business Hours Emergency Locates	50	$ 29.00			**$ -**		
After Hours Emergency Locates	25	$ 49.00		$ 50.89	**$ 1,272.25**		**Per After Hour Call Out Ticket**
Per Quarter Hour after 30-minutes of Locating	25			$ 30.12	**$ 753.00**		**New Description**
Damage Investigation Fee (not at Fault)	50	not quoted		$ 285.59	**$ 14,279.50**		Not in original response
Annual Tickets 12,500 rounded up	**5,275**						
IT / Water Locates		**Total Price**	**$0.00**	**Total Price**	**$111,312.75**		

RFP#23-045 LOCATE SERVICES
USIC PROPOSED PRICE INCREASE FOR RENEWAL 1 AMENDMENT 1

FY 2024-2025	**Estimated Cost**	**384,661.75**

May 13, 2024
Item No. 7.8.
Driver Safety Training Simulator Purchase

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC:

Agenda Caption: Presentation, discussion, and possible action on a general services contract for the purchase of a driver safety training simulator from Virage Simulation, Inc. for $166,320.

Relationship to Strategic Goals:
1. Financially Sustainable
2. Core Services and Infrastructure
3. Sustainable City

Recommendation(s): Staff recommends approval of the general services contract with Virage Simulation Inc.

Summary: This item is to approve a contract with Virage Simulation Inc. for a VS600M Commercial Driver's License (CDL) Truck Simulator, CDL specific training curriculum and driving scenario library meeting Federal Motor Carrier Safety Administration (FMSCA) Entry-Level Driver Training (ELDT) requirements. This contract will allow hiring managers to evaluate applicants' skills, coach existing operators, while promoting safe driving habits. The unit will be utilized by several divisions in the Public Works Department and includes both solid waste and defensive driving training modules.

Virage Simulation Inc. is a verified Sourcewell participant; Sourcewell contract number: 011822-VIR. The contract also includes a five (5) year warranty.

Budget & Financial Summary: Funds have been budgeted via an approved FY24 SLA and are available in the Solid Waste Fund.

Attachments:
1. Contract 24300449 (Vendor signed)

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 24300449 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: VS600M CDL Truck Simulator Purchase

Name of Contractor: Virage Simulation, Inc.

CONTRACT TOTAL VALUE: $ 166,320.00 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

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

■ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

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

Virage Sourcewell Contract #011822-VIR

Funds have been budgeted via an approved FY24 SLA and are available in the Solid Waste Fund.

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 05/13/2024 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 4/29/2024 DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

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

CITY OF COLLEGE STATION
GENERAL SERVICES CONTRACT

This **General Services Contract** ("Contract") is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation ("City") and Virage Simulation Inc._ ("Contractor"), collectively referred as the Parties, for the following project, VS600M CDL Truck Simulator, and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
PAYMENT, TERM, SPECIAL DEFINITIONS, AND INTERPRETATION

1.1 Consideration. In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Contractor's Completion of work in conformity with this Contract, as well as the non-monetary consideration in the form of the Contractor's representations, warranties, promises, and obligations contained in this Contract, the City shall pay the Contractor an amount not to exceed One Hundred Sixty-Six Thousand Three Hundred Twenty **and 00/100 Dollars ($166,320.00).**

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

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

1.4 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services/Work by the following dates: within 12 weeks after receipt of purchase order.

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

1.6 Special Definitions. Unless specially defined in this Contract, words used in this Contract shall be interpreted according to their common usage or meaning to result in the most reasonable application. Unless otherwise designated, the following special definitions shall apply whether a term or phrase appears in capital letters or in bolded, italicized, or underlined print:

(a) **"Business Day"** means a day other than a Saturday, Sunday, or holiday recognized by the City, and unless described by this Contract as a "Business Day," a "day" herein described shall mean a calendar day.

(b) **"City"** means the City of College Station, Texas, a signing Party to this Contract, including its elected officials, appointed officials, officers, employees, representatives, agents, successors and permitted assigns.

(c) **"City Council" or "Council"** means the City Council of the City of College Station, Texas, the governing body of the City.

(d) **"City Manager"** means the City Manager of the City of College Station, Texas.

(e) **"Contract" or "Agreement"** means this General Services Contract including all attached exhibits approved and executed by the signing Parties.

(f) **"Contractor"** means the Contractor as described above, a signing Party to this Contract, including its directors, officers, members, managers, partners, employees, representatives, agents, subcontractors, successors, and permitted assigns.

(g) **"Contractor Business Records"** means the business records created or maintained by the Contractor (or on its behalf) regarding the performance of this Contract that the City reasonably needs to inspect, copy, and review to determine Contractor compliance with this Contract.

(h) **"Default"** means the conduct, act, or omission by a Party which constitutes a breach or violation of a duty, obligation, representation, or responsibility imposed on that Party by this Contract. Default is synonymous with material default as used in this Contract.

(i) **"Insurance Coverage"** includes not only commercial insurance coverage but also risk pool coverage as allowed by law.

(j) **"Party"** means a signing Party to this Agreement. The signing Parties to this Contract collectively are the City and the Contractor.

(k) **"Project"** means the City's project made the subject of this Contract, as defined by the Scope of Work or Services described in this Contract in **Exhibit A**.

(l) **"Scope of Services or Work"** means the services, goods, and work described in this Contract for the City's Project, as described in **Exhibit A**.

1.7 Interpretation.

(a) Unless otherwise designated in this Contract, the past, present, or future tense shall each include the other, the masculine or feminine gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.

(b) All statements made in the preamble and preliminary recitals of this Contract and all attached documents are incorporated by reference. The following documents

are attached to this Contract as exhibits: **Exhibit A** – Scope of Services/Work; **Exhibit B** – Payment Schedule; and **Exhibit C** – Certificates of Insurance.

ARTICLE II
CHANGE ORDER

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

(a) **City Manager Approval.** When the original Contract amount plus all change orders is $50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than $50,000. A change order resulting in a revised Contract amount exceeding $50,000 may be subject to additional statutory requirements as applicable; and

When the original Contract plus all change orders is greater than $50,000 but less than $100,000, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than $100,000. For such contracts, when a change order results in a total Contract amount that exceeds $100,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount; and

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

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

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

a timely basis all services or work to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

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

ARTICLE IV
INSURANCE

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

4.2 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance coverage policies are attached in **Exhibit C**. During the term of this Contract, Contractor's insurance policies shall meet the minimum requirements of this section.

4.3 Types. Contractor shall acquire and maintain for Contract duration the following types of insurance:

(a) Commercial General Liability;
(b) Business Automobile Liability; and
(c) Workers' Compensation/Employer's Liability.

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

(a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and delivered to the City in a timely manner according to this instrument.
(b) Certificates of Insurance and endorsements shall be furnished and delivered to the City on the most current State of Texas Department of Insurance-approved forms to the City's Representative no later than 3 days before this instrument is submitted for final approval and execution by the City; shall be attached to this Contract as **Exhibit C**; and shall be approved by the City before work begins.
(c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
(d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
(e) The City will not accept "claims made" policies.
(f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

(a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
(b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
(c) Limits of liability must be equal to or greater than $1,000,000 per occurrence for death, bodily injury, and property damage, with an annual aggregate limit of $2,000,000.00. Limits shall be endorsed to be per project.
(d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance before the execution of this contract by the City.
(e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

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

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

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

(e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos operated by the Contractor on (i) City property, (ii) the job or work site associated with or related to the business purpose or Scope of Services/Work described by this Contract, (iii) any other property or road in performance of this contract.

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

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

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

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

ARTICLE V
INDEMNIFICATION AND RELEASE

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

5.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members,

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

ARTICLE VI
GENERAL TERMS

6.1 Performance. Contractor, its officers, employees, associates, representatives, agents, subcontractors, successors, permitted assigns and other representatives expressly warrant and represent that they shall perform all the work and services described in the Scope of Services or Work in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor and its aforesaid representatives shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.2 Termination.

(a) Termination for Convenience. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work and services performed provided Contractor is not in default of this Contract. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work and services performed and expenses incurred before the date of termination, provided the Contractor is not in default of this contract.

(b) This **Contract** also may be terminated: **(a)** by the City upon a default committed by the Contractor; **(b)** by a subsequent written termination Contract executed with the mutual consent of the contracting Parties; and **(c)** at the conclusion of the Contract term, unless the Contract term is extended by a written amended Contract executed with the mutual consent of the contracting Parties as herein required.

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

6.4 Amendment. This Contract may only be amended by written instrument approved and executed by the Parties.

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

6.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA) regarding the Contractor's performance, operations and activities pursuant to this Contract. The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA. Nothing in this Contract shall be construed to alter or affect the obligation of the Contractor to comply with any applicable federal or Texas statute, rule, or regulation, and any applicable local ordinance, rule, or regulation regarding the performance of this Contract or the Contractor's operations and activities regarding the project made the subject of this Contract, and further, the parties would show that prior to the approval of this Contract by the City, the Contractor has submitted to the City: (a) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code; and (b) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code.

6.7 Waiver of Terms. No waiver or deferral by either Party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition. Also, no waiver of a default occurs if a non-defaulting Party fails to immediately declare a default or delays in taking any action regarding a default committed by a defaulting Party.

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

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

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

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

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

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto. The Effective Date is the date the last signing Party executes this Contract.

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

CITY OF COLLEGE STATION
Attn: Caroline Ask
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
cask@cstx.gov

VIRAGE SIMULATION INC.
Attn: DANNY GRENIER
85 BLVD MONTPELLIER
MONTREAL, QC H4N 2G3, CANADA
Danny.Grenier@VirageSimulation.com

6.15 Governmental Immunity. This Contract is subject to the proper application of the doctrine of governmental immunity.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity, and further, copies of this complete and fully executed Contract (including copies of signatures) shall have the same force and effect as an original.

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

6.18 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

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

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

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

6.19 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at

VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

6.20 Default.

(a) The City may declare a Default of this Contract if the Contractor commits a Default of this Contract and fails to cure the default during an authorized cure period as herein described.

(b) If the City declares a Default of this Contract, it is agreed that the City may modify or terminate this Contract, and the City, in such event, shall be entitled to pursue all remedies allowed or authorized by law, equity, or this Contract.

(c) The City shall notify the Contractor of a Default in writing, and the Parties agree as follows: **(i)** the default notice shall specify and reasonably explain the basis for the declaration of default; **(ii)** regarding an authorized opportunity to cure, the Contractor shall have 10days from the receipt of the default notice to cure the default; **(iii)** where fulfillment of any obligation requires more than 10 days, the Contractor's performance shall be commenced within 10 days after the default notice receipt and such performance shall be diligently continued until the default is cured; and **(iv)** however, if such default cannot be cured, or cannot be cured within 45 days from the date of the default notice receipt, the Contractor shall be liable for and will promptly perform under this Contract and pay to the City within 60 days from receipt of the default notice all amounts due the City for the default as described in this Contract.

(d) Should a Default be committed by the Contractor, the City may pursue and recover all remedies authorized by law, equity or this Contract, including: **(i)** termination of this Contract; **(ii)** litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; **(iii)** equitable relief or extraordinary relief, including all authorized injunction, specific performance, and mandamus relief; and **(iv)** all authorized remedies for the **(a)** recovery of all accrued monetary amounts due the City but not paid by the Contractor to the City under this Contract, and **(b)** recovery of the City's reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the City as allowed by law.

(e) Should a Default be committed by the City, the Contractor may pursue and recover all remedies authorized by law, equity, or this Contract, including: **(i)** termination of this Contract; **(ii)** litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; **(iii)** equitable relief, specific performance, or extraordinary relief, including all authorized injunction and mandamus relief; and **(iv)** recovery of the reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the Contractor as allowed by law.

6.21 Alternative Dispute Resolution. No suit shall be filed by a Party regarding a dispute arising under or related to this Contract unless the Parties first attempt to submit the dispute to

mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Contract, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas, within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509, (800) 733-9529.

List of Exhibits

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

VIRAGE SIMULATION INC.

By: Danny Grenier
Title: President

Printed Name: Danny Grenier
Date: 4/29/2024

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES/WORK

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services/Work that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

SEE ATTACHED PROPOSAL

Quote

#Q20240426-07

April 26, 2024

July 25, 2024

Reference: ***Rev. 4***

85, Blvd Montpellier
Montreal, QC, H4N 2G3
Canada
Phone: 514-856-1556 Ext. 103
Fax: 514-856-2632
Email: Sales@VirageSimulation.com

CUSTOMER

Caroline Ask
Public Works College Station
300 Krenek Tap Road
College Station, TX 77842
Phone: 979-764-3841
Email: **cask@cstx.gov**

View the VS600M CDL truck simulator & specification:
https://ln5.sync.com/dl/48037af50/kg5cibh4-6j7s3eib-ris4tg6q-wntw54hs

QTY	DESCRIPTION	UNIT PRICE	AMOUNT $
1	VS600M CDL Truck Simulator	$129,000	$129,000
1	Sourcewell Discount (Sourcewell Acct #71684)	-$12,000	-$12,000
1	On site installation and training included		
1	Shipping included with Sourcewell purchase	$3,000	
1	Waste and Recycling Program Sourcewell Price	$21,070	$21,070
1	Defensive Driving Training Program Sourcewell Pricing	$12,250	$12,250
	Option 1a: Support & Extended Warranty - **1 year**	$4,000	
	Option 1b: Support & Extended Warranty & Software Updates - **1 year**	$7,400	
	Option 1c: Support & Extended Warranty & Software Updates & onsite Preventive Maintenance - **1 year**	$11,500	
	Option 1d: Support & Extended Warranty - **3 years** *	$10,800	
	Option 1e: Support & Extended Warranty & Software Updates - **3 years** *	$19,980	
	Option 1f: Support & Extended Warranty & Software Updates & onsite Preventive Maintenance - **3 years** *	$31,050	
1	Option 1g: Support & Extended Warranty - **5 years** *	$16,000	$16,000
	Option 1h: Support & Extended Warranty & Software Updates - **5 years** *	$29,600	
	Option 1i: Support & Extended Warranty & Software Updates & onsite Preventive Maintenance - **5 years** *	$46,000	
	Virage Sourcewell Contract #011822-VIR		
	Note: Delivery Included		
	Note 2: Sales tax will be added on the final invoice unless sales tax exempted.		

Payment terms:
NET30 upon delivery
Note: * full payment at time of delivery

SUBTOTAL	**$166,320**
TAXES	
TOTAL USD $	**$166,320**

If you have any questions concerning this quotation, contact
Danny Grenier, Phone 514-856-1556 Ext. 103, E-mail: Danny.Grenier@VirageSimulation.com or
Doug Larsen Phone: 801-633-2066; Email: Doug.larsen@VirageSimulation.com

Order now: Just sign, date and return this form to order your simulator, or provide a company P.O.

Print Name Signature Date

THANK YOU FOR YOUR BUSINESS!

EXHIBIT B
PAYMENT SCHEDULE

Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:

SEE ATTACHED PROPOSAL

EXHIBIT C
CERTIFICATES OF INSURANCE

Certificate Holder : To Whom It May Concern

CERTIFICATE OF INSURANCE

This is to certify that policies of insurance as described below have been issued to the named Insured for the period indicated. The insurance afforded is subject to the terms, conditions and exclusion of those policies, notwithstanding any requirement or condition of the contract or of any other document directly related to this certificate of insurance. The Aggregate limits indicated may have been reduced by the amount of any claims paid.

Name of Insured: Virage Simulation Inc..
85 Montpellier, Montreal, QC, Canada, H4N 2G3

Name of Insurer: Chubb Canada Insurance Company
- Commercial General Liability
- Policy # 36030467

Name of Insurer: Chubb Canada Insurance Company
- Commercial Excess Liability
- Policy # 79895509

Period of Insurance : From : December 4, 2023 To : December 4, 2024

Description of the Insured's operations: Manufacture and assembly of simulator

Type of insurance	Limits of liability	
Commercial General Liability	Each Occurrence	$1,000,000. CAD
- Occurrence ☼	Products-Completed Operations Aggregate Limit	$2,000,000. CAD
	Personal Injury and Advertising Liability Limit	$2,000,000. CAD
	General Aggregate Limit	$10,000,000. CAD
	General Aggregate Limit (US territory)	$2,000,000. CAD
	Tenants' Legal Liability Limit	$1,000,000. CAD
	Medical Expense Limit (any one person)	$25,000. CAD
	Non-Owned Auto Liability	$1,000,000. CAD
Commercial Excess Liability	Each Occurrence	$4,000,000. CAD
	General Aggregate Limit	$4,000,000. CAD
Workers' Compensation Insurance	Not applicable in Quebec	N/A

Authorized representative: Suzie Légaré Date: January 22, 2023

Suzie Légaré
Business Damage Insurance Broker

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2024

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: Annick Rabouin	
Annick Rabouin Lussier Montréal 935 Rue de la Gauchetière O Étage 15e Montréal, QC H3B 2M9	PHONE (A/C, No, Ext): +1 (877) 587-7437	FAX (A/C, No): (514) 842-1790
	E-MAIL ADDRESS: arabouin@lussier.co	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Virage Simulation Inc. 85 Boulevard Montpellier Saint-Laurent, QC H4N 2G3	INSURER A : Chubb du Canada Compagnie d'Assurance	
	INSURER B : Chubb du Canada Compagnie d'Assurance	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☐ **COMMERCIAL GENERAL LIABILITY** ☑ ☐ CLAIMS-MADE ☑ OCCUR ☐ ☐ ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			36030467	12/04/2023	12/04/2024	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 $ 25 000 $ 2 000 000 $ 1 000 000 $ 2 000 000 $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY ☐ ☐			36030467	12/04/2023	12/04/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ 1 000 000 $
B	☑ **UMBRELLA LIAB** ☑ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			79895509	12/04/2023	12/04/2024	EACH OCCURRENCE AGGREGATE $	$ 4 000 000 $ 4 000 000 $
	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					☐ 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)

1. Development of road vehicle simulator
2. Distributor of this product
3. Assembly, integration and testing of simulators

CERTIFICATE HOLDER

City of College Station, Attn: Risk Management, P.O. Box 9960, College Station TX 77842

It is also understood and agreed that the City of College Station is added as an Additional Insured and further providing 'primary and non-contributory' language with regard to self-insurance or any insurance the City may have or obtain.

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

A. Rabouin

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March 28, 2024

Alan Degelman
Buyer II
City of College Station
979-764-3561

Dear Mr. Degelman,

This letter is to confirm that the Quebec CNESST is responsible for the Worker's Compensation for our employees that reside in Quebec. This program is also valid outside Quebec for Virage Simulation employees.

Here is the supporting information from the CNESST website:

CNESST – Worker's Comp Information

https://www.cnesst.gouv.qc.ca/en/procedures-and-forms/workers/work-accident-or-occupational-disease/choosing-between-cnesst-and-another-compensation

Workers who have a **work accident** or contract an **occupational disease** outside Québec may choose to be compensated by the CNESST or by another organization that administers a compensation plan. In this context, one of the following 3 situations must apply to you at the time of the event:

- you are domiciled outside Québec
- your work accident occurred or your occupational disease was contracted outside Québec (e.g., a worker domiciled in Québec who is employed by a Québec company has a work accident while working in Ontario)
  - Actual law in French:

    8. *La présente loi s'applique au travailleur victime d'un accident du travail survenu hors du Québec ou d'une maladie professionnelle contractée hors du Québec si, lorsque l'accident survient ou la maladie est contractée, il est domicilié au Québec et son employeur a un établissement au Québec.*

This means that CNESST applies for workers outside the province of Quebec if those workers reside in Quebec.

- you were exposed to contaminants or materials outside Québec that caused an occupational disease

Since you cannot be compensated by more than one organization, you will have to make a choice and inform us.

Work accident

What is a work accident? It is a sudden, unexpected event that occurs at work and results in injury or illness to the workers involved.

In the event of a work accident, the worker may be entitled to **benefits** and services such as **medical aid** or **rehabilitation** if they need it and their claim is accepted. They must file a formal claim by completing the **Worker's claim** form within 6 months of the accident.

In the event of a **non–work-related accident**, if the worker has to take time off work, their employment relationship is protected.

Criteria for a work accident

1. Accidental event

An accidental event occurs suddenly and unexpectedly. It may be caused, for example, by actions that require a sustained and unusual effort on the part of the worker to perform certain tasks.

To be recognized as a work accident, the event must occur while the worker is doing:

- the tasks for which they are employed. The event is then said to arise out of their work. For example, a welder who is welding a piece of metal and gets a chip in their eye.

or

- while the worker is doing tasks other than those they normally do,

but the tasks are still related to their work. For example, a mechanic who falls while helping a coworker replace a garage sign. In this case, the event is said to occur in the course of their work. At the time of the accident, the worker must be on duty with their employer.

2. Presence of an employment injury

To be recognized as a work accident, the event must have resulted in an employment injury, that is, an injury or an illness diagnosed by a physician. There must be a causal relationship between the accident and the injury, not just a coincidence.

Compensation

https://www.cnesst.gouv.qc.ca/en/procedures-and-forms/workers/compensation-and-reimbursements/compensation

Workers who suffer an employment injury may receive compensation from the CNESST.

Income replacement indemnity for the first 14 days

When a worker is absent for fewer than 14 days because of an employment injury, the employer must pay them 90% of their net income.

Retirement plan indemnity

Following an employment injury, after the period provided for the worker to exercise their right to return to work has expired, the CNESST may assume the employer's share of the retirement plan contributions.

Income replacement indemnity

The CNESST pays an income replacement indemnity to workers who are unable to work.

Don’t hesitate if you have any additional questions.

Sincerely,

Danny Grenier, President
Virage Simulation Inc.
85 Montpellier
Montreal, QC, H4N 2G3

May 13, 2024
Item No. 7.9.
MCCi, LLC Scanning Contract

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a contract for document scanning services with MCCi, LLC in the amount not to exceed $106,152.22.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City

Recommendation(s): Staff recommends approval.

Summary: Planning and Development Services moved from paper files and drawings to electronic files in 2015 with the implementation of their permitting software. This contract will allow for the digitization of thousands of historical paper documents such as site plans, construction drawings, and studies that can then be archived and more easily retrieved to facilitate staff research and customer requests for these documents. Once scanned, the documents will be properly backed up for retention purposes.

The scope of services for this contract includes the preparation and scanning of black and white, regular and oversized, planning, engineering, and building documents. Deliverables include archive-quality, indexed images in Laserfiche. The time to complete the scope of the project will be six months.

Budget & Financial Summary: As a part of the FY24 budget, the City Council approved an SLA for $100,000 for the scanning of Planning & Development Services historical files. Since the time the SLA was researched as part of the annual budgeting process, the cost of scanning services has increased. The proposal in the contract serves as an estimate of the amount of files. If it does exceed $100,000 in cost, the additional funds will come out of the department's operational budget, but not exceed the total amount of $106,152.22. Once completed, there will be an annual savings of $1,350 that was previously needed for off-site file storage.

Attachments:
1. 24300465--General Service Contract

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300465 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Scanning Services
for Planning & Development Department

Name of Contractor: MCCi, LLC

CONTRACT TOTAL VALUE: $ 106,152.22 **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)

Scanning Services to digitize historical files for the Planning & Development Department.

Vendor is on BuBoard Procurement Cooperative Contract #625-20

This is an approved FY24 SLA. Funding Account: 10010521-5399

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 5/13/24 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Anthony Armstrong — 5/2/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

5/2/2024
ASST CITY MGR – CFO — DATE

5/6/2024
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
GENERAL SERVICES CONTRACT

This **General Services Contract** ("Contract") is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation ("City") and MCCi, LLC ("Contractor"), collectively referred as the Parties, for the following project, Scanning Services, and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
PAYMENT, TERM, SPECIAL DEFINITIONS, AND INTERPRETATION

1.1 Consideration. In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Contractor's Completion of work in conformity with this Contract, as well as the non-monetary consideration in the form of the Contractor's representations, warranties, promises, and obligations contained in this Contract, the City shall pay the Contractor an amount not to exceed One Hundred Six Thousand One Hundred Fifty-Two **and** 22**/100 Dollars (**$106,152.22**).**

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

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

1.4 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services/Work by the following dates: six months after notice to proceed.

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

1.6 Special Definitions. Unless specially defined in this Contract, words used in this Contract shall be interpreted according to their common usage or meaning to result in the most reasonable application. Unless otherwise designated, the following special definitions shall apply whether a term or phrase appears in capital letters or in bolded, italicized, or underlined print:

(a) **"Business Day"** means a day other than a Saturday, Sunday, or holiday recognized by the City, and unless described by this Contract as a "Business Day," a "day" herein described shall mean a calendar day.

(b) **"City"** means the City of College Station, Texas, a signing Party to this Contract, including its elected officials, appointed officials, officers, employees, representatives, agents, successors and permitted assigns.

(c) **"City Council" or "Council"** means the City Council of the City of College Station, Texas, the governing body of the City.

(d) **"City Manager"** means the City Manager of the City of College Station, Texas.

(e) **"Contract" or "Agreement"** means this General Services Contract including all attached exhibits approved and executed by the signing Parties.

(f) **"Contractor"** means the Contractor as described above, a signing Party to this Contract, including its directors, officers, members, managers, partners, employees, representatives, agents, subcontractors, successors, and permitted assigns.

(g) **"Contractor Business Records"** means the business records created or maintained by the Contractor (or on its behalf) regarding the performance of this Contract that the City reasonably needs to inspect, copy, and review to determine Contractor compliance with this Contract.

(h) **"Default"** means the conduct, act, or omission by a Party which constitutes a breach or violation of a duty, obligation, representation, or responsibility imposed on that Party by this Contract. Default is synonymous with material default as used in this Contract.

(i) **"Insurance Coverage"** includes not only commercial insurance coverage but also risk pool coverage as allowed by law.

(j) **"Party"** means a signing Party to this Agreement. The signing Parties to this Contract collectively are the City and the Contractor.

(k) **"Project"** means the City's project made the subject of this Contract, as defined by the Scope of Work or Services described in this Contract in **Exhibit A**.

(l) **"Scope of Services or Work"** means the services, goods, and work described in this Contract for the City's Project, as described in **Exhibit A**.

1.7 Interpretation.

(a) Unless otherwise designated in this Contract, the past, present, or future tense shall each include the other, the masculine or feminine gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.

(b) All statements made in the preamble and preliminary recitals of this Contract and all attached documents are incorporated by reference. The following documents are attached to this Contract as exhibits: **Exhibit A** – Scope of Services/Work; **Exhibit B** – Payment Schedule; and **Exhibit C** – Certificates of Insurance.

ARTICLE II
CHANGE ORDER

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

(a) **City Manager Approval.** When the original Contract amount plus all change orders is $50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than $50,000. A change order resulting in a revised Contract amount exceeding $50,000 may be subject to additional statutory requirements as applicable; and

When the original Contract plus all change orders is greater than $50,000 but less than $100,000, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than $100,000. For such contracts, when a change order results in a total Contract amount that exceeds $100,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount; and

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

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

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

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

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

ARTICLE IV
INSURANCE

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

4.2 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance coverage policies are attached in **Exhibit C**. During the term of this Contract, Contractor's insurance policies shall meet the minimum requirements of this section.

4.3 Types. Contractor shall acquire and maintain for Contract duration the following types of insurance:

(a) Commercial General Liability;
(b) Business Automobile Liability; and
(c) Workers' Compensation/Employer's Liability.

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

(a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and delivered to the City in a timely manner according to this instrument.

(b) Certificates of Insurance and endorsements shall be furnished and delivered to the City on the most current State of Texas Department of Insurance-approved forms to the City's Representative no later than 3 days before this instrument is submitted for final approval and execution by the City; shall be attached to this Contract as **Exhibit C**; and shall be approved by the City before work begins.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos operated by the Contractor on (i) City property, (ii) the job or work site associated with or related to the business purpose or Scope of Services/Work described by this Contract, (iii) any other property or road in performance of this contract.

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

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

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

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

ARTICLE V
INDEMNIFICATION AND RELEASE

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

5.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes

of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI
GENERAL TERMS

6.1 Performance. Contractor, its officers, employees, associates, representatives, agents, subcontractors, successors, permitted assigns and other representatives expressly warrant and represent that they shall perform all the work and services described in the Scope of Services or Work in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor and its aforesaid representatives shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.2 Termination.

(a) Termination for Convenience. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work and services performed provided Contractor is not in default of this Contract. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work and services performed and expenses incurred before the date of termination, provided the Contractor is not in default of this contract.

(b) This **Contract** also may be terminated: **(a)** by the City upon a default committed by the Contractor; **(b)** by a subsequent written termination Contract executed with the mutual consent of the contracting Parties; and **(c)** at the conclusion of the Contract term, unless the Contract term is extended by a written amended Contract executed with the mutual consent of the contracting Parties as herein required.

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

6.4 Amendment. This Contract may only be amended by written instrument approved and executed by the Parties.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project made the basis of this Contract. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then

resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA) regarding the Contractor's performance, operations and activities pursuant to this Contract. The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA. Nothing in this Contract shall be construed to alter or affect the obligation of the Contractor to comply with any applicable federal or Texas statute, rule, or regulation, and any applicable local ordinance, rule, or regulation regarding the performance of this Contract or the Contractor's operations and activities regarding the project made the subject of this Contract, and further, the parties would show that prior to the approval of this Contract by the City, the Contractor has submitted to the City: (a) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code; and (b) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code.

6.7 Waiver of Terms. No waiver or deferral by either Party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition. Also, no waiver of a default occurs if a non-defaulting Party fails to immediately declare a default or delays in taking any action regarding a default committed by a defaulting Party.

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

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

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

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

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

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto. The Effective Date is the date the last signing Party executes this Contract.

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

CITY OF COLLEGE STATION
Attn: Bridgette George
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
bgeorge@cstx.gov

MCCi, LLC
Attn: Lawrence Steed
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
lsteed@mccinnovations.com

6.15 Governmental Immunity. This Contract is subject to the proper application of the doctrine of governmental immunity.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity, and further, copies of this complete and fully executed Contract (including copies of signatures) shall have the same force and effect as an original.

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

6.18 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

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

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

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

6.19 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

6.20 Default.

(a) The City may declare a Default of this Contract if the Contractor commits a Default of this Contract and fails to cure the default during an authorized cure period as herein described.

(b) If the City declares a Default of this Contract, it is agreed that the City may modify or terminate this Contract, and the City, in such event, shall be entitled to pursue all remedies allowed or authorized by law, equity, or this Contract.

(c) The City shall notify the Contractor of a Default in writing, and the Parties agree as follows: **(i)** the default notice shall specify and reasonably explain the basis for the declaration of default; **(ii)** regarding an authorized opportunity to cure, the Contractor shall have 10days from the receipt of the default notice to cure the default; **(iii)** where fulfillment of any obligation requires more than 10 days, the Contractor's performance shall be commenced within 10 days after the default notice receipt and such performance shall be diligently continued until the default is cured; and **(iv)** however, if such default cannot be cured, or cannot be cured within 45 days from the date of the default notice receipt, the Contractor shall be liable for and will promptly perform under this Contract and pay to the City within 60 days from receipt of the default notice all amounts due the City for the default as described in this Contract.

(d) Should a Default be committed by the Contractor, the City may pursue and recover all remedies authorized by law, equity or this Contract, including: **(i)** termination of this Contract; **(ii)** litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; **(iii)** equitable relief or extraordinary relief, including all authorized injunction, specific performance, and mandamus relief; and **(iv)** all authorized remedies for the **(a)** recovery of all accrued monetary amounts due the City but not paid by the Contractor to the City under this Contract, and **(b)** recovery of the City's reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the City as allowed by law.

(e) Should a Default be committed by the City, the Contractor may pursue and recover all remedies authorized by law, equity, or this Contract, including: **(i)** termination of this Contract; **(ii)** litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; **(iii)** equitable relief, specific performance, or extraordinary relief, including all authorized injunction and mandamus relief; and **(iv)** recovery of the reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the Contractor as allowed by law.

6.21 Alternative Dispute Resolution. No suit shall be filed by a Party regarding a dispute arising under or related to this Contract unless the Parties first attempt to submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Contract, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held

in Brazos County, Texas, within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509, (800) 733-9529.

List of Exhibits

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

MCCi, LLC

By: Victor D'Aurio
Title: COO

Printed Name: Victor D'Aurio
Date: 5/2/2024

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: 5/6/2024

_____
Assistant City Manager/CFO
Date: 5/2/2024

EXHIBIT A
SCOPE OF SERVICES/WORK

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services/Work that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

This contract is for scanning services to be provided to the City's Planning & Development Department. Reference Quote Number 30709 Project Scope as part of Exhibit A.

MCCi is a BuyBoard Vendor, and this service is on BuyBoard Document Scanning Services Contract #625-20.

PROJECT SCOPE – PUBLIC BOARD FILES

GENERAL DESCRIPTION

Document Size	Regular up to 11" x 17"
Department	Planning and Development
Document Types	Public Board Files
Document Count	500
Image Count	10,000
Images Per Document	20

DOCUMENT PREPARATION

Current Storage Method	File Cabinet
Conditions of Documents	Staples and paper clips

IMAGE PROCESSING & INDEXING

DPI & Color	300 DPI, Black & White
Number of Index Fields	Up to 1 Fields
Document Naming Convention	Document name
Fields to be Indexed	Project Number
Optical Character Recognition	Included

IMAGE OUTPUT

Delivery Method	Secure FTP Transfer
Output Type	Laserfiche Briefcase

MATERIAL HANDLING

Shipping Logistics	MCCi Pickup
Shipping & Delivery Terms	Up to 1 shipment to include all projects within this agreement
Physical Documents	Return to Client

The Scope above has been provided and/or confirmed by Client. Both Parties agree that the estimated Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

PROJECT SCOPE - PLANS

GENERAL DESCRIPTION

Document Size	Regular up to 11" x 17"
Department	Planning and Engineering
Document Types	Plans
Document Count	1400
Image Count	140,000
Images Per Document	100

DOCUMENT PREPARATION

Current Storage Method	File Cabinet
Conditions of Documents	Stapled or Paper Clips – some may have plastic spiral bound, so will have to be destroyed.

IMAGE PROCESSING & INDEXING

DPI & Color	300 DPI, Black & White
Number of Index Fields	Up to 1 Fields
Document Naming Convention	Document name
Fields to be Indexed	Project Number
Optical Character Recognition	Included

IMAGE OUTPUT

Delivery Method	Secure FTP Transfer
Output Type	Laserfiche Briefcase

MATERIAL HANDLING

Shipping Logistics	MCCi Pickup
Shipping & Delivery Terms	Up to 1 shipment to include all projects within this agreement
Physical Documents	Return to Client

The Scope above has been provided and/or confirmed by Client. Both Parties agree that the estimated Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

PROJECT SCOPE - PERMITS

GENERAL DESCRIPTION

Document Size	Regular up to 11" x 17"
Department	Planning and Development
Document Types	Permits
Document Count	350
Image Count	47,250
Images Per Document	135

DOCUMENT PREPARATION

Current Storage Method	Boxes
Conditions of Documents	Some might be stapled

IMAGE PROCESSING & INDEXING

DPI & Color	300 DPI, Black & White
Number of Index Fields	Up to 1 Fields
Document Naming Convention	Document name
Fields to be Indexed	Permit Number
Optical Character Recognition	Included

IMAGE OUTPUT

Delivery Method	Secure FTP Transfer
Output Type	Laserfiche Briefcase

MATERIAL HANDLING

Shipping Logistics	MCCi Pickup
Shipping & Delivery Terms	Up to 1 shipment to include all projects within this agreement
Physical Documents	Return to Client

The Scope above has been provided and/or confirmed by Client. Both Parties agree that the estimated Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

PROJECT SCOPE – BUILDING FILES

GENERAL DESCRIPTION

Document Size	Large Format up to 42” wide
Department	Planning and Development
Document Types	Building Files
Document Count	410
Image Count	30,750
Images Per Document	75

DOCUMENT PREPARATION

Current Storage Method	Rolled up in boxes
Conditions of Documents	Rolled, stapled, rubber bands

IMAGE PROCESSING & INDEXING

DPI & Color	300 DPI, Black & White
Number of Index Fields	Up to 1 Fields
Document Naming Convention	Document name
Fields to be Indexed	Project Number
Optical Character Recognition	Included

IMAGE OUTPUT

Delivery Method	Secure FTP Transfer
Output Type	Laserfiche Briefcase

MATERIAL HANDLING

Shipping Logistics	MCCi Pickup
Shipping & Delivery Terms	Up to 1 shipment to include all projects within this agreement
Physical Documents	Return to Client

The Scope above has been provided and/or confirmed by Client. Both Parties agree that the estimated Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

MILESTONES, TASKS & DELIVERABLES

Milestone	TASKS / Deliverables
#1: Project Kickoff	***Tasks:*** Client's MCCi salesperson will set up a project kickoff call. During the kickoff call, the MCCi team will walk Client through the project scope and contract. Requirements, timeline, pickup and delivery, and other project specifics will be discussed with Client. ***Client Deliverables:*** ▪ Client is responsible for filing of all documents in their document management system ▪ All documents will be boxed and securely closed. ▪ Boxes will not exceed 40 lbs each ▪ Boxes will need to be 95% filled or less ▪ Boxes will need to be accessible without the use of stairs ▪ Boxes will need to be clearly labeled ▪ Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion ***Assumptions:*** MCCi may utilize Basecamp to communicate with Client on a regular basis about project progress, issues, etc. MCCi may not conduct Client kickoff for continuations of existing project(s).
#2: Sample Sign-Off	***Tasks:*** Once Client documents are brought into MCCi facility and reviewed, the MCCi team will scan a sample of Client's documents. MCCi will select settings based on the Project Scope, and to make sure Client's documents are being digitized in a manner that preserves as much detail, clarity, and quality as possible. MCCi will deliver these sample scans to Client electronically for review. Once Client agrees that the sample scan quality is satisfactory, the MCCi team will proceed with the rest of the project. ***Assumptions:*** Sample scans may not be needed if MCCi and Client have previously worked on similar conversion projects together. Client will review sample scans within two (2) business days of receiving them from MCCi. Client will need to approve or deny image quality samples within two (2) business days of electronic delivery. Delays in approval may cause significant delays in project timeline.
#3: Scheduled Finished Product Delivery	***Deliverable:*** At regular intervals (typically monthly), the MCCi team will electronically deliver the digitized documents that were finished in the previous period. ***Assumptions:*** Billing will occur upon completion of this milestone. These documents will have gone through MCCi prepping, scanning, and quality control processes. The delivery schedule will vary based on the size and scope of project.

#4 Physical Document Return	***Tasks***: Once the last finished product delivery has taken place, Client's documents will be returned in the fashion indicated in the Project Scope. Documents will continue to be treated with care until they are in Client's possession. Documents will be returned to Client in the order they were received, but they will not be placed back into their file folders/envelopes or be re-prepped (unless specifically stated otherwise in the Project Scope). Folders/envelopes may need to be cut for processing. Client should review all returned documents to ensure all originals are back in their possession. If Client has chosen to have MCCi destroy their documents (as opposed to being returned), Client will receive written notification that the documents have been destroyed.

EXHIBIT B
PAYMENT SCHEDULE

Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:

Total Scanning Services Cost: $106,152.22

PRICING

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Bridgette George
bgeorge@cstx.gov
cc AP Contact: Vendorinvoiceentry@Cstx.Gov

Client Name: City of College Station
Client Address: PO Box 9973, College Station, TX 77842
Quote Number: 30709
Order Type: Scanning

Quote Date: March 14, 2024

Scanning Services Description:	*Qty.*	*Unit Cost*	*BuyBoard #716-23*	*Total*
MCCi SCANNING SERVICES				
☑ Regular Size Images up to 11x17" (< 250,000) Doc Prep Per Image	197250	$0.100	$0.0949	$18,719.03
☑ Regular Size Images up to 11x17" (< 250,000) Scanning Per Image	197250	$0.142	$0.1347	$26,569.58
☑ Regular Size Images up to 11x17" OCR Per Image	197250	$0.016	$0.0149	$2,939.03
☑ Large Format up to 42" Wide (< 50,000) Standard Scan and Prep Per Image	30750	$2.452	$2.329	$71,616.75
☑ Indexing Fields Per Index (< 10,000)	2660	$0.442	$0.42	$1,117.20
☑ Pick Up, Base Fee	1	$500.00	$475.00	$475.00
☑ Pickup, Per Box (<150)	110	$16.80	$15.96	$1,755.60
☑ Delivery, Base Fee	1	$500.00	$475.00	$475.00
☑ Return, Per Box (<150)	110	$16.80	$15.96	$1,755.60
☑ Project Management for Scanning	1	$7,650.00	$7,267.50	$7,267.50
Scanning Services Subtotal				***$132,690.28***

GRAND TOTAL - SCANNING SERVICES	***$132,690.28***

☑ ***One-Time Scanning Discount*** ($26,538.06)
**This total discount (20% of Scanning Services) is based on 100% of project completion. The discount billed will be a reflection of the volume scanned at time of invoicing.*
Discount Expires in 30 Days.

TOTAL SCANNING PROJECT COST	***$106,152.22***

All Quotes Expire in 30 Days
This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

BuyBoard Pricing - The pricing and terms in this contract are derivative of the “Not-To-Exceed” digitization rates that were competitively sourced through BuyBoard’s Document Scanning Services contract #625-20. The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this SOW. The rates listed may be applied to additional projects that haven’t been specifically outlined in this SOW, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

BILLING SCHEDULE

Deliverables will be billed monthly for work completed during the previous month. Client is responsible for all images processed by the MCCi project team. Any expected overages will be raised with Client before such overage is to occur so that Client can appropriately make arrangements to accommodate for the overages.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

SCANNING ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the scope of services to be provided. Variations to the following may impact this SOW's cost and/or schedule and require a change order.

DELIVERABLE ACCEPTANCE CRITERIA

- Both Parties acknowledge that the acceptance period noted herein is in conflict with the Master Agreement and the terms defined below take precedence.
- MCCi's delivery of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in the original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within the Acceptance Period (defined below).
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have 30 days after MCCi delivers the Deliverable to Client (the "Acceptance Period") to give written notice to MCCi specifying the deficiencies in reasonable detail.
    - MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
    - Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
    - Notwithstanding the foregoing, if Client fails to reject any Deliverable within 30 days, such Deliverable shall be deemed accepted.

GENERAL

- Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.
- Client agrees that the work described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this Order.
- MCCi maintains partnerships for the purpose of offering additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project will be handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.
- Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (http://www.basecamp.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Basecamp.
- Client is responsible for creating and operating any workflows needed to import data. Our import assistance is only for importing into Laserfiche and does not cover any workflow diagnosis or modifications.

DOCUMENTS

- Client understands that MCCi will process every image supplied to MCCi by Client as furnished. Client is responsible for removing any documents before shipping to MCCi for processing.
- Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion. Upon completion of scanning, MCCi will return the documents to the Client in the order as received from Client but not placed back into their file folders/envelopes or re-prepped unless specifically stated otherwise in the Project Scope.
- Client is required to package all materials per MCCi's instructions prior to shipment/delivery of materials to MCCi's facility. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one (1) shipment. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.

DOCUMENT & DATA STORAGE

- MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to Client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after converted electronic data is delivered to Client, storage charges of $2.50 per cubic foot per month will apply.
- MCCi is not responsible for maintaining a copy of Client data, with the exception of clients who subscribe to MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. If Client requires MCCi to delete copies of its data prior to MCCi's standard process of deleting data, Client is responsible for submitting an official request in writing and for obtaining confirmation of data deletion.

LASERFICHE

Laserfiche system clients with a pre-existing template are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

EXHIBIT C
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2024 — 4/19/2024

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 Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0B99399 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1456427 MCCi, LLC 3717 Apalachee Parkway Tallahassee FL 32311	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company — 20508 INSURER B : American Casualty Company of Reading, PA — 20427 INSURER C : The Continental Insurance Company — 35289 INSURER D : Travelers Property Casualty Company of America — 25674 INSURER E : INSURER F :

COVERAGES MCCIL01 **CERTIFICATE NUMBER:** 16330007 **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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y	N	6072067360	12/1/2023	12/1/2024	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Comp. Ded. $100	N	N	6072067343	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Coll. Ded.	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000	N	N	6072067357	12/1/2023	12/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C C	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	6072067326 (AOS) 6079501170 (CA)	12/1/2023 12/1/2023	12/1/2024 12/1/2024	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	Tech E&O/Cyber Liability	N	N	ZPL-5IN599A-23-I5	12/1/2023	12/1/2024	Limit: $5,000,000 SIR: $50,000	

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

City of College Station, its officers, agents, volunteers, and employees are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Insurance provided to Additional Insured(s) is primary and non-contributory to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Notice of Cancellation applies per the applicable policy language or endorsements.

CERTIFICATE HOLDER

16330007
City of College Station
Attn: Risk Management
P.O. Box 9960
College Station TX 77840

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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CNA

CNA PARAMOUNT

Technology General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this Coverage Part; and

(2) was executed prior to:

(a) the bodily injury or property damage; or

(b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. such person or organization's financial control of a Named Insured; or
2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury as grantor of a franchise to the Named Insured.

D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

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E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions — Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
    a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    b. the construction, erection, or removal of elevators; or
    c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

    The coverage granted by this paragraph does not apply to:

    a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
    b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

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I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:

   a. the Named Insured's acts or omissions; or

   b. the acts or omissions of those acting on the Named Insured's behalf,

   in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for bodily injury or property damage arising out of your products which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

   a. bodily injury or property damage for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

   b. any express warranty unauthorized by the Named Insured;

   c. any physical or chemical change in any product made intentionally by such person or organization;

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

   e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

   g. products which, after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

   h. bodily injury or property damage arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

      (1) the exceptions contained in Subparagraphs d. or f. above; or

      (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph J. does not apply to any insured person or organization, from whom the Named Insured has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

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3. This Paragraph J. also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;

b. to any of your products for which coverage is excluded by endorsement to this Coverage Part; nor

c. if bodily injury or property damage included within the products-completed operations hazard is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for bodily injury, property damage or personal and advertising injury for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor

2. for bodily injury or property damage included within the products-completed operations hazard except to the extent all of the following apply:

a. this Coverage Part provides such coverage;

b. the written contract or agreement described in the opening paragraph of this ADDITIONAL INSUREDS Provision requires the Named Insured to provide the additional insured such coverage; and

c. the bodily injury or property damage results from your work that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY — EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

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The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

   a. on the effective date of this Coverage Part; or

   b. by reason of a Named Insured creating or acquiring the organization during the policy period,

   qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

   But this BROAD NAMED INSURED provision does not apply to:

   (a) any partnership or joint venture; or

   (b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

   For the purpose of this provision, and of this endorsement's JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES provision, management control means:

   A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

   B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:

   a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

   b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

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6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

7. EXPECTED OR INTENDED INJURY— EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A — Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

A. Under COVERAGES, Coverage A — Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to bodily injury provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:

(1) such bodily injury is caused by an occurrence that takes place in the coverage territory.

(2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence; and

B. Under COVERAGES, Coverage A — Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

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Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

a. professional health care services on behalf of the Named Insured or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

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ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

iii. amend the definition of Insured to:

a. add the following:

- the Named Insured's employees are Insureds with respect to:

(1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and

(2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

- the Named Insured's volunteer workers are Insureds with respect to:

(1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and

(2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to:

the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations; nor

the conduct of a current or past limited liability company in which a Named Insured's interest does/did not rise to the level of management control;

except that if the Named Insured was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the policy period, then such

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Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense, first occurred after such termination date;

b. the bodily injury or property damage first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY — DAMAGE TO PREMISES

A. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the first paragraph immediately following subparagraph (6) of the Damage to Property exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

B. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the LIMITS OF INSURANCE Section.

C. LIMITS OF INSURANCE is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under COVERAGE A for damages because of property damage to:

a. any one premises while rented to a Named Insured or temporarily occupied by a Named Insured with the permission of the owner; and

b. contents of such premises if the premises is rented to the Named Insured for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The Other Insurance Condition is amended to delete Paragraph b.(1)(a)(ii), and replace it with the following:

(ii) That is property insurance for premises rented to a Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

E. This Provision 11. does not apply if liability for damage to premises rented to a Named Insured is excluded by another endorsement attached to this Coverage Part.

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CNA

CNA PARAMOUNT

Technology General Liability Extension Endorsement

12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C — Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C — Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the Named Insured; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any Named Insured, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY —DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following

tort: Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B — Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

This insurance does not apply to:

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Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the Named Insured; or

(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY —DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
- attachment of an additional insured endorsement to this Coverage Part.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B —Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the Insured has assumed liability in a contract or agreement.

This exclusion does not apply to liability for damages:

(1) that the Insured would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an insured contract provided the offense that caused such personal or advertising injury first occurred subsequent to the execution of such insured contract. Solely for the purpose of liability assumed in an insured contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of personal and advertising injury provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such insured contract; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered damages are alleged.

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B. Solely for the purpose of the coverage provided by this paragraph, DEFINITIONS is amended to delete the definition of insured contract in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another party to pay for personal or advertising injury arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled SUPPLEMENTARY PAYMENTS — COVERAGES A AND B:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B —Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

17. PROPERTY DAMAGE — ELEVATORS

A. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE — ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is amended as follows:

A. Paragraph 1.b. is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph 1.d. is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraphs (3) and (4) of the Exclusion entitled Damage to Property, but only with respect to patterns, molds or dies that are in the care, custody or control of the Insured, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per policy period applies to this PROPERTY DAMAGE - PATTERNS MOLDS AND DIES coverage, and this limit:

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A. is included within the General Aggregate Limit as described in LIMITS OF INSURANCE; and

B. applies excess over any valid and collectible property insurance available to the Insured, including any deductible applicable to such insurance; the Other Insurance condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the Named Insured's ongoing operations; or
2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this Coverage Part; and
2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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May 13, 2024
Item No. 7.10.
Commercial Real Estate Brokerage Services

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a contract with Oldham Goodwin Group, LLC for commercial real estate brokerage services for City-owned property in the Midtown Business Park.

Relationship to Strategic Goals:

- Diverse & Growing Economy

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

Summary: The City of College Station desires to sell 28 acres of land in the Midtown Business Park adjacent to the intersection of Corporate Parkway and the State Highway 6 access road. This contract is for real estate services for the entire tract, or a portion thereof. This area is designated as Commercial Sub-District A in the business park.

In February/March 2024, staff solicited proposals through an RFP process, of which three (3) proposals were received. Following the review of the proposals, staff recommended proceeding with Oldham Goodwin Group, LLC to perform commercial real estate services for the property. Oldham Goodwin Group, LLC will provide detailed pre-marketing, marketing, transaction, and post-closing services through this contract.

Budget & Financial Summary: Oldhman Goodwin Group, LLC and any Buyer's representative will be compensated for sale transactions with a cash payment immediately upon the closing of escrow. The payment will be made directly from the title company. If a Buyer's agent is present, the commission fee is 4% of the gross sales price. If there is no Buyer's agent, the commission fee is 3% of the gross sales price.

Attachments:
1. Contract for Real Estate Services

CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of College Station,** a Texas Home-Rule Municipal Corporation (the "City") and **Oldham Goodwin Group, LLC** (the "Contractor"), for the following work: commercial real estate brokerage services as described in the Scope of Services attached as **Exhibit "A".**

ARTICLE I
PAYMENT AND TERM

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor's Completion of work in conformity with this Contract, the City shall pay the Contractor a set fee as set forth in **Exhibit "B"** hereto.

1.02 Payment. Payment will occur at closing as set forth in **Exhibit "B"** and in no event later than thirty (30) calendar days from the date of the City's receipt of payment application and the City's approval of the services.

1.03 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services by the following dates:

One year from the Effective Date.

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

ARTICLE II
CHANGE ORDERS

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

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

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

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

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

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

3.02 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for pe1formance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV
INSURANCE

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

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

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

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

(a) Commercial General Liability.

(b) Business Automobile Liability; and

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

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

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

(b) Ce1iificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C;** and shall be approved by the City before work begins.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLEV
INDEMNIFICATION AND RELEASE

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

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

ARTICLE VI
GENERAL TERMS

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

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

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

6.04 Amendment. This Contract may only be amended by written instrument approved and executed by the patties.

6.05 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale ce1tificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.06 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

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

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

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

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

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

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

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

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

CITY OF COLLEGE STATION	OLDHAM GOODWIN GROUP, LLC
Attn: Brian Piscacek	
PO BOX 9960	Attn: Jeremy Richmond
1207 Texas Ave	2800 Texas Avenue #401
College Station, TX 77842	Bryan, TX 77802
bpiscacek@cstx.gov	jeremy.richmond@oldhamgoodwin.com

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

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

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

6.18 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

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

(b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a

firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

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

List of Exhibits

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

OLDHAM GOODWIN GROUP, LLC

By: Jeremy Richmond

Printed Name: Jeremy Richmond

Title: Managing Director Land Services

Date: 5/2/2024

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Aaron Longoria
City Attorney
Date: 5/2/2024

_____
Assistant City Manager/CFO
Date 5/2/2024

EXHIBIT A
SCOPE OF SERVICES

The Contract terms and conditions 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 Contract terms.

The City desires to sell 28.66 acres of land (Lot 1A) zoned General Commercial at the Midtown Business Park (property) to a qualified developer for an expeditious commercial development. The City will consider subdividing the 28.66 acres upon request by a suitable developer. A suitable developer should address proposed uses, development footprint, timeline, expected value of improvements, and preliminary development plan for the City's consideration in their proposed offer.

There are no upfront cost or fees to list this property with Oldham Goodwin (OG). The expenses incurred with listing the property are the obligation of the OG. The City of College Station is not responsible for any marketing costs generated through Oldham Goodwin in the process of providing full-service brokerage and marketing activity of the property.

PRE-MARKETING

Pre-Marketing
Weeks 1-3

Analysis & Valuation	*Property Specific Issues*	*Develop Marketing Materials*
• Assess immediate market area & determine market trends • Quantify market absorption & new development pipeline for specific property type • Identify all pertinent comparable sales • Establish probable sales price trading range • Analyze & compare submarket competition	• Assess constraints that may exist due to zoning, land use or other ordinances • Determine if any deferred maintenance issues exist & facilitate corrective action if necessary • Analyze survey, plat, environmental reports & any other assessments to determine what effect if any they will have on the property value • Review all lease agreements and financial information	• Confidentiality/Registration Policy • Professional photos, aerials, mapping & demographics • Regional market & submarket trends • Competitive properties survey • Regional economic trends • Physical property analysis • Comprehensive offering memorandum prepared for Owner approval

Based on walking the property and examining the physical attributes of the site, economic feasibility, as well as analyses of the location, configuration, topography, utility capacities, access, zoning ordinances, and legal encumbrances, Oldham Goodwin will perform a new detailed market analysis and valuation of the property utilizing other similar commercial land sales and lease rates in the area. The market analysis must include feasibility and valuation of subdividing the property. OG will submit a formal Broker's Price Opinion to the City of College Station with a recommended listing price based on the City's goals and input.

OG will design new property specific marketing materials that highlight the attributes and development opportunities of the asset. Marketing materials must include language stating the City

will consider subdividing the property. Marketing materials will include a customized offering memorandum, aerial photography, and other print and web-based media. At their expense, Oldham Goodwin will order the installation of a 10'x20' customized "**For Sale-Will Subdivide**" sign to be visible on the property from State Highway 6. OG will also create a customized aerial drone video of the property and the surrounding sub-market. This is particularly valuable when showcasing the asset's proximity to major landmarks, as well as highlighting its strategic location. The drone video allows out of market investors to tour the asset from a distance.

While designing marketing material, OG will work with City staff and stakeholders to gather and organize all property level due diligence information such as existing surveys, plats, declaration of covenants, conditions, and restrictions, engineering reports, title documents, feasibility studies, environmental, and conceptual plans. This information is not only critical in proving the value of the property but will eliminate unnecessary delays in the negotiation and contract period with potential buyers.

MARKETING

Marketing
Project Driven: Weeks 4-8

Targeted National Campaign	*Focused Marketing Program*	*Narrowing The Field*
• Formulate investor and end user list from database • Execute database distribution of Offering Memorandum with confidentiality/registration agreement • Notify trade publications of offering • Notify appropriate property type affiliate network of management companies, mortgage brokers, etc	• Direct contact with most likely active buyers • Log requests for Offering Memorandum • Distribute Offering Memorandum • More direct follow-up with likely buyers not responding to the offering • Schedule property tours	• On-going buyer communication • Specific discussions as to buyer's ability to financially perform • Encourage & insist upon property tours by interested buyers • Identify & rate offerees • Final assessment as to market penetration of the offering • Call for offers

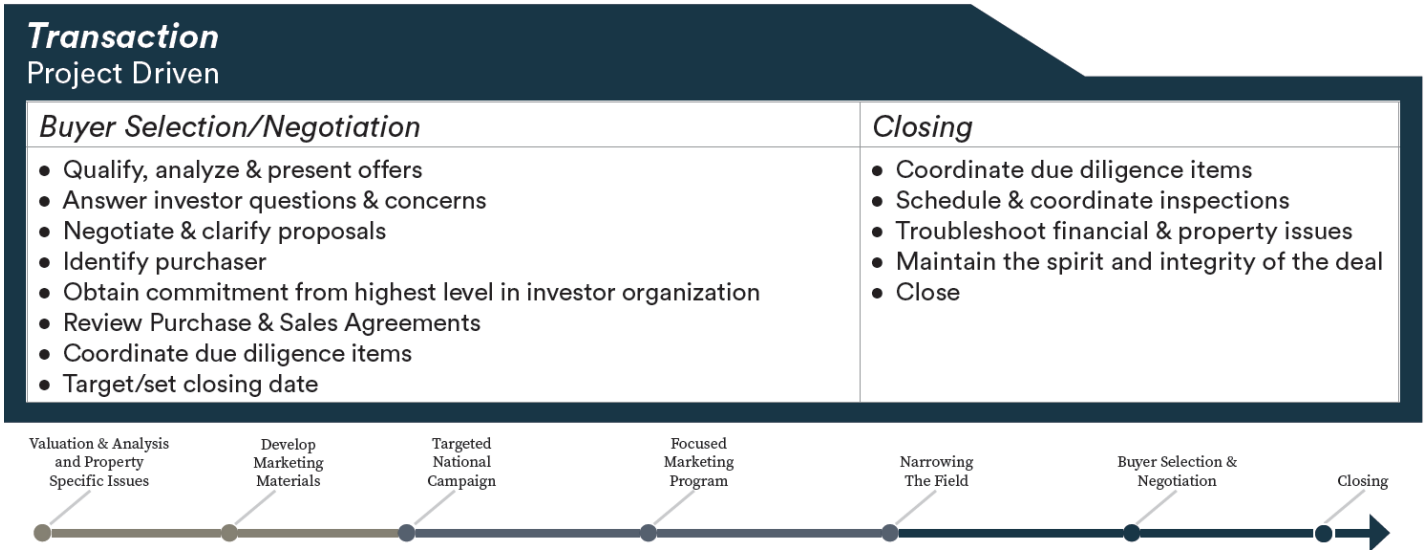
Oldham Goodwin Land Services will distribute detailed marketing information to all major real estate professionals nationwide. This includes a database of tenants, owners, developers, 1031 exchange buyers, brokers, as well as private and public REITS, private equity funds, and independent investors. The property will be advertised on high-traffic commercial real estate marketing websites listed below.

Loopnet | TXLS | CoStar Group | Bryan-College Station MLS | CREXi | Houston Area Realtors

All marketing information will be uploaded to the Oldham Goodwin Group, LLC website (www.oldhamgoodwin.com). This is another avenue for brokers and potential customers to gather more information regarding the property. OG will design multiple property specific custom email blasts that are delivered to their network and database of real estate professionals nationwide through Constant Contact, Property Send, and Property Campaign. OG will also implement a focused direct calling campaign to potential buyers and users.

OG will provide reports to the City of College Station on a regular frequency with full transparency and will be available to meet with and make presentations to the City of College Station Economic Development Meetings, City Council, or other meetings as required.

TRANSACTION



The result of Oldham Goodwin Land Services marketing efforts will be the procurement of potential buyers. Oldham Goodwin will conduct site tours and assist potential buyers with completing required forms and conducting their due diligence. Once an offer is received, OG will present all details of the terms of the offer and background of the prospective buyer to the City of College Station. Once the contract has been executed and delivered to the title company along with the buyer's earnest money deposit, OG will ensure the transaction is completed in the time frames established by the contract. The following is a list of critical tasks provided by Oldham Goodwin Group from opening of escrow to transaction completion:

1. Coordinate appraisals, environmental inspections, property inspections, title searches, surveys, and other consulting services.
2. Facilitate the buyer's due diligence during the feasibility period.
3. Ensure all requirements are fulfilled for closing.
4. Coordinate real estate transaction closing.
5. Handle all other customary activities and services associated with real estate transactions.

POST-CLOSING

Oldham Goodwin is available for follow-up and to answer questions from stakeholders or public officials in the future related to the property.

EXHIBIT B
PAYMENT SCHEDULE

Contractor Fee Structure.

Contractor's fee is as follows:

If Buyer's Agent	If No Buyer's Agent	
4.0%	3.0%	Gross Sales Price

Oldham Goodwin and any Buyer's representative will be compensated for sale transactions with a cash payment immediately upon the closing of escrow. The payment will be made directly from the title company acting as an escrow agent of the City's choosing.

These are the only fees payable under the agreement and are payable at closing.

City Costs

The City will be responsible for the following items paid at closing as applicable:

- Title Insurance Premium
- Survey
- Attorney's Fees
- Document Preparation
- Escrow Fees
- Tax Certificates
- Courier Fees
- Recording Fees

EXHIBIT C
CERTIFICATES OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Bruhn
McGriff Insurance Services LLC 12485 28th Street N St Petersburg, FL 33716	PHONE (A/C, No, Ext): 813 314 5206 FAX (A/C, No): 727-894-3339 E-MAIL ADDRESS: Jessica.Bruhn@mcgriff.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Threshold 360, Inc. 1700 S Macdill Avenue Ste 220 Tampa, FL 33629	INSURER A : Travelers Indemnity Co of CT	25682
	INSURER B : Travelers Property Casualty Co of Amer	25674
	INSURER C : Hartford Casualty Insurance Company	29424
	INSURER D : Houston Casualty Company	42374
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	I6605W030071TCT24	03/03/2024	03/03/2025	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 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	I6605W030071TCT24	03/03/2024	03/03/2025	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 X RETENTION $5000			CUP5W0300342442	03/03/2024	03/03/2025	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	21WECAQ0608	09/01/2023	09/01/2024	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	Cyber Covera			H23TG3341800	04/28/2024	04/28/2025	$2,000,000	

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

CERTIFICATE HOLDER

City of College Stationc/o
Accounting Division
PO Box 9973
College Station, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. 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. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers

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

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

E. Blanket Additional Insured – Broad Form Vendors

F. Blanket Additional Insured – Controlling Interest

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

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

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Blanket Additional Insured – Grantors Of Franchises

K. Incidental Medical Malpractice

L. Blanket Waiver Of Subrogation

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 or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

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

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

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

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

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

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

a. A limited liability company;

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

c. A trust;

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

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

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

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

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

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

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

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

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

a. A limited liability company;

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

c. A trust;

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

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

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

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

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

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

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

E. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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Coverage under this provision does not apply to:

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

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

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

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

a. Such financial control; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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I. 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".

J. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

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

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

K. 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, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; 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.

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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.

L. 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.

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c. Method Of Sharing

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

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

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

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

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

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

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

5. Premium Audit

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

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

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

6. Representations

By accepting this policy, you agree:

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

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

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

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

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

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION – EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces Paragraph **(2)** of Exclusion **b.**, **Contractual Liability**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the beginning of Paragraph **2.**, and Paragraphs **2.a.**, **b.**, **c.**, **d.** and **e.**, of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will have the right and duty to defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by you;

c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that we determine that no conflict exists between your interests and the interests of the indemnitee;

e. You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and

3. The following replaces the last sentence of Paragraph **2.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

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POLICY NUMBER: I-660-5W030071-TCT-24 ISSUE DATE: 01-08-24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AND NONOWNED AUTO EXCESS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

COVERAGE	**ADDITIONAL PREMIUM**
Hired and Nonowned Auto Liability	$ 80

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

PROVISIONS

A. COVERAGE

If a premium charge is shown in the Schedule, above the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a.**, **b.**, **d.**, **e.**, **f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

a. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment.

b. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;

2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:

a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;

b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;

c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;

e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

g. Anyone other than your "employees", partners, a lessee or borrower or any of

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their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or

3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **1.** or **2.** above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" in **Section V – Definitions** is amended by the addition of the following exceptions to paragraph **f.**:

Paragraph **f.** does not include that part of any contract or agreement:

(4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

(5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."

2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:

a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or

b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.

3. Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

F. CONDITIONS

The insurance provided by this endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto."

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EXTENSION OF THE INFORMATION PAGE - ITEM 3.A - STATES COVERED

Policy Number: 21 WEC AQ0608 **Endorsement Number:**
Effective Date: 09/01/23 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: THRESHOLD 360, INC.
1700 S MACDILL AVE # S-220
TAMPA FL 33629

Item 3.A. of the Information Page is completed to include the following states:

South Carolina	SC
Illinois	IL
Texas	TX
Pennsylvania	PA
Maine	ME
Louisiana	LA
Florida	FL
California	CA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 21 WEC AQ0608 **Endorsement Number:**
Effective Date: 09/01/23 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: THRESHOLD 360, INC.
1700 S MACDILL AVE # S-220
TAMPA FL 33629

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. (X) Special Waiver
   Name of person or organization The City of College Station 1101 Texas Ave. College Station, TX 77840

   ( ) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   002

3. Premium:
   The premium charge for this endorsement shall be 5 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:

May 13, 2024
Item No. 8.1.
Presentation on future ballfields.

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an update on future ballfields and Texas Independence Park.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): n/a

Summary: Presentation and update on future ballfields and Texas Independence Park.

Budget & Financial Summary: n/a

Attachments:
None

May 13, 2024
Item No. 8.2.
Parks and Recreation Cost Recovery

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an Update to the Parks and Recreation Cost Recovery Policy.

Relationship to Strategic Goals:
Financial Sustainability

Recommendation(s):

Summary: At the September 14th 2023, City Council meeting, staff was directed to work with the Parks and Recreation Advisory Board to review the existing Parks and Recreation Cost Recovery Continuum. Staff was also asked to gather feedback from the Senior Advisory Board.

The Parks and Recreation Advisory Board discussed cost recovery at their October, November, and December meetings. Throughout those discussions, staff captured board member feedback and worked to create an updated continuum and service categories. The Parks and Recreation Advisory Board unanimously supported the updated Parks and Recreation Cost Recovery Continuum at their January 2024 meeting.

The Senior Advisory Board discussed cost recovery at their November meeting and provided staff with their recommendations and meeting minutes at their January 2024 meeting.

In addition to the updated Parks and Recreation Cost Recovery Continuum and Service Categories, staff is working closely with Fiscal Services to update Appendix L (Recreation Program Revenues and Fee Recovery Direct and Indirect Costs of Recreational Programs) with FY 23 Actual Expenditures to evaluate cost recovery practices.

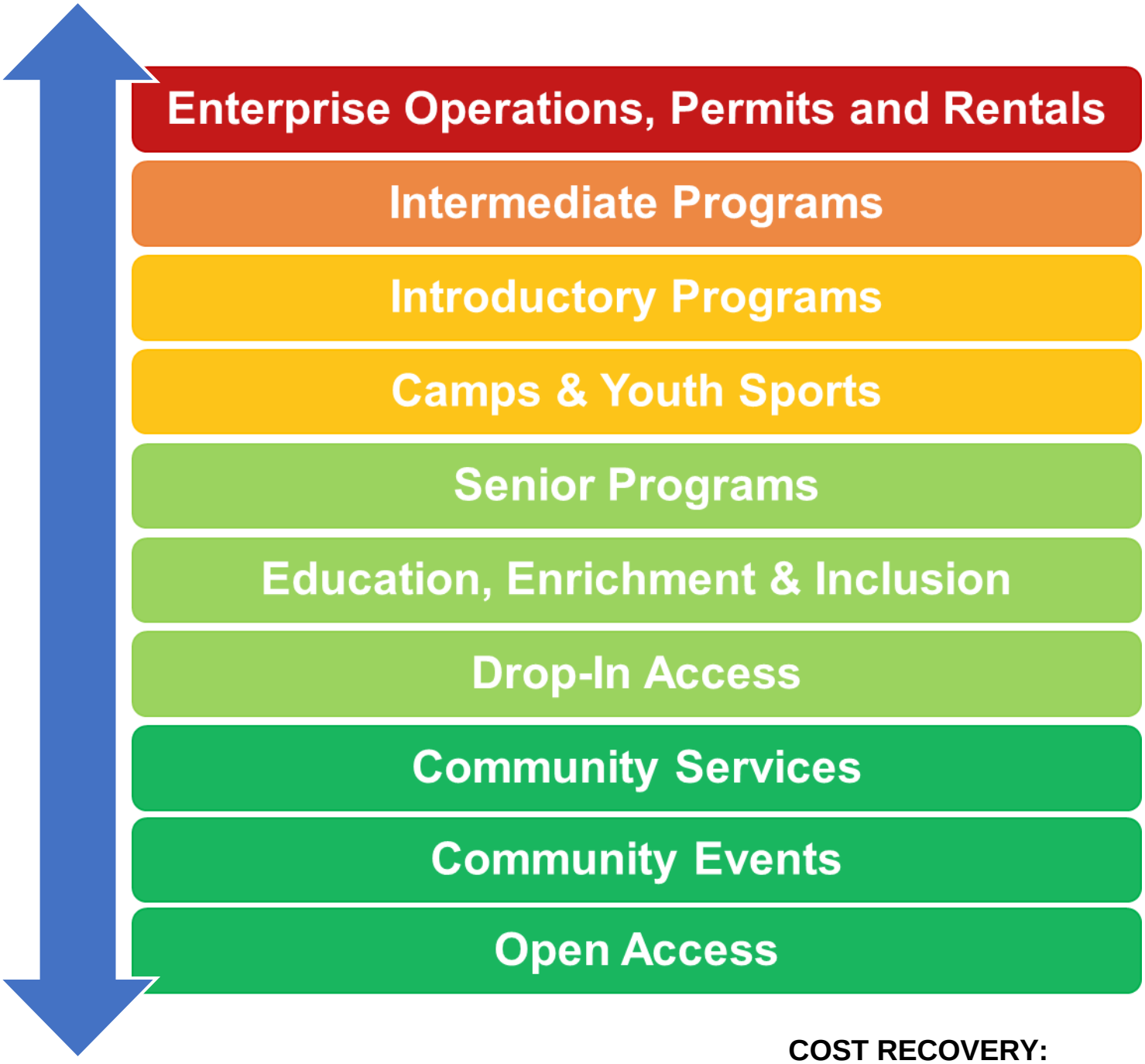
Staff has also reviewed existing residency differentiation fees.

Staff will provide City Council with an update on the Parks and Recreation Cost Recovery Continuum and is seeking direction on next steps.

Budget & Financial Summary: N/A

Attachments:
1. CS Parks Cost Recovery Continuum
2. CS Cost Recovery Service Categories_Draft

INDIVIDUAL USER
LOW SUBSIDY



COMMUNITY WIDE
HIGH SUBSIDY

COST RECOVERY:
Maximum: 81% - 100+%
High: 61% - 80%
Medium: 41% - 60%
Low: 21% - 40%
Minimum: 0% - 20%

PARKS AND RECREATION SERVICE CATEGORIES DRAFT DOCUMENT

The College Station Parks and Recreation Department provides many services to the community. The following service categories represent the department's service menu and include service category definitions as well as example services.

Open Access: Parks, trails, park amenities and facilities to which the public has access and are not under the supervision or oversight of staff or volunteers. Activity is self-directed. *[Examples: parks, playgrounds, skate parks, trails, dog park, disc golf, splash pads]*

Community Events: Events and designed experiences open to anyone in the community regardless of age, ability/skill, or family composition. Tickets or preregistration is not typically required. *[Examples: Movies in the Park, Christmas in the Park, Starlight Music Series, Fall Fest, Keeping the Dream Alive MLK Ceremony, Easter Egg-Stravaganza, Nature Center Star Party]*

Drop-in Access: Activities to which the public has limited access and are under the supervision or oversight of staff. A reservation or registration is not typical but may be required. Activity is self-directed. *[Daily admission to Lincoln Recreation Center, Adamson Lagoon Pool, Cindy Hallaran Pool]*

Community Services: Classes, camps and programs designed to connect youth by providing resources to enhance quality of life to those in need. [LRC Afterschool Programs, LRC Full Day Camp]

Education, Enrichment and Inclusion: Classes, clinics, workshops, and other staff led and/or instructed activities designed to develop and/or enhance life skills, provide life-long-learning, and promote socialization for all populations. *[Junior Master Naturalist, school field trips, Whales Tales water safety, swim lessons, Challenger Bowling Program, Exploring History Luncheon]*

Senior Programs: Classes and programs designed for seniors to promote socialization through membership. *[Examples: Senior membership programs, water fitness membership]*

Camps and Youth Sports: Specialty themed camps and youth sport leagues designed to develop and promote socialization through physical activity aiming to express or improve physical fitness and mental well-being. *[Specialty camps, youth basketball and football, facility use agreements with tier one youth sport partners: College Station Little League, College Station Soccer Club, Brazos Valley Softball, etc.]*

Introductory Programs: Classes, clinics, workshops and other staff led and/or instructed activities in which the primary intent is to introduce a new skill and/or activity. *[Junior Beginner Tennis, Hunter Education, Fundamental Field Hockey, Beginner Karate, Introduction to Rugby, Fly Fishing, Birding 101]*

Intermediate Programs: Classes, clinics, workshops and other staff led and/or instructed activities in which the primary intent is to enhance a skill and/or activity. *[Adult Sport Leagues, Junior Intermediate Tennis, Round Robin Tennis League, High Performance Tennis Academy, Tsunami Swim Team, Master Swim, facility use agreements with tier two youth sport partners: Challenge, Calvary, Twelve, etc.]*

Enterprise Operations, Permits and Rentals: Services that are commercial in nature and whose operations align most with those offered by the private sector. Exclusive use of public spaces and facilities by an individual or group. *[Cemetery Operations, RV Permits, Boot Camp, Food, Vendors, Facility Rentals, Pavilion Rentals, Field Rentals]*

May 13, 2024
Item No. 9.1.
Midtown Expansion II PDD Rezoning

Sponsor: Jesse Dimeolo

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural to PDD Planned to Development District for approximately 19 acres located southeast of the intersection of Rock Prairie Road and Calaveras Court.

Relationship to Strategic Goals:
Neighborhood Integrity

Recommendation(s):

- The Parks and Recreation Advisory Board voted unanimously to recommend support of the proposed parkland dedication at their meeting on April 9, 2024.
- The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request at their meeting on April 18, 2024.
- Staff recommends approval of the rezoning request.

Summary: This project can be summarized into three main components.

1. Design of a residential subdivision expansion to the existing Midtown Reserve development
2. Building a multi-use path according to Bicycle, Pedestrian and Greenways Master Plan
3. Dedicating parkland

The subject property, around 19 acres, was acquired by the Midtown Reserve Subdivision developer in November 2022 and has not yet been added to the preliminary plan. A revised preliminary plan will be applied for upon approval of this current rezoning request. The design and subdivision of the land into lots for single-family residential development is shown in the attached Concept Plan and further detailed in the modifications section. Two future streets and one future alley will be built on the property to provide access to the new residential lots. The future alley specifically provides rear-parked cottage green structures that front the adjacent Southeast Park.

An adjacent multi-use path in Phase 109 is stubbed to this tract and is proposed to continue through and be built in accordance with the route established in the Bicycle, Pedestrian and Greenways (BPG) Master Plan. This is an important segment as the trail continues to extend southward towards the greater Lick Creek Trail system. The developer proposes to construct more than the required length of path in order to fulfill the connection to the Lick Creek system. According to the BPG Master Plan, the developer is only required to continue the alignment diagonally across the tract and stub to the Southeast Park; but the extension is offered as a community benefit that will help balance the modifications they are requesting with the PDD rezoning. This additional length of pathway, around 850 feet will be constructed on City parkland and will be generally located along the shared property line, as determined through the platting process.

The applicant is also requesting that the area through which the multi-use path traverses be dedicated as City parkland. Originally, this area was designed as a common area for the Midtown subdivision but is now being proposed to be City parkland. This proposed land dedication will be contiguous to the land already owned by the City in the future Southeast Park. As shown on the Parkland Exhibit on page 9 of the attached Applicant's Supporting Information Pt. 2, 2.23 acres from the adjacent Phase 109 and 3.08 acres from the subject tract are proposed to be dedicated. As this request (the subject tract and Phase 109 combined) proposes parkland dedication of more than five acres, it was required to go before the Parks and Recreation Advisory Board for their recommendation. The Parks Board heard this proposal at their meeting on April 9 and voted unanimously to recommend approval of the dedication.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The Comprehensive Plan Future Land Use and Character Map designates the subject property as Mixed Residential and Natural and Open Areas. The Comprehensive Plan generally describes the land uses as follows:

> Mixed Residential - areas appropriate for a mix of moderate density residential development including, townhomes, duplexes, small multifamily buildings (3-12 unit), and limited small-lot single family. These areas are appropriate for residential infill and redevelopment that allows original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.
>
> Natural and Open Areas - areas that represent a constraint to development and that should be preserved for their natural function or open space qualities. These areas include floodplains and riparian buffers, as well as recreation facilities.

The applicant is proposing a base zoning of GS General Suburban which is consistent with the land uses identified in the Comprehensive Plan’s Future Land Use and Character Map. The General Suburban portion is appropriate for high-density single-family lots, townhomes, and cottage green single-family structures that will incorporate specific design criteria further outlined below in the modifications section.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is adjacent to PDD Planned Development District zoning to the west, R Rural to the north across Rock Prairie Road, and City parkland to the east. Half of the surrounding property is owned by Midtown Subdivision and the other half is owned by the City of College Station as parkland. The proposed PDD zoning is compatible with the neighboring PDD’s residential land uses and supports connectivity with the adjacent parkland through the proposal of several path connections as shown on the concept plan.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The applicant is proposing to rezone approximately 19 acres. The subject property is bisected by a tributary of Lick Creek, which is being proposed to be dedicated as city parkland and will provide space for a multi-use path alongside the tributary. The tract of land north of the tributary will take access from Rock Prairie Road and the southern half will take access from internal residential streets in the Midtown development that lead towards Double Mountain Road and Town Lake Drive. The subject tract will be part of the larger Midtown development and is suitable for development of single family and parks.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

Water and sewer service will be provided by the City of College Station. There is an existing water line along Rock Prairie Rd. Additional water lines, and sewer lines will be projected to this property from the existing Midtown PDD and will be shown in an updated Preliminary Plan. There is adequate capacity of both water and sewer for this development based on the anticipated demand provided by the developer. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

The subject tract has frontage to Rock Prairie Road which is designated as a future 4-lane Major Arterial and currently constructed as a 2-lane rural collector in this section. Traffic will flow out of this site in two different directions depending on what side of the tributary you are located on. The most recent traffic impact analysis (TIA) performed for Midtown has been updated to include the additional single-family uses proposed within the boundary of this rezoning request. The updated TIA determined that additional mitigation beyond what was already identified in the original TIA is not needed.

5. The marketability of the property:

The property can be marketed under the current zoning of R Rural which allows for large-lot residential uses. However, the marketability of the property would increase if rezoned for dense single-family residential, as proposed.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed residential areas, parkland dedication, multi-use path, and connections from the residential areas to the multiuse path and park. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD concept plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;

5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

Purpose, Intent and Community Benefit: The City's Medical District Master Plan recognizes the importance of developing this area as an urban environment with both the density and the mix of uses to serve the area with offices, services, and retail, as well as living opportunities for employees and patrons of the area. The intent is for this area to serve as a Health and Wellness District that would provide a Live-Work-Play environment with enhanced pedestrian facilities and destinations.

In order to construct a more urban environment, some of the City's existing development standards must be modified. In general, structures are proposed to have minimal setbacks, few height limitations, and no buffers between uses. Additionally, availability of public parking is considered very important to the success of the development.

To encourage a healthy lifestyle, site enhancements will be made throughout to provide pedestrian traffic within and through the site for both recreation and commuting. This will be accomplished in part by providing trail connections to the Lick Creek hike and bike trail and enhanced recreational amenities around the existing pond within the development.

To provide walkable vibrant urban environment, the public realm should be supported by landscape, site furniture, outdoor plazas and art. The urban design and mixed-use nature of the Midtown development will create the need for enhanced urban amenities such as benches and other site furniture, street trees, enhanced paving materials, and wide sidewalks. All street furniture and amenities as well as placement will be standardized according to the district's architectural guidelines. Street light standards are proposed to be distinct to the District and will be coordinated between the City and the District.

Base Zoning Districts: The PDD Planned Development District zoning includes the following base zoning districts and all requirements associated with those base zoning districts shall apply except where specifically modified herein. The PDD Planned Development District zoning includes base zoning districts GS General Suburban with modifications for the area described as "Town Center Residential" in the Concept Plan and NAP Natural Areas Protected for the area described as "Natural Areas" in the Concept Plan.

The PDD includes a number of modifications, listed below, to realize the urban proposal. In addition, amendments to Preliminary Plans and their associated Final Plats are proposed to be taken through the review process concurrently, and concurrently to the Planning and Zoning Commission (when required), at the request of the developer.

Permitted Uses:
Town Center Residential: GS General Suburban uses with the following additional uses, as defined in the Unified Development Ordinance:

• Boarding and Rooming House
• Duplex
• Multi-family (maximum of four (4) units)
• Townhouse
• Single-unit dwelling
• Two-unit dwelling
• Cottage Green Single-Family (**as defined below)

** Cottage Green is defined as a grouping of detached single-family dwelling units clustered around a common open space developed with a common plan for the site. Residential lots may front on an alley (no street frontage) so long as fire protection is maintained. Green clusters will have parking associated with the common development, but not necessarily with each lot.
** Where Cottage Green Structures are adjacent to City of College Station parkland, the Cottage Green Structures shall front the parkland and be alley parked.

Modifications: The requested modifications are as follows:

- Section 12-5.2 Residential Dimensional Standards

o Variances to the General Suburban standards for the Town Center Residential area.

Average Lot Area per Dwelling Unit (DU)	No Minimum
Absolute Min. Lot Area per Dwelling Unit (DU)	1500 SF
Min. Lot Width	No Minimum
Min. Lot Depth	No Minimum
Min. Front Setback(H)	10'
Min. Side Setback	5'(A)
Min. Side Street Setback	10’
Min. Side Setback between Structures	10'
Min. Rear Setback	No Minimum
Max. Height	35'
Max. Dwelling Units/Acre (Subdivision Gross)	16

(A) Zero lot line construction is allowed so long as a minimum distance of 10’ between structures is maintained.

- **Section 12-7.3 Off-Street Parking Standards** – Parking space requirements for the residential uses will be:

o One (1) parking space for the first bedroom and 0.5 spaces for each additional bedroom

- **Section 12-7.6 Landscape and Tree Protection** - The following modifications are proposed:

o Section 12-7.6.B.2.a - As denser urban conditions are requested in the residential areas, a minimum of one tree (canopy or non-canopy) is required in the front yard of townhouse or single-family residential. This is a variance from the General Suburban requirement of 2 trees canopy trees (or one minimum 4” canopy tree) for each lot.

- **Section 12-8.3 General Requirements & Minimum Standards of Design for Subdivisions within the City Limits.** Enjoyable, well-designed streets define the character of the district. They should support high levels of walking and bicycling, as well as vehicular traffic and parking. Modifications are requested to the following sections of the Subdivision Regulations.

o 12-8.3.E.8.a Geometric Standards, Street Design Criteria (exceptions noted below in “Optional Modifications to Street Design Standards”)
o 12-8.3.E.7.a.1) Cul-de-Sacs in this zoning expansion shall be a maximum of 1,500 feet.
o 12-8.3E.7.c Cul-de-Sacs may have more than 30 lots, if a secondary access point is provided for the more than 30 lots.
o 12-8.3.H.1.h Lot frontage on a public street
  Residential lots that front on a common courtyard or access lot will have access to public streets through alleys.

Optional Modifications to Street Design Standards in Town Center Residential: The following options for alternative street design may be used in lieu of other applicable requirements. If the following described street design is used, then all listed modifications should be included in the design:

- Right-of-Way & Easements

o Standard street Right-of-Way (ROW) widths.
o As bicycle facilities are standard on thoroughfares, if parking is desired, then additional ROW width is needed to accommodate separated bike lanes and parking.
o Ten (10) foot Public Utility Easements (PUE) provided adjacent to each side of the ROW and within proposed ten (10) foot building setback.
o Utilities will be located within the ROW or PUE with no additional width of ROW or PUE dedication required.
o Utilities may not be located under vehicular pavement, with the exception of crossings. Utilities can be located in other areas within the ROW or PUE such that they will not affect the building setback.
  Utilities are permitted under sidewalks.
  Storm sewer is permitted under the street.
o Additional PUE will not be required if depth of utility exceeds the standard depth. Maximum 10-foot PUE.
o Water and wastewater lines will be located at least 15 feet from the permitted setback of structures (or at least five (5) feet inside of the ROW).
o Exceptions may be made to the standard 15’ building separation from a pressurized water line and/or wastewater line for minor conflicts to ensure the 10’ building setback is not affected.

- Building Setbacks from Right-of-Way

o A minimum of ten (10) foot building setbacks from the property line/ROW line.
o Utility placement will be such that structures may be erected at the ten (10) foot setback line.

- Pavement Width and Parking

o On-street parking is permitted at the time of development. As public streets, if the City desires to remove parking in the future for public safety or other reasons, it may do so at its discretion with approval of a parking removal ordinance.
o Minimum pavement width is 27 feet (back of curb) and meeting all other standards.
o Phases of development with all pavement widths of at least 30 feet (back of curb) do NOT have to comply with “Single-Family Residential Parking Requirements for Platting” (Unified Development Ordinance Section 12-8.3.W).
o Residential sidewalks will be a minimum of six (6) feet in width.

- Tree Placement

o Canopy and non-canopy trees may be planted in residential front yards within the 10-ft setback/PUE so long as canopy trees are not located over water or wastewater lines.

Floodplain & Detention: A drainage analysis is required to determine the extent of detention needed on site, as required by the Unified Development Ordinance. The developer or the Municipal Management District is responsible for providing all storm water detention facilities. After construction, all storm water detention facilities will be maintained by the Rock Prairie Municipal Management District (MMD) Number 2.

Floodplain mitigation may be appropriate in areas designated as Natural Areas if located inconspicuously and approved by the City Engineer.

Parkland: Community and Neighborhood Parkland and Park Development will be provided in the existing Midtown Development. The exact acreage required for dedication will be based on the number of dwelling units developed. All park and public spaces will be maintained by MMD.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Vicinity, Aerial, and Small Area Maps
3. Proposed Concept Plan
4. Background Information
5. Applicants Supporting Information Pt. 1
6. Applicants Supporting Information Pt. 2

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 19 ACRES LOCATED SOUTHEAST OF THE INTERSECTION OF ROCK PRAIRIE ROAD AND CALAVERAS COURT AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"**, **Exhibit "B", Exhibit "C", and Exhibit "D"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 13th day of May, 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to PDD Planned Development District:

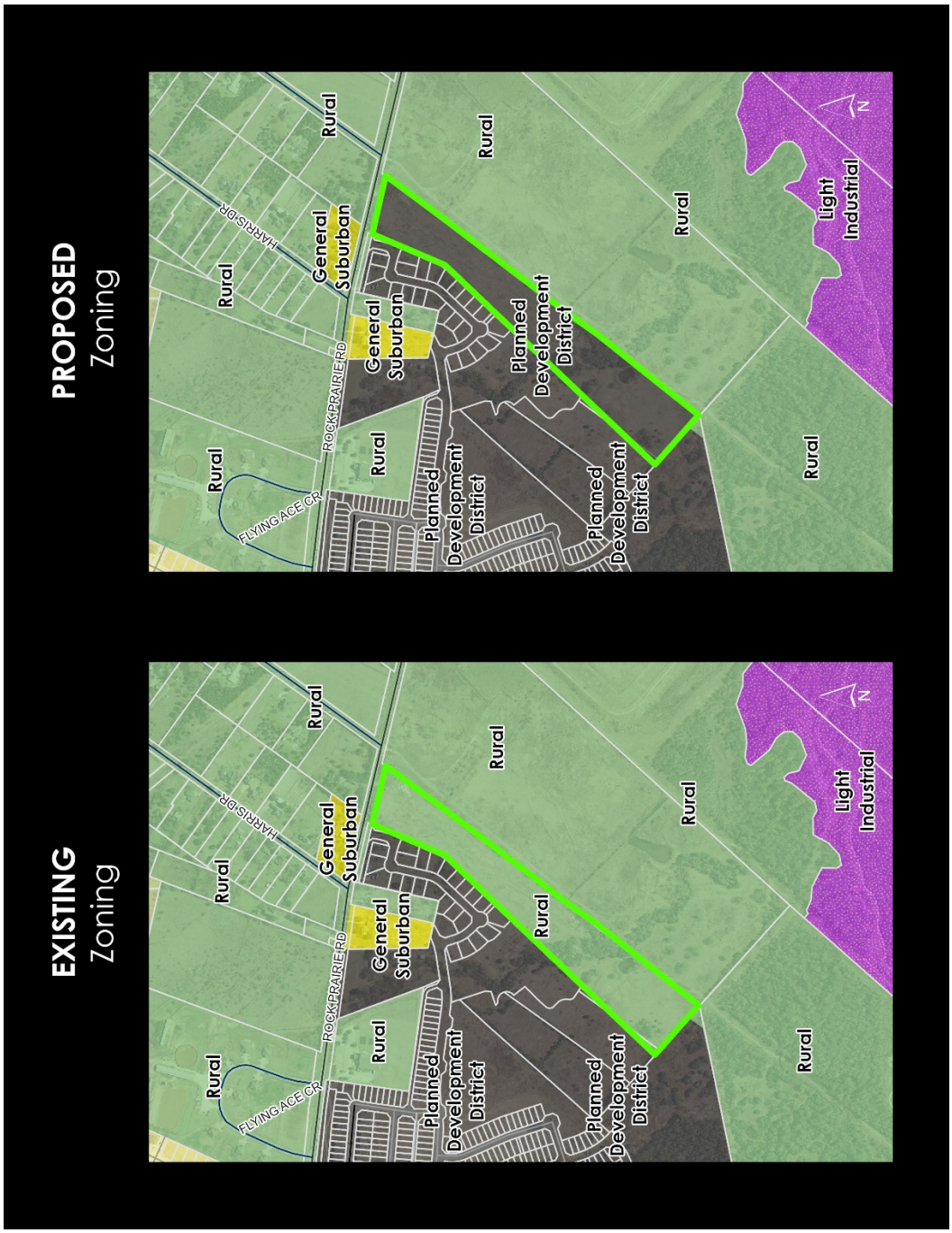


Exhibit B

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

19.44 ACRE TRACT

THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 19.44 ACRES IN THE THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9, IN BRAZOS COUNTY, TEXAS, BEING THE REMAINDER OF A CALLED 19.69 ACRE TRACT OF LAND CONVEYED TO EUGENE BERNARD SAVAGE III IN VOLUME 10745, PAGE 153 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 19.44 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set on the south right-of-way line of Rock Prairie Road (variable width right-of-way, 11427/247 OPRBCT; portions appear to be prescriptive in nature) and being the northeast corner of a called 33.342 acre tract conveyed to College Station Downtown Residential, LLC in Volume 16558, Page 80 (OPRBCT), and further being the northwest corner of the herein described tract, from which a 1/2 inch iron rod with a plastic cap stamped "MAYO RPLS 5045" found bears N 77° 01' 02" W a distance of 398.73 feet;

THENCE, with the south line of Rock Prairie Road, **S 77° 01' 02" E**, for a distance of **397.18 feet** to a 1/2 inch iron rod found being the northwest corner of a called 66.32 acre tract conveyed to the City of College Station in Volume 4480, Page 135 (OPRBCT), and further being the northeast corner of the herein described tract, from which the City of College Station monument CS94-148 bears N 39° 57' 35" E, a distance of 1,625.97 feet;

THENCE, with the northwest boundary of said 66.32 acre tract and generally along a fence for the following six (6) courses and distances:

1) **S 36° 34'45" W**, a distance of **465.53 feet** to a cross tie found;
2) **S 37° 11' 44" W**, a distance of **711.78 feet** to a cross tie found;
3) **S 37° 50' 59" W**, a distance of **323.52 feet** to a 5 inch treated fence post found;
4) **S 34° 52' 46" W**, a distance of **259.94 feet** to an angle point in fence;
5) **S 38° 43' 08" W**, a distance of **314.73 feet** to a cross tie found;
6) **S 38° 34' 25" W**, a distance of **539.01 feet** to a 1/2 inch iron rod found for the west corner of said 66.32 acre tract and further being the north corner of a called 100.64 acre tract conveyed to the City of College Station in Volume 6927, Page 226 (OPRBCT) and also being the east corner of a called 111.679 acre tract conveyed to College Station Downtown Residential, LLC in Volume 14405, Page 186 (OPRBCT) and being the south corner of the herein described tract;

THENCE, with the northeast line of said 111.679 acre tract, **N 48° 35' 09" W**, for a distance of **437.42 feet** to a 1/2 inch iron rod found being the south corner of a called 33.342 acre tract conveyed to College Station Downtown Residential, LLC in Volume 16558, Page 80 (OPRBCT) and further being the west corner of the herein described tract;

THENCE, with the southeast boundaries of said 33.342 acre tract and generally along a fence for the following two (2) courses and distances:

1) **N 43° 29' 39" E**, a distance of **1,922.15 feet** to a 4 inch treated fence post found;
2) **N 23° 07' 46" E**, a distance of **524.07 feet** to the **POINT OF BEGINNING** hereof and containing 19.44 acres, more or less.

Surveyed on the ground February 2022 under my supervision. See plat revised March 2022 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010170500000 (calculated using GEOID12B). Reference drawing: 21-1079.

3/24/22

Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834
Revised 03-24-22

STATE OF TEXAS
REGISTERED
NATHAN PAUL KERR
6834
PROFESSIONAL
LAND SURVEYOR

KERR SURVEYING
Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Exhibit C

PDD Development Standards

Purpose, Intent and Community Benefit: The City's Medical District Master Plan recognizes the importance of developing this area as an urban environment with both the density and the mix of uses to serve the area with offices, services, and retail, as well as living opportunities for employees and patrons of the area. The intent is for this area to serve as a Health and Wellness District that would provide a Live-Work-Play environment with enhanced pedestrian facilities and destinations.

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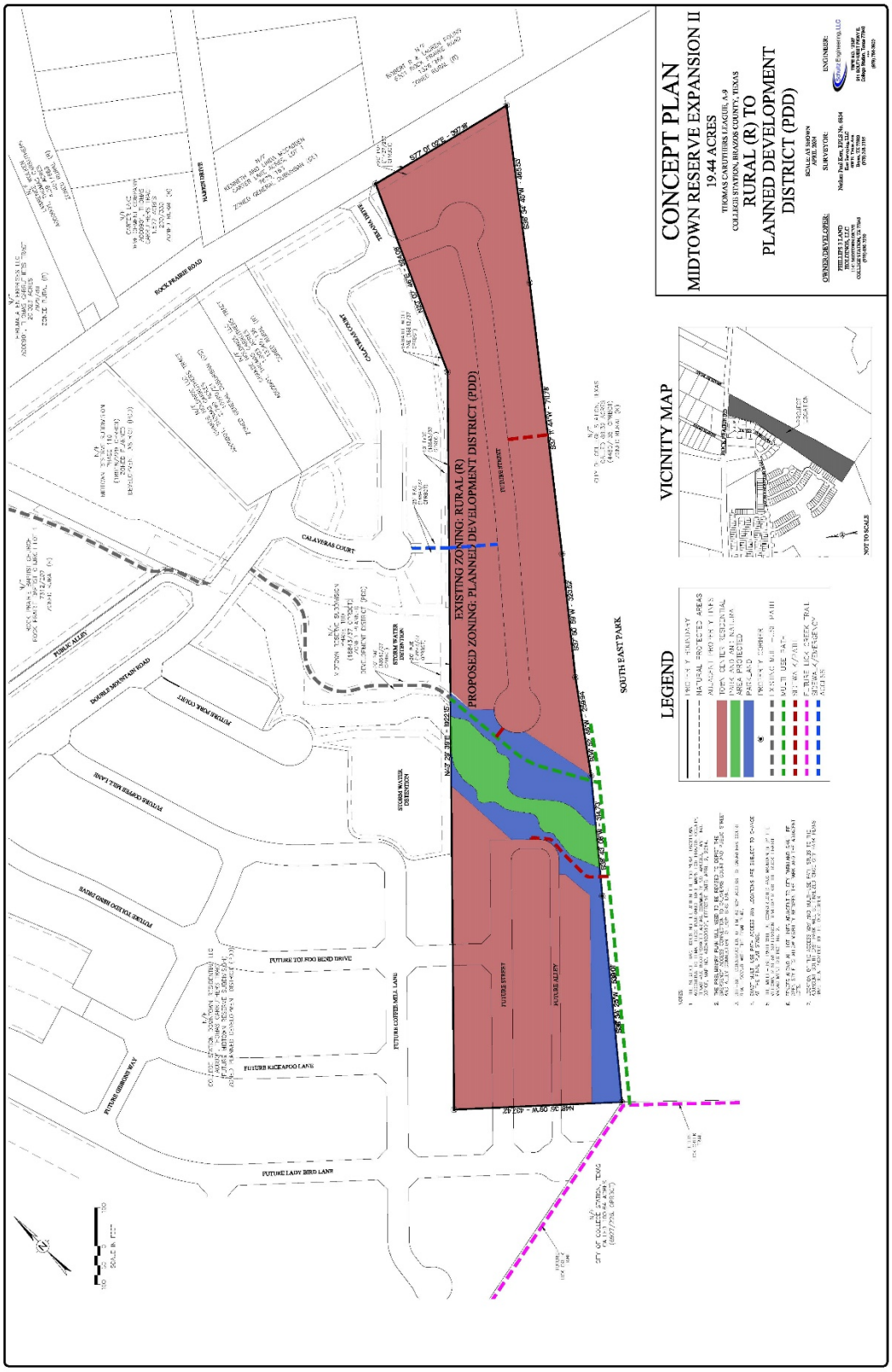
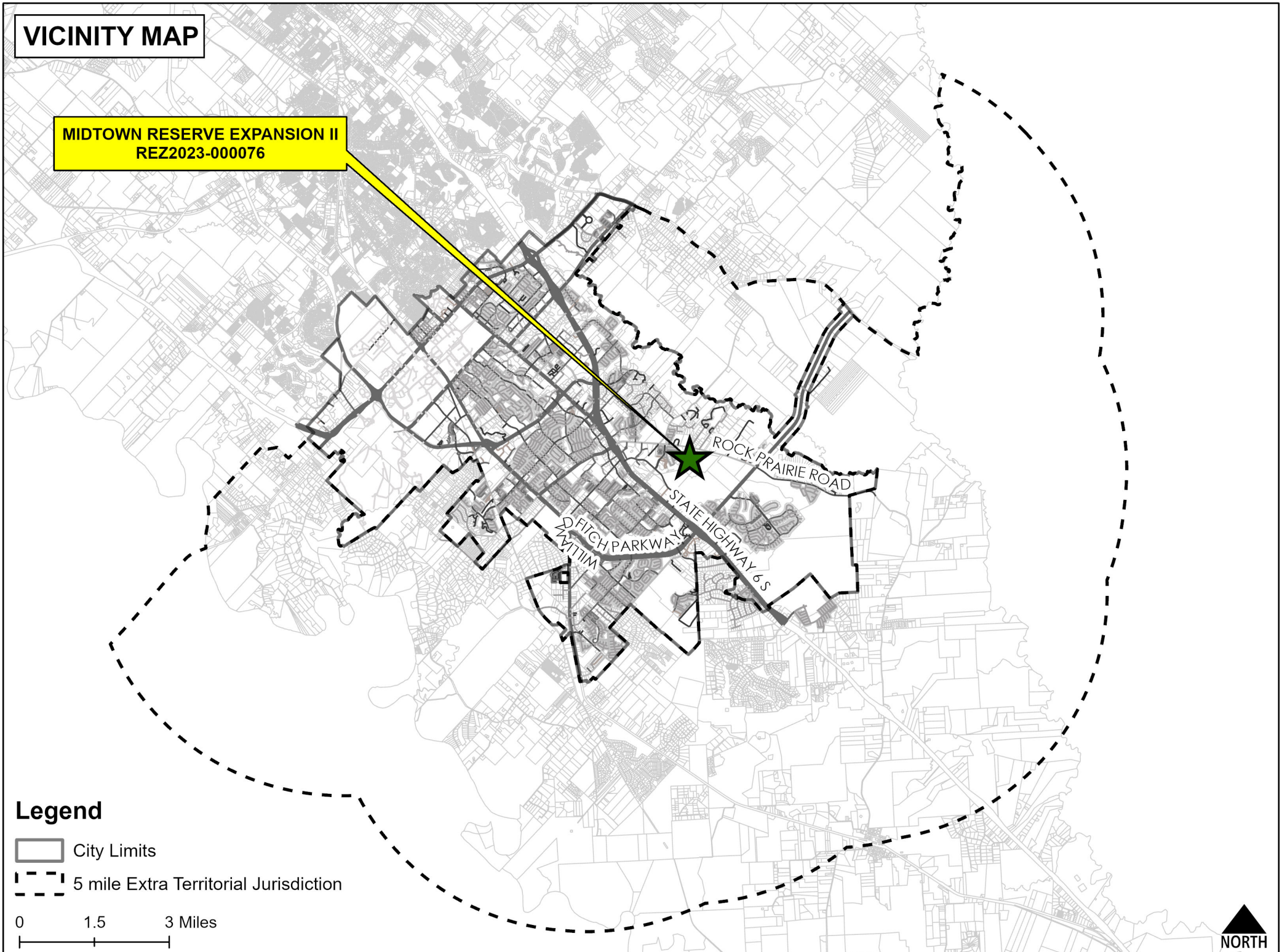
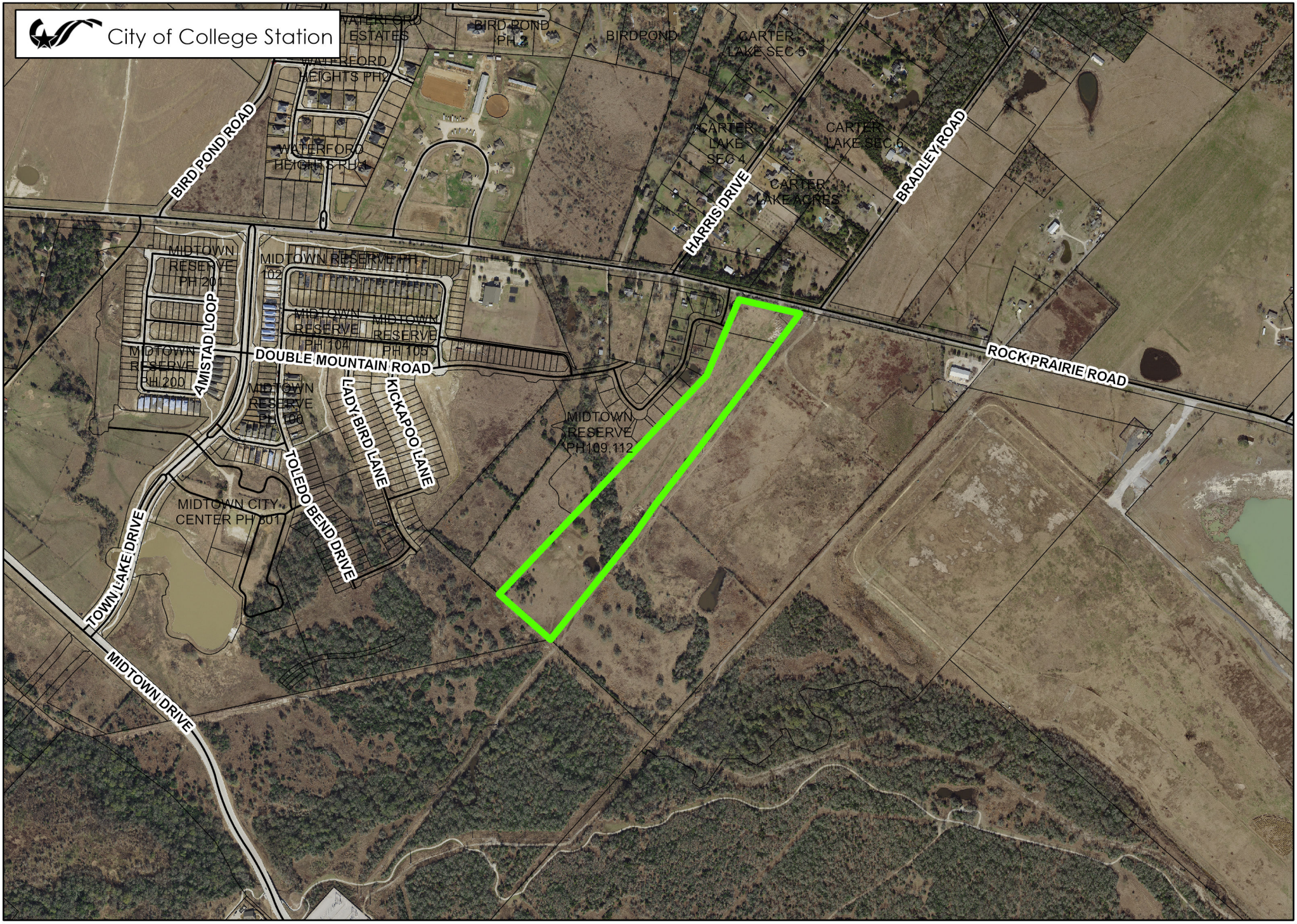
Exhibit D


CONCEPT PLAN
MIDTOWN RESERVE EXPANSION II
19.44 ACRES
THOMAS CARTER LEAGUE, A-9
COLLEGE STATION, BRAZOS COUNTY, TEXAS
RURAL (R) TO
PLANNED DEVELOPMENT
DISTRICT (PDD)
OWNER/DEVELOPER:
PHILLIPS 3 LAND
SURVEYOR:
ENGINEER:
SCALE AS SHOWN
APRIL 2024
VICINITY MAP
NOT TO SCALE
LEGEND
EXISTING ZONING: RURAL (R)
PROPOSED ZONING: PLANNED DEVELOPMENT DISTRICT (PDD)
ROCK PRAIRIE ROAD
CALAVERAS COURT
DOUBLE MOUNTAIN ROAD
PUBLIC ALLEY
MYRNA LYNN DRIVE
MYRNA OWEN DRIVE
MYRNA MAE COURT
MYRNA OWEN MILL LANE
SOUTH EAST PARK
STORM WATER DETENTION
FUTURE STREET
FUTURE ALLEY
FUTURE TOY FOO BIRD DRIVE
FUTURE COOPER MILL LANE
FUTURE RACCAPOO LANE
FUTURE LADY BIRD LANE
FUTURE SIMMONS ROAD
S77°04'00"E - 207.9'
S58°54'48"W - 463.53'
S57°40'00"W - 707.6'
S57°50'00"W - 326.32'
S58°54'48"W - 259.84'
N32°29'38"E - 1023.15'
N58°54'48"E - 1,330.0'
N68°35'00"W - 402.42'
SCALE IN FEET

VICINITY MAP



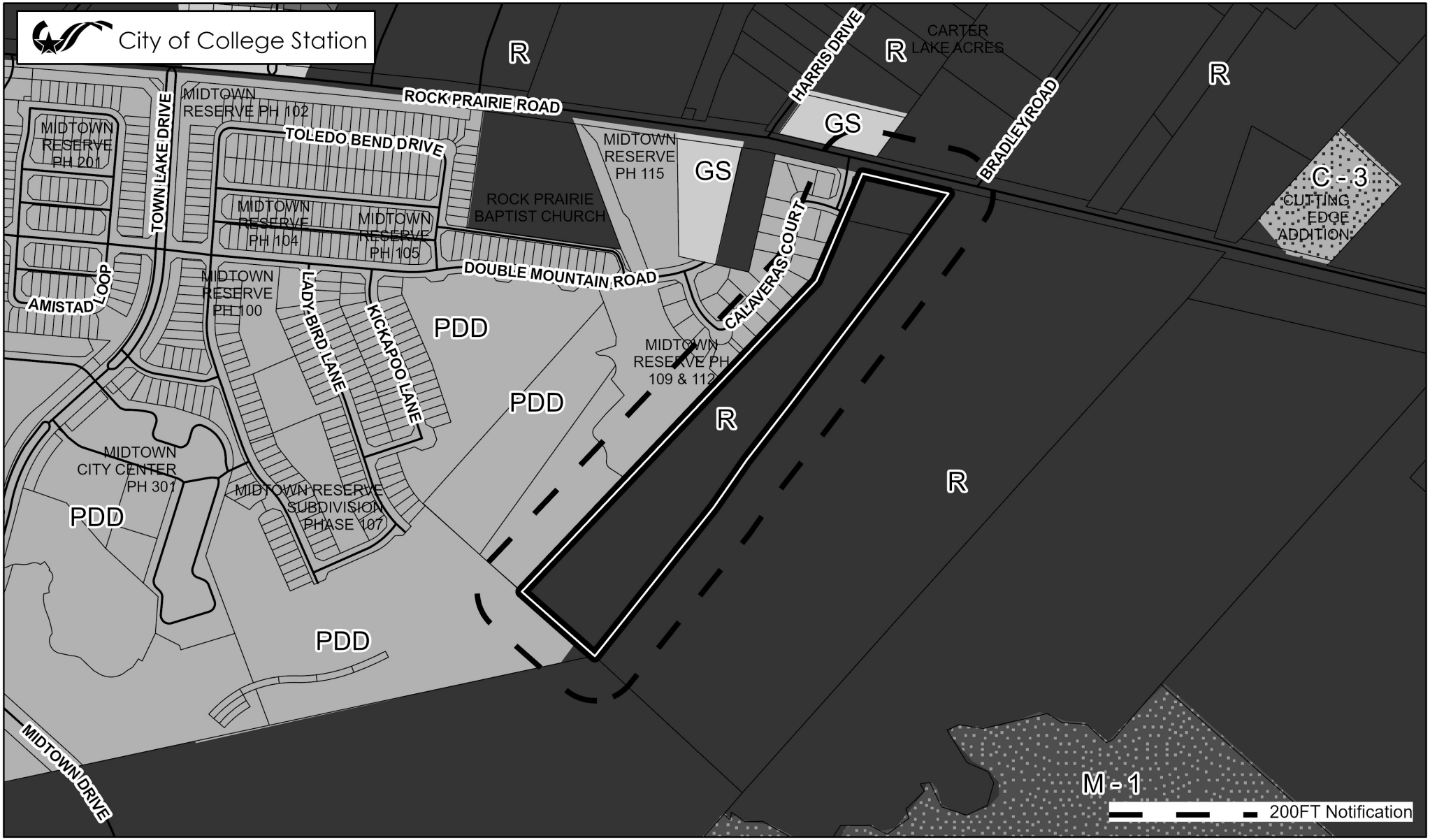
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



MIDTOWN RESERVE EXPANSION II

Case: REZ2023-000076

REZONING



ZONING DISTRICTS (In Grayscale)

Residential

R	Rural
WE	Wellborn Estate
E	Estate
WRS	Wellborn Restricted Suburban
RS	Restricted Suburban
GS	General Suburban
D	Duplex
T	Townhome
MH	Middle Housing
MF	Multi-Family
MU	Mixed-Use
MHP	Manufactured Home Pk.

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C–U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG–1	Core Northgate
NG–2	Transitional Northgate
NG–3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
HOO	High Occupancy Ovr.
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

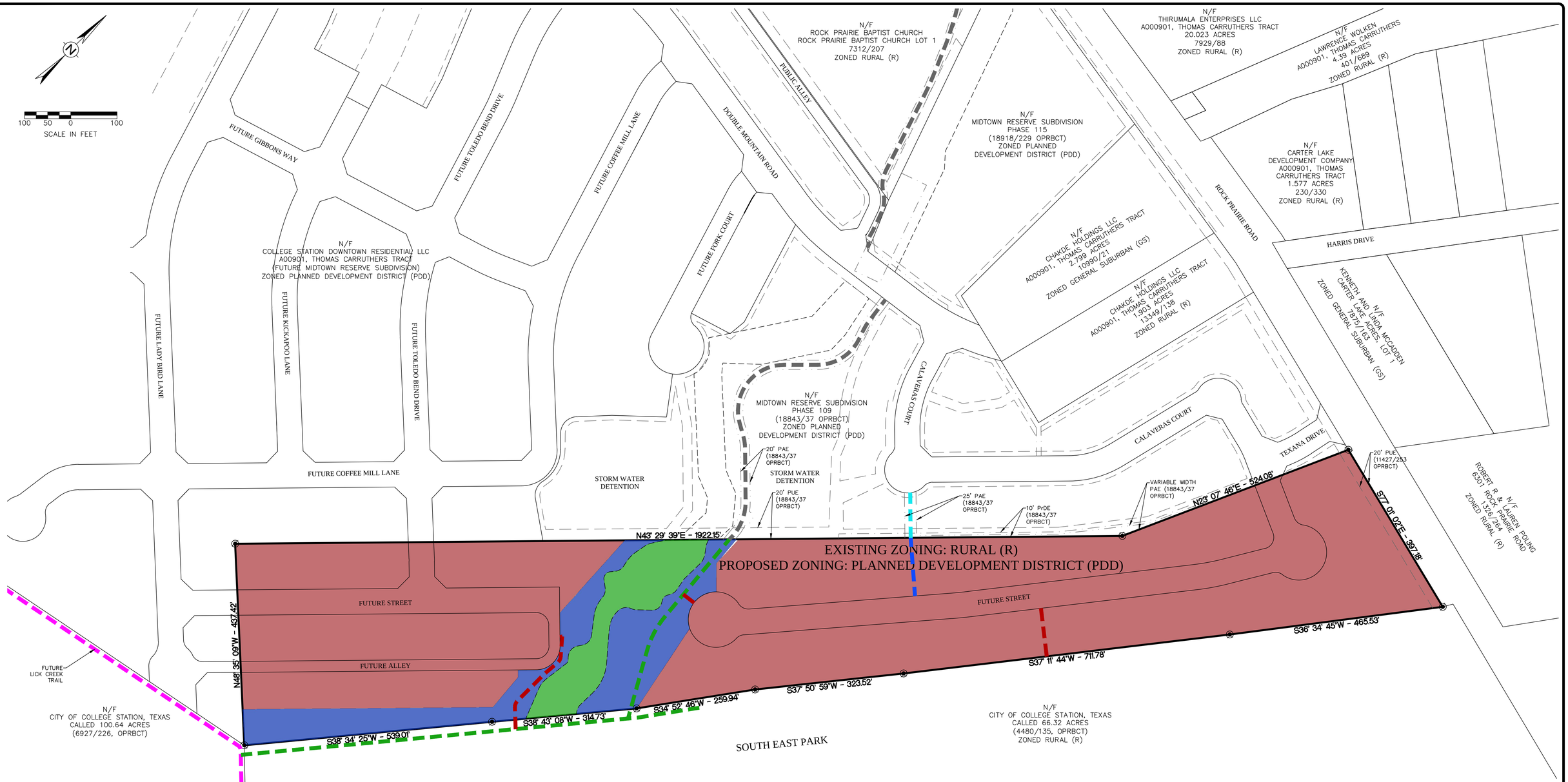
NORTH

0 500 1,000 Feet

MIDTOWN RESERVE EXPANSION II

Case: REZ2023-000076

REZONING



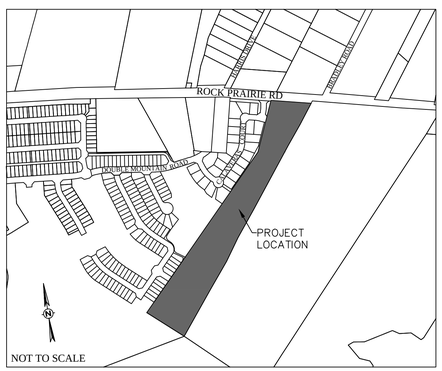
NOTES:

1. THE SUBJECT TRACT DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS FOR BRAZOS COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY NO. 480083, PANEL NO. 0310F, MAP NO. 48041C0310F, EFFECTIVE DATE: APRIL 2, 2014.
2. THE PRELIMINARY PLAN WILL NEED TO BE REVISED TO DEPICT THE EMERGENCY ACCESS CONNECTION TO CALAVERAS COURT AND PUBLIC STREET AND ALLEY CONNECTION TO LADY BIRD LANE.
3. OFF-SITE CONSTRUCTION OF EMERGENCY ACCESS TO CALAVERAS COURT SHALL OCCUR WITH THE FINAL PLAT.
4. EXACT MULTI-USE PATH ACCESS WAY LOCATIONS ARE SUBJECT TO CHANGE AT THE FINAL PLAT STAGE.
5. THE MULTI-USE PATH WILL BE CONSTRUCTED AND MAINTAINED BY THE MIDTOWN RESERVE SUBDIVISION DEVELOPER OR THE ROCK PRAIRIE MANAGEMENT DISTRICT No. 2.
6. FENCES ALONG ALL LOT LINES ADJACENT TO CITY PARKLAND SHALL BE OPEN STYLE TO ALLOW VISIBILITY BETWEEN THE PARK AND THE ADJACENT LOTS.
7. LOCATION OF THE ACCESS WAY AND MULTI-USE PATH STUBS TO THE ADJACENT SOUTH EAST PARK WILL BE FINALIZED ONCE CITY PARK PLANS HAVE BEEN PROVIDED TO THE DEVELOPER.

LEGEND

- PROPERTY BOUNDARY
- NATURAL PROTECTED AREAS
- ADJACENT PROPERTY LINES
- TOWN CENTER RESIDENTIAL
- PARKLAND AND NATURAL AREA PROTECTED
- PARKLAND
- PROPERTY CORNER
- EXISTING MULTI-USE PATH
- MULTI-USE PATH
- EXISTING SIDEWALK/PATH
- SIDEWALK/PATH
- FUTURE LICK CREEK TRAIL
- SIDEWALK/EMERGENCY ACCESS

VICINITY MAP



CONCEPT PLAN

MIDTOWN RESERVE EXPANSION II

19.44 ACRES

THOMAS CARUTHERS LEAGUE, A-9

COLLEGE STATION, BRAZOS COUNTY, TEXAS

RURAL (R) TO PLANNED DEVELOPMENT DISTRICT (PDD)

SCALE: AS SHOWN
MARCH 2024

OWNER/DEVELOPER:

PHILLIPS 3 LAND HOLDINGS, LLC
1141 MIDTOWN DRIVE
COLLEGE STATION, TX 77845
(979) 690-7250

SURVEYOR:

Nathan Paul Kerr, RPLS No. 6834
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195

ENGINEER:

Schultz Engineering, LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
www
(979) 764-3900

P:\22-506_Midtown Tract - Documents\REZONING\22-506 REZONING.dwg, CONCEPT

BACKGROUND INFORMATION

NOTIFICATIONS
Advertised Commission Hearing Date: April 18, 2024
Advertised Council Hearing Date: May 9, 2024

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Carter Lake HOA

Property owner notices mailed:	10
Contacts in support:	None at the time of this report
Contacts in opposition:	None at the time of this report
Inquiry contacts:	One

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Estate Residential	R Rural	Rock Prairie Road
South	Parks & Greenways Natural & Open Areas	R Rural	Future City Park
East	Parks & Greenways Natural & Open Areas	R Rural	Future City Park
West	Mixed Residential Natural & Open Areas	PDD Planned Development District	Midtown Reserve Residential Subdivision

DEVELOPMENT HISTORY

Annexation:	Frontage along Rock Prairie Road was annexed in 1983. The remainder of the subject tract was annexed in 1995.
Zoning:	A-O Agricultural Open upon annexation
	A-O renamed R Rural (2013)
Final Plat:	Unplatted
Site development:	Undeveloped

REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: MIDTOWN RESERVE EXPANSION II (REZ2023-000076)

Address: N/A

Legal Description: A000901, THOMAS CARRUTHERS (ICL), TRACT 51.11, 17.45 ACRES
A000901, THOMAS CARRUTHERS (ICL), TRACT 51.1, 2.002 ACRES

Total Acreage: 19.44

Applicant: SCHULTZ ENGINEERING

Property Owner: PHILLIPS 3 LAND HOLDINGS, LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

There is a demand for single family housing in College Station and the zone change is necessary for development of the property.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The zone change is in accordance with the Comprehensive Plan.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current zoning would only allow for approximately 15 large single-family lots.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The requested zoning district will allow the expansion of the Midtown Development Residential.

Explain the suitability of the property for uses permitted by the current zoning district.

The requested zoning district will allow the expansion of the Midtown Development Residential.

Explain the marketability of the property for uses permitted by the current zoning district.

There is no marketability for the property permitted by the current zoning district since the land value would have to be very minimal in order to develop large residential lots.

List any other reasons to support this zone change.

Development of this property will allow the Midtown Residential Development to have additional access to Rock Prairie Road.

Maximum Building Height.

10 – 35’

Proposed Drainage.

The drainage from this development flows onto the adjacent property and will be designed in accordance with the Unified Development Ordinance and the B/CS Unified Development Guidelines.

Variations Sought.

These are provided in Meritorious Modifications Exhibit.

Community Benefits.

As an expansion of the Midtown Development this property will have access to the parks, trails and other amenities to be provided in Midtown. It will provide the urban walkable residential environment to support the commercial part of Midtown.

Sustained Stability.

This plan is for an expansion of the existing Midtown Reserve development and will have the same standards and will create an environment of stability and harmony with that development.

Conformity.

This development will provide single family residential lots which is in conformance with the General Suburban land use for this area.

Compatibility with use.

The abutting land on the west has the same zoning and use so it is compatible. The adjacent tracts on the south and east side are parkland and will not be developed. This zoning request does not adversely affect their development.

Access to Streets.

Dwelling units that do not front on a public street may front on an Alley so long as fire protection is maintained.

Public Improvements.

This development will construct the public infrastructure necessary for the subdivision. It is an expansion of Midtown Reserve which will provide park land and park improvements for this area also.

Public Health.

The subdivision will be constructed in accordance with the requirements of this PDD zoning and the UDO which will ensure that is it no detrimental to anyone or any surrounding property.

Safety.

This development is an expansion of an existing residential subdivision and will provide adequate vehicular, bicycle and pedestrian facilities so that it will not adversely affect the safety and convenience of the residents.

MIDTOWN RESERVE SUBDIVISION

EXPANSION II

March 2024

Prepared by:
Schultz Engineering, LLC
TBPE Firm #12327
911 Southwest Parkway East
College Station, Texas 77840
(979) 764 – 3900
SE Job No. 22-066

Contents

Summary ……...……... 2

Exhibits

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Exhibit B: Rezoning ……...……..…… 4
Exhibit C: Parkland ……...……..…… 5

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Midtown Reserve Subdivision Expansion II

The Midtown Reserve Subdivision is expanding to include the 19.44 acres of land adjacent to the Southeast Park. The Preliminary Plan of the Midtown Reserve and Midtown City Center Subdivision is attached. This Plan shows the parkland for the development. The PDD Zoning Concept Plan for the 19.44 acre tract and a Parkland Exhibit are attached. The Exhibits show the layout of the residential subdivision streets with sidewalks, alley, the multi-use path, pedestrian and bike connections. Also shown is the 3.08 acres of proposed parkland dedication for the 19.44 acres. 0.96 acres of the 3.08 acres parkland is "Natural Area Protected" land use which is the approximate limits of the 100-year floodplain and will be left as a natural area without development.

Also, 2.23 acres in Phase 109 of the development is proposed for parkland. 1.19 acres of 2.23 acres parkland is "Natural Area Protected" land use. Along the east side of the proposed parkland is an existing multi-use path. This path starts at Rock Prairie Road and will be extended to the Southeast Park and then through a portion of the park as shown on the Exhibit. Parkland dedication in Phase 109 was not requested prior to its development since it appeared unlikely that the 19.44 acres would get added to the development. Now we can create a continuous parkland as shown in the parkland exhibit.

Development of the proposed parkland may include sidewalks, paths, parking, lighting, benches, trash receptacles, exercise stations and other amenities. All development within the parkland will go through Development Services and the Parks Department for review and approval and will be built to City Standards. All parkland and public spaces in the Midtown Reserve Subdivision will be maintained by the Rock Prairie Management District No. 2, as specified in the Development Agreement.

Attached are photos of some of the existing park improvements in the Midtown Reserve Subdivision. Also, photos of the exercise stations in the Castlegate II Park. This equipment or similar equipment may be utilized in the proposed parkland.

EXHIBIT A

PRELIMINARY PLAN

CHANGES FROM PREVIOUS PRELIMINARY PLAN:

1. THE NEIGHBORING PROPERTY PREVIOUSLY OWNED BY CARTWHEEL PRAIRIE LLC WAS ADDED TO THE SCOPE OF THE PRELIMINARY PLAN.
2. THE BOUNDARIES OF PHASES 109, 111, & 115 WERE CHANGED.
3. THE ALIGNMENT OF MURR LANE WAS CHANGED AND EXTENDED. ALLEYS WERE ADDED TO PHASE 404A AND 404B.
4. PHASES 404A WAS CHANGED TO 1 LOT.
5. PHASE 406 WAS SPLIT INTO 406A AND 406B. LOTS AND STREETS WERE ADDED TO BOTH PHASES.
6. PHASE 404B WAS SPLIT INTO 404B AND 404C.
7. PHASE 404B WAS CHANGED FROM 1 LARGE LOT TO 22 SMALLER LOTS.

NOTE:
THE FLOODPLAIN SHOWN ON THIS PRELIMINARY PLAN IS FROM A MITCHELL AND MORGAN DRAINAGE STUDY. THE LOMR IS CURRENTLY UNDER REVIEW BY FEMA.

CITY OF COLLEGE STATION CONTROL MONUMENT CS94-130 BEARS N 60°51'08" W 4547.72'

Phase #	Neighborhood Parkland Dedication (acres)
100	2.182
102	0.456
103	0.000
104	0.000
105	0.000
106	1.523
107	2.338
108	0.000
109	0.000
110	0.000
111	0.000
112	0.000
113	0.000
114	1.783
115	0.000
200	0.661
201	0.364
301	0.000
302	0.000
303	0.000
304	0.000
305	0.000
401	0.000
402	0.000
403	0.000
404A	0.000
404B	0.115
405	0.000
406A	0.443
406B	0.452
406C	0.000
501	0.000
601	0.000
602	0.000
701	0.000
TOTAL	10.317

SCALE IN FEET

SHEET INDEX

LEGEND

- PROPERTY BOUNDARY
- RIGHT OF WAY
- EXISTING CONTOUR
- LOT LINE
- PROPOSED PUBLIC UTILITY EASEMENT (PUE)
- EXISTING PUBLIC UTILITY EASEMENT (PUE)
- PROPOSED PUBLIC DRAINAGE EASEMENT (PDE)
- EXISTING PUBLIC DRAINAGE EASEMENT (PDE)
- PROPOSED PRIVATE DRAINAGE EASEMENT
- EXISTING PRIVATE DRAINAGE EASEMENT
- PROPOSED PUBLIC ACCESS EASEMENT (P.A.E.)
- PROPOSED PRIVATE ACCESS EASEMENT (Pr.A.E.)
- PROPOSED CURB AND GUTTER
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- MULTI-USE PATH
- BASE FLOOD ELEVATION (BFE)
- APPROXIMATE FLOOD PLAIN LIMITS (MITCHELL AND MORGAN STUDY)
- APPROXIMATE FLOODWAY LIMITS
- PHASE LINE
- SUBDIVISION LINE
- COMMUNITY PARKLAND DEDICATION
- NEIGHBORHOOD PARKLAND DEDICATION
- COMMON AREA
- NATURAL PROTECTED AREA

VICINITY MAP

PRELIMINARY PLAN
NOT FOR RECORD

REVISED
PRELIMINARY PLAN
MIDTOWN RESERVE SUBDIVISION
142.946 ACRES - 699 LOTS

PHASE 100: 7.367 ACRES - 26 LOTS (0.010 ACRES C.A.)
PHASE 102: 11.192 ACRES - 62 LOTS (0.154 ACRES C.A.)
PHASE 103: 1.158 ACRES - 9 LOTS (0.000 ACRES C.A.)
PHASE 104: 5.364 ACRES - 36 LOTS (0.114 ACRES C.A.)
PHASE 105: 10.417 ACRES - 69 LOTS (0.182 ACRES C.A.)
PHASE 106: 8.667 ACRES - 50 LOTS (0.102 ACRES C.A.)
PHASE 107: 10.155 ACRES - 48 LOTS (0.469 ACRES C.A.)
PHASE 108: 7.135 ACRES - 46 LOTS (0.057 ACRES C.A.)
PHASE 109: 16.911 ACRES - 25 LOTS (7.030 ACRES C.A.)
PHASE 110: 11.738 ACRES - 78 LOTS (0.098 ACRES C.A.)
PHASE 111: 3.127 ACRES - 21 LOTS (0.000 ACRES C.A.)
PHASE 112: 2.617 ACRES - 19 LOTS (0.070 ACRES C.A.)
PHASE 113: 7.746 ACRES - 52 LOTS (0.000 ACRES C.A.)
PHASE 114: 15.031 ACRES - 53 LOTS (0.047 ACRES C.A.)
PHASE 115: 5.143 ACRES - 1 LOT (1.101 ACRES C.A.)
PHASE 200: 11.349 ACRES - 49 LOTS (0.056 ACRES C.A.)
PHASE 201: 7.829 ACRES - 55 LOTS (0.050 ACRES C.A.)

MIDTOWN CITY CENTER SUBDIVISION
109.551 ACRES - 134 LOTS

PHASE 301: 14.332 ACRES - 4 LOTS
PHASE 302: 10.606 ACRES - 3 LOTS
PHASE 303: 1.314 ACRES - 1 LOT
PHASE 304: 6.724 ACRES - 0 LOTS
PHASE 305: 2.052 ACRES - 0 LOTS
PHASE 401: 5.439 ACRES - 1 LOT
PHASE 402: 5.908 ACRES - 1 LOT
PHASE 403: 9.680 ACRES - 2 LOTS
PHASE 404A: 1.983 ACRES - 1 LOTS
PHASE 404B: 1.806 ACRES - 22 LOTS
PHASE 404C: 0.360 ACRES - 0 LOTS
PHASE 405: 7.186 ACRES - 1 LOT
PHASE 406A: 4.529 ACRES - 37 LOTS
PHASE 406B: 3.507 ACRES - 43 LOTS
PHASE 406C: 0.178 ACRES - 1 LOT
PHASE 501: 9.604 ACRES - 1 LOT
PHASE 601: 6.782 ACRES - 14 LOTS
PHASE 602: 12.398 ACRES - 1 LOT
PHASE 701: 5.163 ACRES - 1 LOT

THOMAS CARUTHERS LEAGUE, A-9
COLLEGE STATION, BRAZOS COUNTY , TEXAS

OWNER/MANAGING MEMBER OF ROCK PRAIRIE MANAGEMENT DISTRICT No. 2:
Geva Uri
2809 Brothers Blvd.
College Station, TX 77845

OWNER:
Logan Lee
1851 Harris Drive
College Station, TX 77845

OWNER:
Glover Hays
300 Suffolk Ave.
College Station, TX 77840

OWNER:
Mark Lindemulder
4800 Wayne Ct.
College Station, TX 77845

OWNER:
Kerbel Samuel
4905 Williams Ridge Ct
College Station, TX 77845

OWNER/DEVELOPER:
Midtown Reserve Subdivision:
College Station Downtown Residential, LLC
1645 Greens Prairie Road West, Ste, 204
College Station, TX 77845
(979) 690-7250

OWNER/DEVELOPER:
Midtown City Center Subdivision: College Station Town Center, Inc.
4121 S.H. 6 South, Suite 200
College Station, TX 77845
(979) 985-5610

SURVEYOR:
Brad Kerr, RPLS No. 4502
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195

ENGINEER:
SCHULTZ
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

SCALE: AS SHOWN
AUGUST 2023

EXHIBIT B

REZONING

SCALE IN FEET
100 50 0 100

FUTURE GIBBONS WAY
FUTURE TOLEDO BEND DRIVE
FUTURE COFFEE MILL LANE
DOUBLE MOUNTAIN ROAD
PUBLIC ALLEY
FUTURE FORK COURT
FUTURE LADY BIRD LANE
FUTURE KICKAPOO LANE
FUTURE TOLEDO BEND DRIVE
FUTURE COFFEE MILL LANE
CALAVERAS COURT
ROCK PRAIRIE ROAD
HARRIS DRIVE
TEXANA DRIVE

N/F
COLLEGE STATION DOWNTOWN RESIDENTIAL LLC
A000901, THOMAS CARRUTHERS TRACT
(FUTURE MIDTOWN RESERVE SUBDIVISION)
ZONED PLANNED DEVELOPMENT DISTRICT (PDD)

N/F
ROCK PRAIRIE BAPTIST CHURCH
ROCK PRAIRIE BAPTIST CHURCH LOT 1
7312/207
ZONED RURAL (R)

N/F
MIDTOWN RESERVE SUBDIVISION
PHASE 115
(18918/229 OPRBCT)
ZONED PLANNED
DEVELOPMENT DISTRICT (PDD)

N/F
THIRUMALA ENTERPRISES LLC
A000901, THOMAS CARRUTHERS TRACT
20.023 ACRES
7929/88
ZONED RURAL (R)

N/F
LAWRENCE WOLKEN
A000901, THOMAS CARRUTHERS
4.39 ACRES
401/689
ZONED RURAL (R)

N/F
CARTER LAKE
DEVELOPMENT COMPANY
A000901, THOMAS
CARRUTHERS TRACT
1.577 ACRES
230/330
ZONED RURAL (R)

N/F
CHAKDE HOLDINGS LLC
A000901, THOMAS CARRUTHERS TRACT
2.799 ACRES
10990/21
ZONED GENERAL SUBURBAN (GS)

N/F
CHAKDE HOLDINGS LLC
A000901, THOMAS CARRUTHERS TRACT
1.903 ACRES
13349/138
ZONED RURAL (R)

N/F
KENNETH AND LINDA MCCADDEN
CARTER LAKE ACRES, LOT 1
7875/163
ZONED GENERAL SUBURBAN (GS)

N/F
MIDTOWN RESERVE SUBDIVISION
PHASE 109
(18843/37 OPRBCT)
ZONED PLANNED
DEVELOPMENT DISTRICT (PDD)

STORM WATER DETENTION
STORM WATER DETENTION

20' PAE (18843/37 OPRBCT)
20' PUE (18843/37 OPRBCT)
25' PAE (18843/37 OPRBCT)
10' PrDE (18843/37 OPRBCT)
VARIABLE WIDTH PAE (18843/37 OPRBCT)
20' PUE (11427/253 OPRBCT)

N23° 07' 46"E - 524.08'
S77° 01' 02"E - 397.18'
N43° 29' 39"E - 1922.15'
N48° 35' 09"W - 437.42'
S38° 34' 25"W - 539.01'
S38° 43' 08"W - 314.73'
S34° 52' 46"W - 259.94'
S37° 50' 59"W - 323.52'
S37° 11' 44"W - 711.78'
S36° 34' 45"W - 465.53'

EXISTING ZONING: RURAL (R)
PROPOSED ZONING: PLANNED DEVELOPMENT DISTRICT (PDD)

FUTURE STREET
FUTURE ALLEY
FUTURE STREET

FUTURE MULTI-USE PATH
FUTURE MULTI-USE PATH

N/F
CITY OF COLLEGE STATION, TEXAS
CALLED 100.64 ACRES
(6927/226, OPRBCT)

SOUTH EAST PARK

N/F
CITY OF COLLEGE STATION, TEXAS
CALLED 66.32 ACRES
(4480/135, OPRBCT)
ZONED RURAL (R)

N/F
ROBERT R. & LAUREN POLING
6301 ROCK PRAIRIE ROAD
13267/264
ZONED RURAL (R)

NOTES:

1. THE SUBJECT TRACT DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS FOR BRAZOS COUNTY, TEXAS AND INCORPORATED AREAS. COMMUNITY NO. 480083, PANEL NO. 0310F, MAP NO. 48041C0310F, EFFECTIVE DATE: APRIL 2, 2014.
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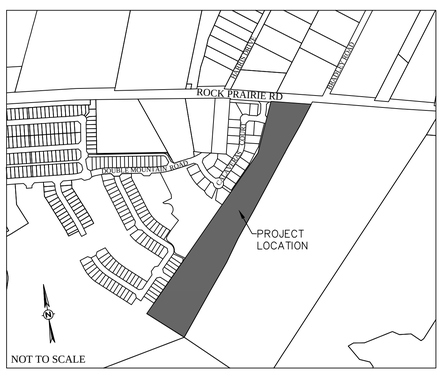
LEGEND

- PROPERTY BOUNDARY
- NATURAL PROTECTED AREAS
- ADJACENT PROPERTY LINES
- TOWN CENTER RESIDENTIAL
- PARKLAND AND NATURAL AREA PROTECTED
- PARKLAND
- PROPERTY CORNER
- EXISTING MULTI-USE PATH
- MULTI-USE PATH
- EXISTING SIDEWALK/PATH
- SIDEWALK/PATH

VICINITY MAP



CONCEPT PLAN

MIDTOWN RESERVE EXPANSION II

19.44 ACRES

THOMAS CARUTHERS LEAGUE, A-9

COLLEGE STATION, BRAZOS COUNTY, TEXAS

RURAL (R) TO PLANNED DEVELOPMENT DISTRICT (PDD)

SCALE: AS SHOWN
FEBRUARY 2024

OWNER/DEVELOPER:

PHILLIPS 3 LAND HOLDINGS, LLC
1141 MIDTOWN DRIVE
COLLEGE STATION, TX 77845
(979) 690-7250

SURVEYOR:

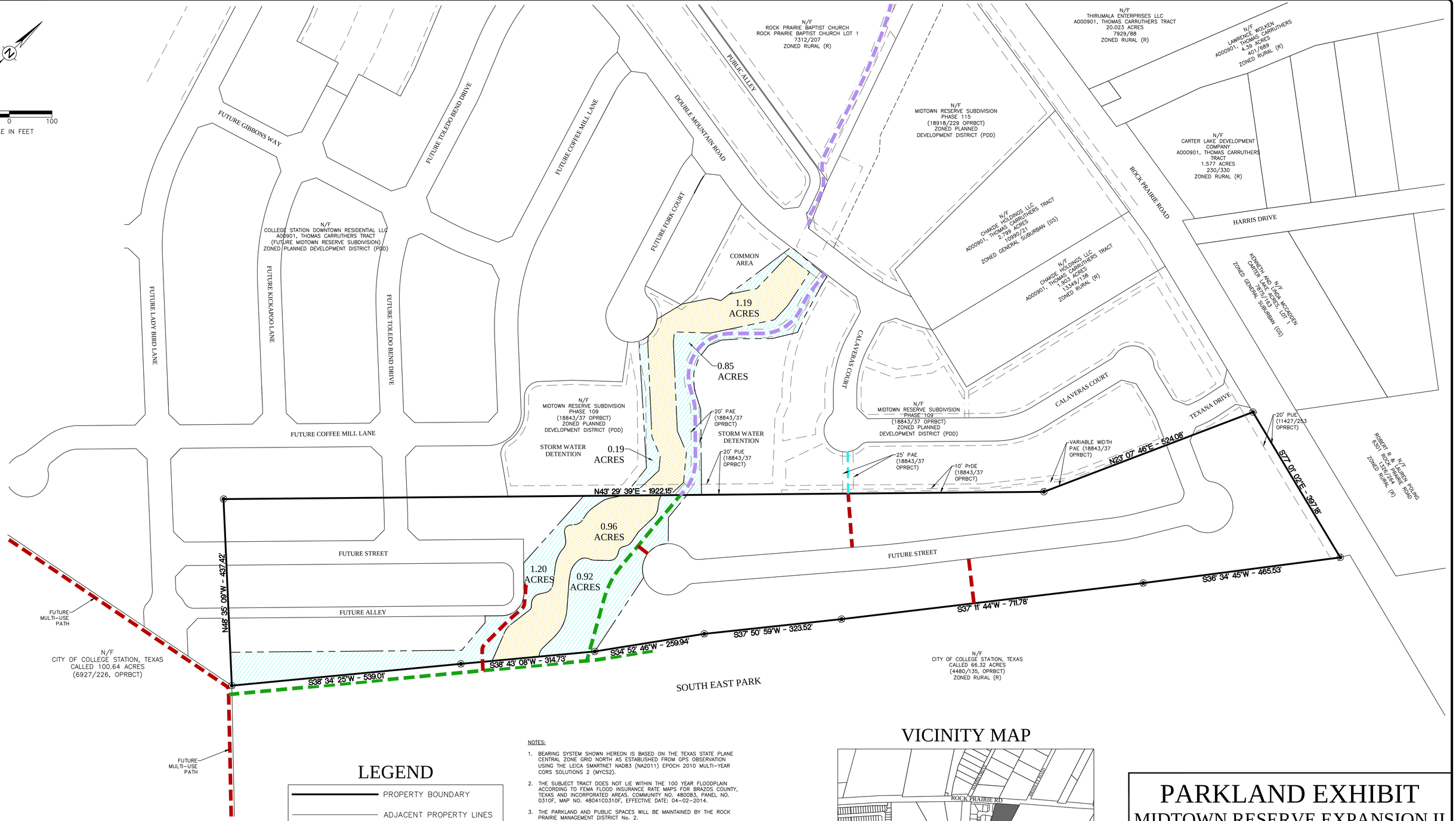
Nathan Paul Kerr, RPLS No. 6834
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195

ENGINEER:

Schultz Engineering, LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
www
(979) 764-3900

EXHIBIT C

PARKLAND



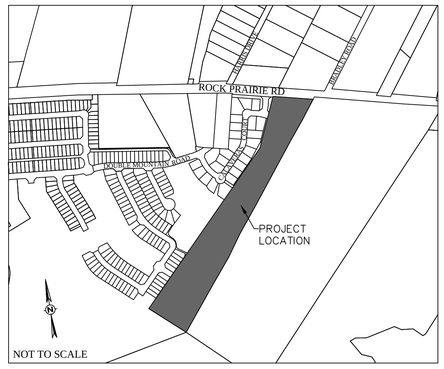
LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY LINES
- PARKLAND AND NATURAL AREA PROTECTED
- PARKLAND
- PROPERTY CORNER
- EXISTING MULTI-USE PATH
- MULTI-USE PATH
- EXISTING SIDEWALK/PATH
- SIDEWALK/PATH

NOTES:

1. BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTIONS 2 (MYCS2).
2. THE SUBJECT TRACT DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS FOR BRAZOS COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY NO. 480083, PANEL NO. 0310F, MAP NO. 48041C0310F, EFFECTIVE DATE: 04-02-2014.
3. THE PARKLAND AND PUBLIC SPACES WILL BE MAINTAINED BY THE ROCK PRAIRIE MANAGEMENT DISTRICT No. 2.
4. THE "NATURAL AREA PROTECTED" LAND IS THE APPROXIMATE LIMITS OF THE 100 YEAR FLOODPLAIN.

VICINITY MAP



PARKLAND EXHIBIT

MIDTOWN RESERVE EXPANSION II

19.44 ACRES

THOMAS CARUTHERS LEAGUE, A-9

COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: AS SHOWN
MARCH 2024

OWNER/DEVELOPER:

PHILLIPS 3 LAND HOLDINGS, LLC
1141 MIDTOWN DRIVE
COLLEGE STATION, TX 77845
(979) 690-7250

SURVEYOR:

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Schultz Engineering, LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
www
(979) 764-3900

Photo 1: Tall Lighting

Photo 2: Bollard Lighting for Sidewalks

Photo 3: Trash Receptacle and Bench

Photo 4: Exercise Station

Photo 5: Exercise Station

Photo 6: Exercise Station

May 13, 2024
Item No. 9.2.
ROO Restricted Occupancy Overlay

Sponsor: Jeff Howell

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 21.15 acres being 49 lots and a common area within Cat Hollow Phase 1 Subdivision and Glenhaven Estates Phase 8 Subdivision, generally located between Brazoswood Drive and Dominik Drive.

Relationship to Strategic Goals:
Neighborhood Integrity

Recommendation(s): The Planning and Zoning Commission heard this item at their April 18, 2024 meeting and recommended 7-0 to approve the rezoning.

Summary: This request is to rezone a total of approximately 21.15 acres from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay, being approximately:

- 17.35 acres being 39 lots and a common area within Cat Hollow Phase 1; and
- 3.80 acres being 10 lots within Glenhaven Estates Phase 8

This request is to add the ROO, which is a single-family overlay zoning district, to the existing base zoning within these contiguous subdivision boundaries. The ROO is intended to provide subdivision-specific occupancy regulations – not to exceed two unrelated persons per single-family dwelling or accessory living quarter. The ROO Petition Committee, comprised of property owners from each original subdivision, has met all requirements of the ROO application process. The Petition Committee submitted the application materials including the ROO petition for each subdivision. When submitting an application with contiguous subdivisions applying jointly within one application, the fifty (50) percent plus one (1) petition signature threshold of property owners in support of the overlay must be met for each of the original subdivisions that apply jointly. City staff were able to verify that each original subdivision has met the petition signature threshold in support of the requested ROO.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject areas are designated as Neighborhood Conservation and Natural & Open Areas on the Comprehensive Plan Future Land Use & Character Map. The Natural & Open Areas are tributaries that lead to Carters Creek and the associated floodplain. The surrounding areas to the north are designated as Neighborhood Conservation, Parks and Greenways at the location of Richard Carter Park, and Neighborhood Commercial with a church. The subject properties are also surrounded by Neighborhood Conservation and Natural & Open Areas (the Carters Creek tributaries) to the south, east, and west. These subject areas are generally bounded by Brazoswood Drive to the north and Dominik Drive to the south which are both existing 2-lane minor collectors and are shown on the

Comprehensive Plan's Thoroughfare Plan.

The Comprehensive Plan discusses single-family overlay zoning districts in both Chapter 3, Strong Neighborhoods and Chapter 9, Collaborative Partnerships. The plan states that, "various single-family overlay zoning districts have been created to help mitigate the issues associated with tear-downs in established neighborhoods. These include the Neighborhood Conservation Overlay, the Restricted Occupancy Overlay, and the Historic Preservation Overlay." The plan goes on to state that collaboration between the City and Texas A&M University is vital to proactively address issues caused by the rapid growth of the university and the stressors and potential changes that places on nearby neighborhoods. Single-family overlay zoning is a tool that a neighborhood can choose for itself to help address and mitigate perceived, anticipated, and actual changes within an established single-family neighborhood. While the NCO Neighborhood Conservation and HP Historic Preservation overlays address and mitigate changes to physical property characteristics, the intent of a ROO is to address and mitigate issues associated with over-occupancy. As a tool that a neighborhood can pursue for itself to address issues of over-occupancy and preserve neighborhood character, the request is aligned with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject areas are surrounded by GS General Suburban zoned single-family homes, except to the north across Glenhaven Drive, which is zoned T Townhouse and is currently developed with single-family housing and a park. The single-family uses allowed by the GS General Suburban zoning district will remain and the addition of the ROO solely restricts the number of unrelated persons per single-family dwelling or accessory living quarters to no more than two unrelated persons.

As stated in the Unified Development Ordinance (UDO):

> Single-family overlay districts create an additional zoning district that is superimposed over the underlying zoning district. Single-family overlay districts are intended to provide additional standards for College Station neighborhoods. These standards promote residential development patterns and are intended to protect and enhance desirable neighborhood characteristics, livability, and harmonious, orderly, and efficient growth and development. The underlying zoning district establishes the permitted uses and standards and shall remain in effect. The requirements of the overlay district are to be applied in addition to the underlying zoning district standards.

The ROO overlay standard is as follows:

> Occupancy of either a detached single-family dwelling or accessory living quarter shall not exceed two unrelated persons per single-family dwelling or accessory living quarter. Related persons are specified in Section 11.2 'Defined Terms' in the definition of 'Family.' Accessory living quarter requirements are further specified in Section 6.5 'Accessory Uses' within the standards for 'Living Quarters.'

UDO sections 3.3 Zoning Map Amendment (Rezoning), 4.1 Establishment of Districts, and 5.11 Single-Family Overlay Districts detail the application process and regulations for single-family overlay districts and the ROO Process Handbook serves as a policy guide for residents. The process requires that a subdivision interested in pursuing a ROO form a Petition Committee. That committee is tasked with leading the effort, organizing their neighbors, hosting a neighborhood-led meeting and notifying all neighbors of the meeting via certified mail, collecting the petition signatures, and

submitting the completed application and all required materials. Contiguous subdivisions can choose to work together and submit a joint application, provided that there is a representative from each original subdivision on the Petition Committee and that each subdivision submits a petition that meets the threshold of fifty (50) percent plus one (1) of signatures in support of the overlay for each subdivision.

The ROO Petition Committee was comprised of six members, with at least one representative from each subdivision: Bill Brown (Cat Hollow Phase 1), Tina Hanna (Cat Hollow Phase 1), Allen Kinley (Cat Hollow Phase 1), Anna Park (Cat Hollow Phase 1), Christine McFarland (Glenhaven Estates Phase 8), and Janet Fanguy (Glenhaven Estates Phase 8). The Petition Committee hosted their neighborhood meeting on December 10, 2023, discussed pursuing the ROO, answered questions from their neighbors, and discussed collecting petition signatures. There were approximately 23 attendees at the meeting--20 were property owners, 1 was on behalf of an owner who was not able to attend, and 2 were other property owners in the surrounding area. City staff were not present at the meeting.

The Petition Committee finished collecting petition signatures and submitted their ROO application on February 2, 2024. City staff verified that the application was complete, that all requirements were met, and that the ROO petition for each original subdivision met the signature threshold. The verified petition signatures in support of the ROO are as follows:

- Cat Hollow Phase 1: 28 of 39 lots in support (71.7%)
- Glenhaven Estates Phase 8: 8 of 10 lots in support (80%)

Staff held a required City-hosted neighborhood meeting for this ROO application request on March 25, 2024. There were approximately 13 attendees, with the majority of questions relating to the overall process, timeline, and enforcement within the ROO.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The ROO zoning does not affect any of the physical characteristics of the underlying GS General Suburban zoning district. The existing subdivisions meet the dimensional standards for GS General Suburban zoned properties as set forth in the UDO and are already developed as single-family residential subdivisions.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water, wastewater, stormwater, and transportation infrastructure is adequate to support the needs of these existing developments. No additional development and subsequent impacts are anticipated from the addition of the ROO zoning designation.

5. The marketability of the property:

The single-family uses allowed by the GS General Suburban zoning district will remain and are marketable as single-family residential homes. The ROO only restricts the number of unrelated persons per single-family dwelling or accessory living quarters to no more than two unrelated persons.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information
4. Rezoning Map
5. Future Land Use Map
6. Original Subdivision Plats
7. Applicant’s Supporting Information
8. Petition Committee Members
9. Neighborhood Meeting Materials
10. Petition Signatures

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 21.15 ACRES BEING 49 LOTS AND A COMMON AREA WITHIN CAT HOLLOW PHASE 1 SUBDIVISION AND GLENHAVEN ESTATES PHASE 8 SUBDIVISION DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35**.**

PASSED, ADOPTED, and APPROVED this 13th day of May, 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

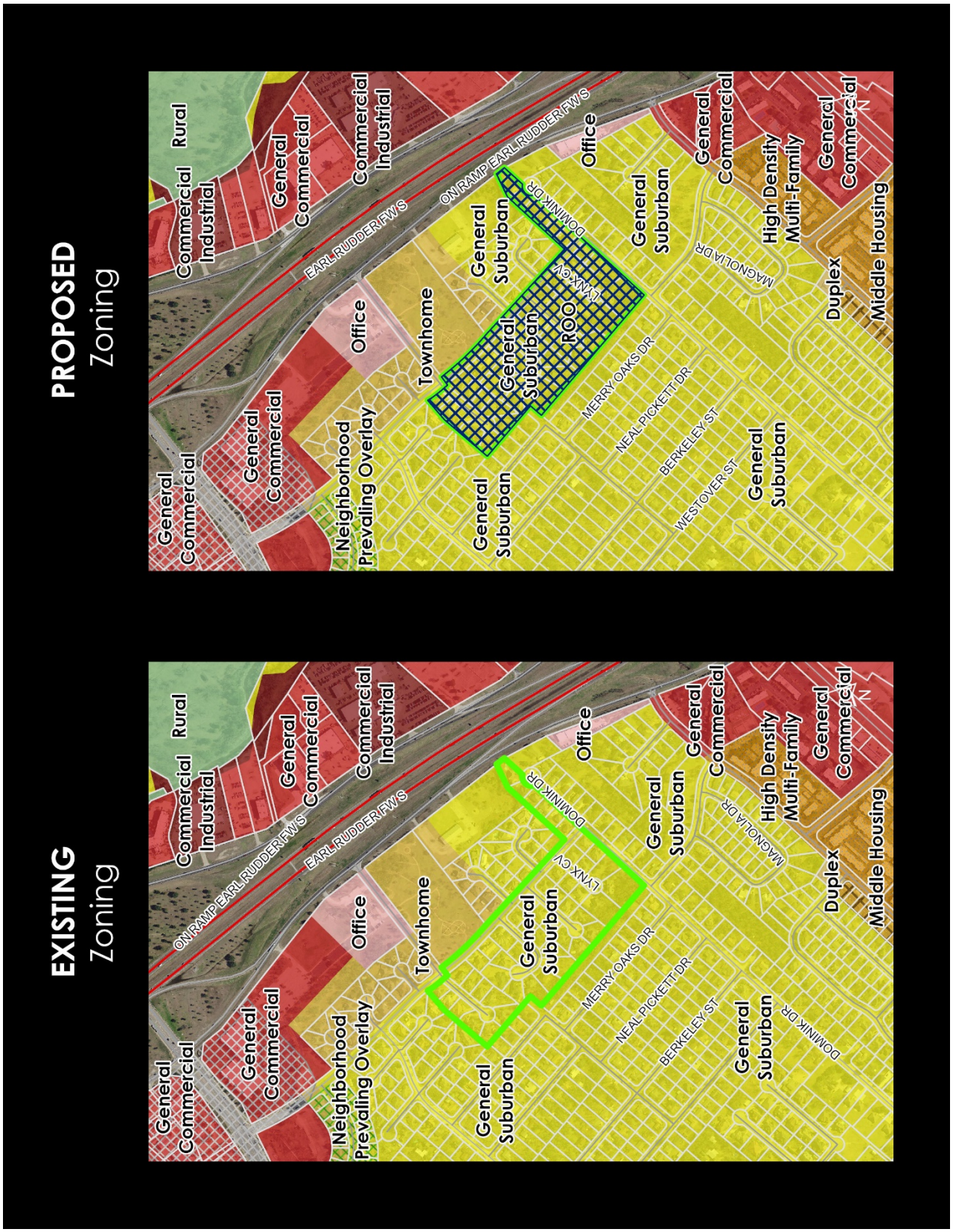
Exhibit A

That Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended and is to read as follows:

The following properties are rezoned to apply a ROO Restricted Occupancy Overlay zoning as provided in Appendix A, "Unified Development Ordinance," Article 5 "District Purpose Statements and Supplemental Standards", Section 5.11 "Single-Family Overlay Districts":

Approximately 21.15 acres of land, being 49 lots and a common area within Cat Hollow Phase 1 Subdivision and Glenhaven Estates Phase 8 Subdivision.

Exhibit B


PROPOSED
Zoning
EXISTING
Zoning
Rural
Commercial
Industrial
General
Commercial
Commercial
Industrial
EARL RUDDER FWY S
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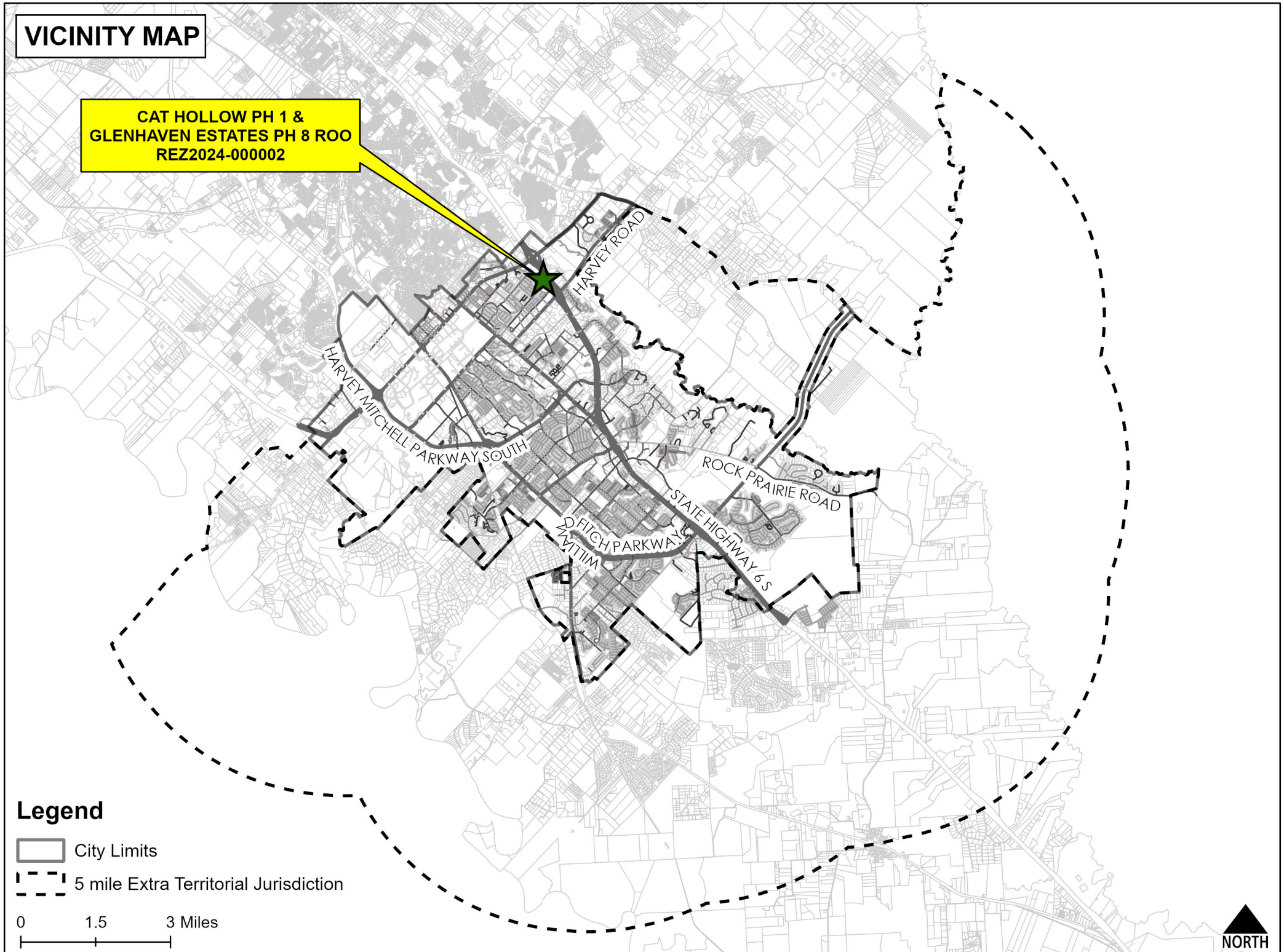
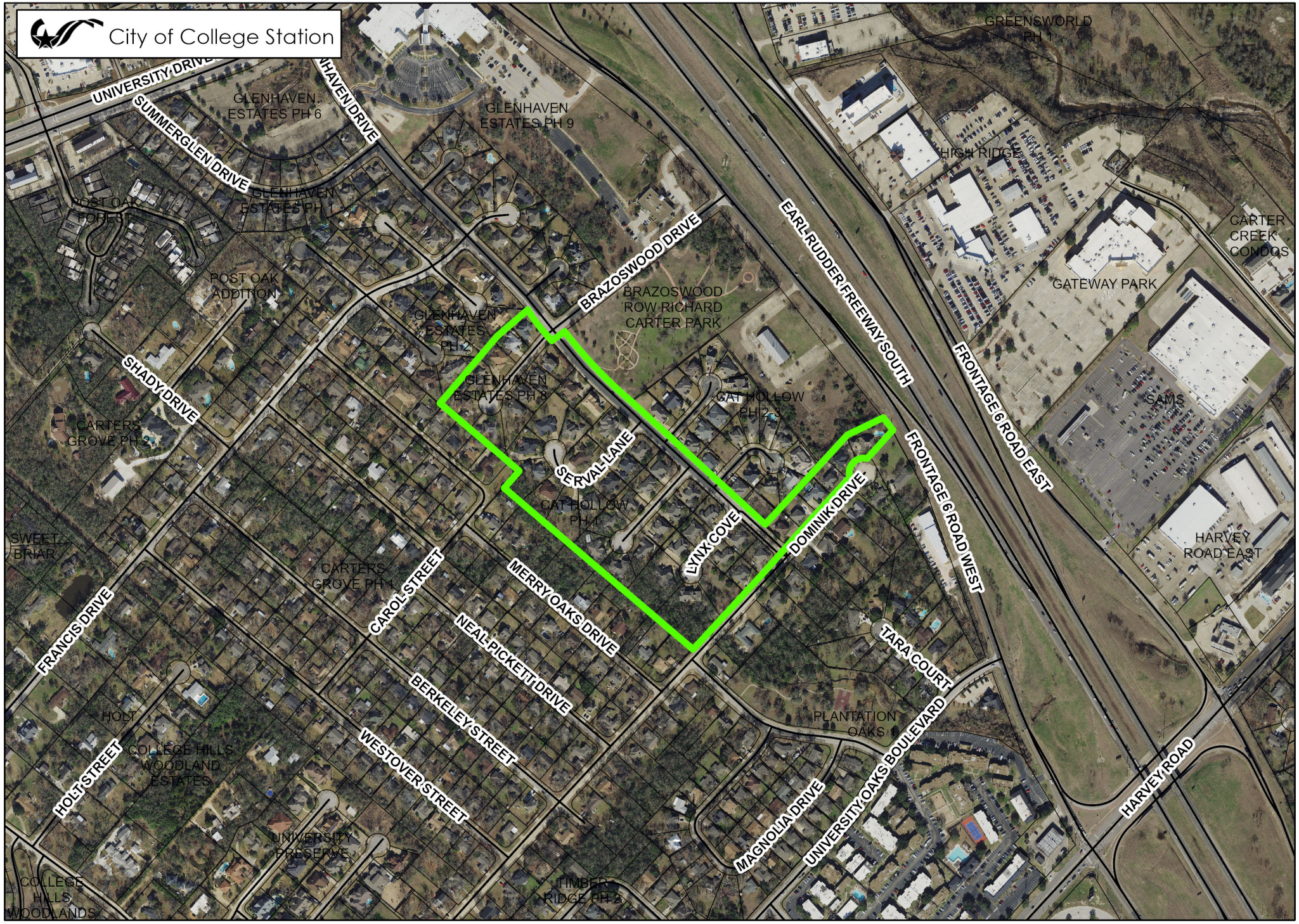
Office
General
Suburban
General
Commercial
High Density
Multi-Family
General
Commercial
N
Duplex
Middle Housing
MAGNOLIA DR
DOMINIK DR
LYNX CV
ROO
Townhome
MERRY OAKS DR
NEAL PICKETT DR
BERKELEY ST
WESTOVER ST
Neighborhood
Prevailing Overlay

VICINITY MAP



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



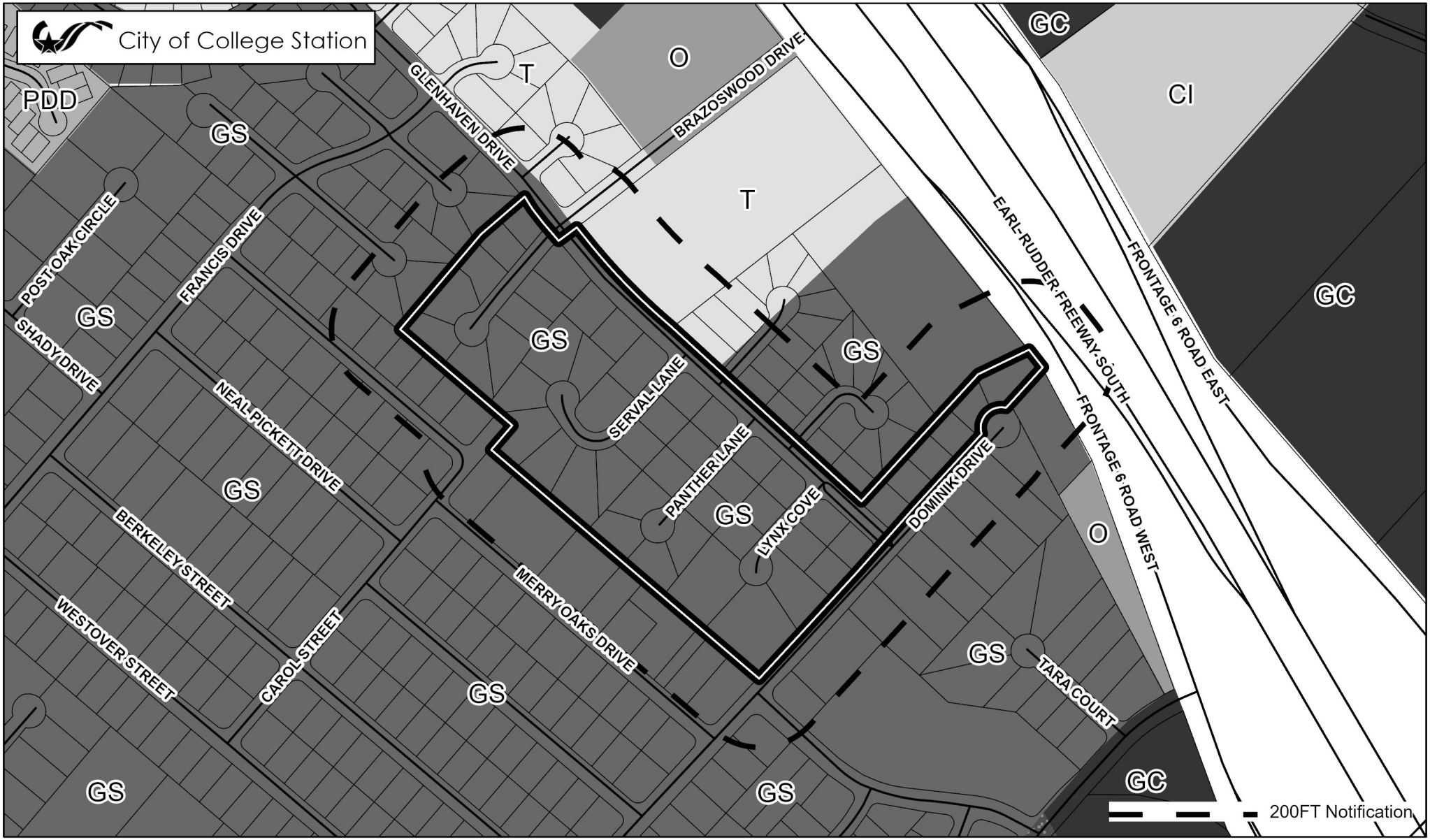
NORTH

0 500 1,000 Feet

CAT HOLLOW PH 1 & GLENHAVEN ESTATES PH 8 ROO

Case: REZ2024-000002

REZONING



ZONING DISTRICTS (In Grayscale)

Residential

R	Rural
WE	Wellborn Estate
E	Estate
WRS	Wellborn Restricted Suburban
RS	Restricted Suburban
GS	General Suburban
D	Duplex
T	Townhome
MH	Middle Housing
MF	Multi-Family
MU	Mixed-Use
MHP	Manufactured Home Pk.

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C–U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG–1	Core Northgate
NG–2	Transitional Northgate
NG–3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
HOO	High Occupancy Ovr.
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

NORTH

0 395 790 Feet

CAT HOLLOW PH 1 & GLENHAVEN ESTATES PH 8 ROO

Case: REZ2024-000002

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: April 18, 2024
Advertised Council Hearing Date: May 9, 2024

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Cat Hollow

Property owner notices mailed: 117

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: One at the time of this report

ADJACENT LAND USES

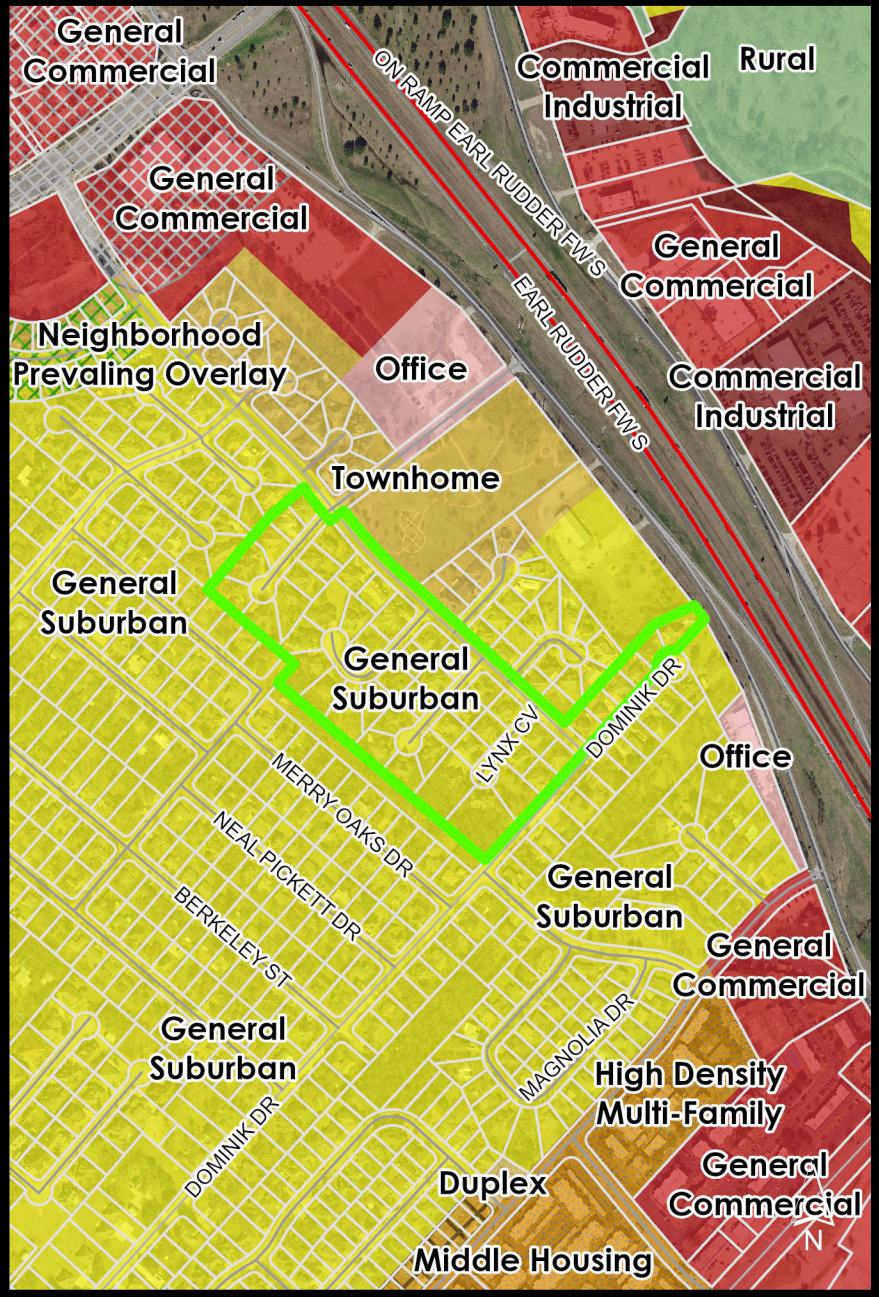
Direction	Comprehensive Plan	Zoning	Land Use
North	Neighborhood Conservation, Parks & Greenways, Neighborhood Commercial	GS General Suburban, T Townhouse	Single-family detached, Parkland
South	Neighborhood Conservation, Natural & Open Areas	GS General Suburban	Single-family detached
East	Neighborhood Conservation, Natural & Open Areas	GS General Suburban	Single-family detached
West	Neighborhood Conservation, Natural & Open Areas	GS General Suburban	Single-family detached

DEVELOPMENT HISTORY

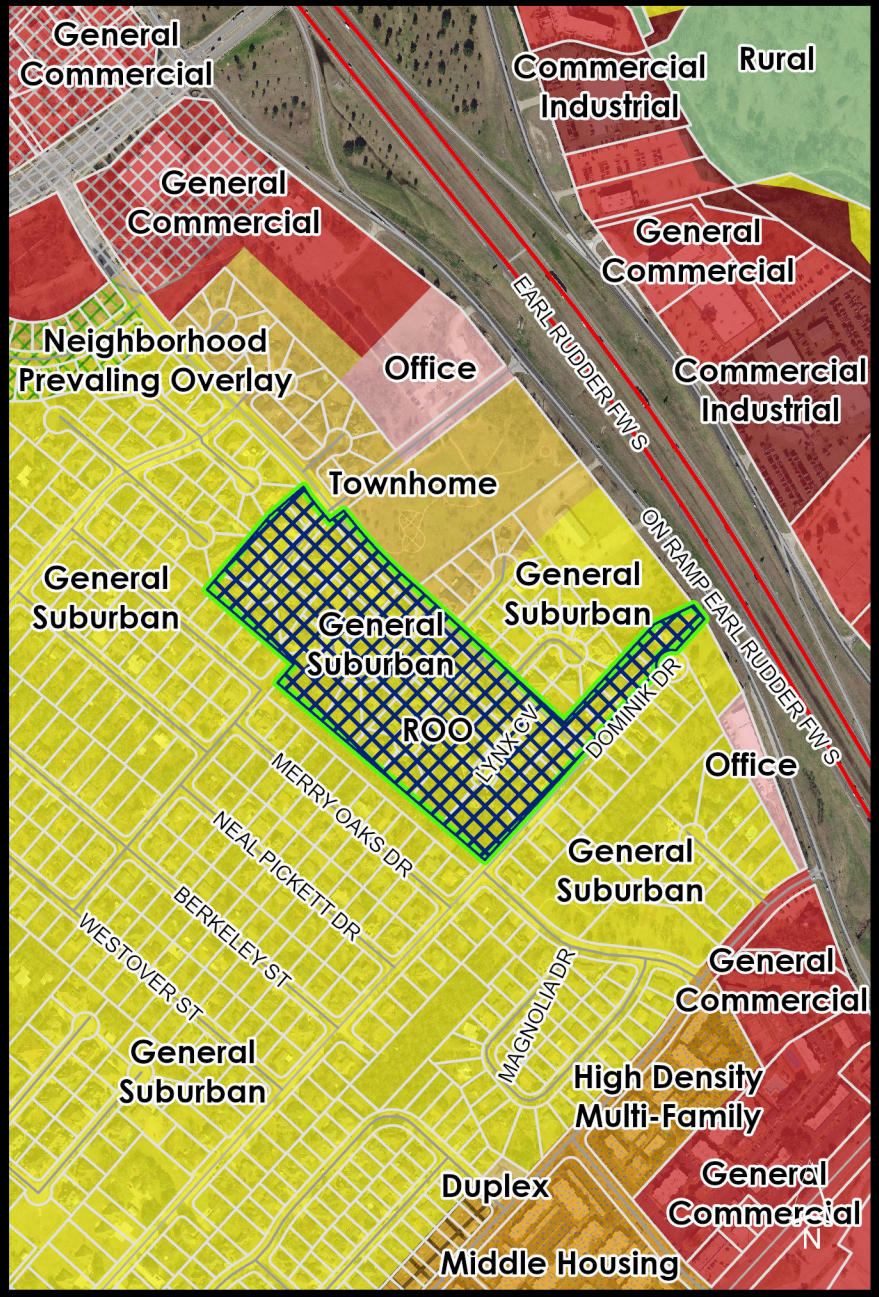
Annexed: August 1958
Zoning: R-1 Single-Family Residential (upon annexation 1958)
R-1 Single-Family Residential renamed to GS General Suburban (2013)

Final Plat: Glenhaven Estates Phase 8 (1993), Cat Hollow Phase 1 (1995)
Site Development: Single-family detached and a common area

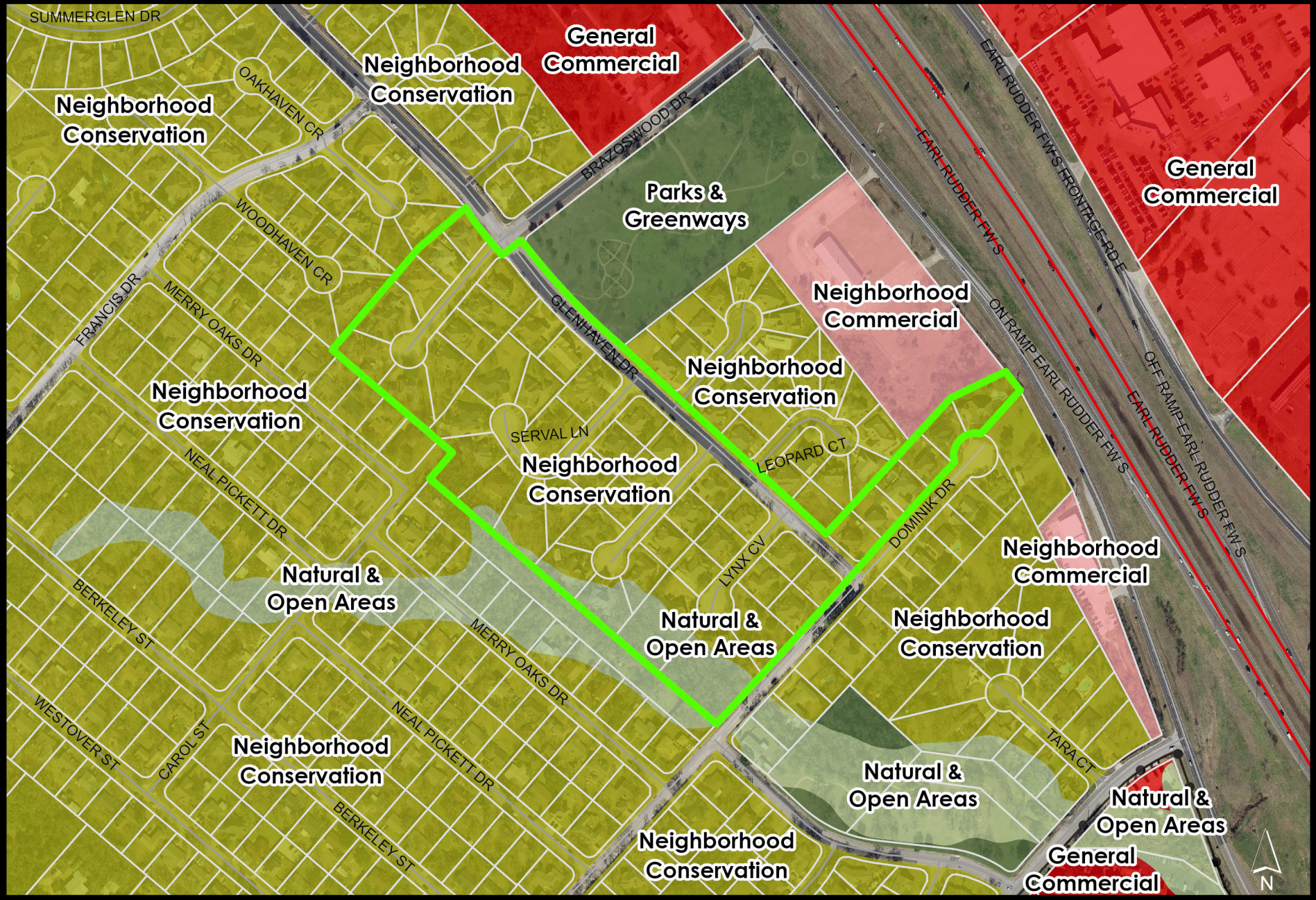
EXISTING
Zoning

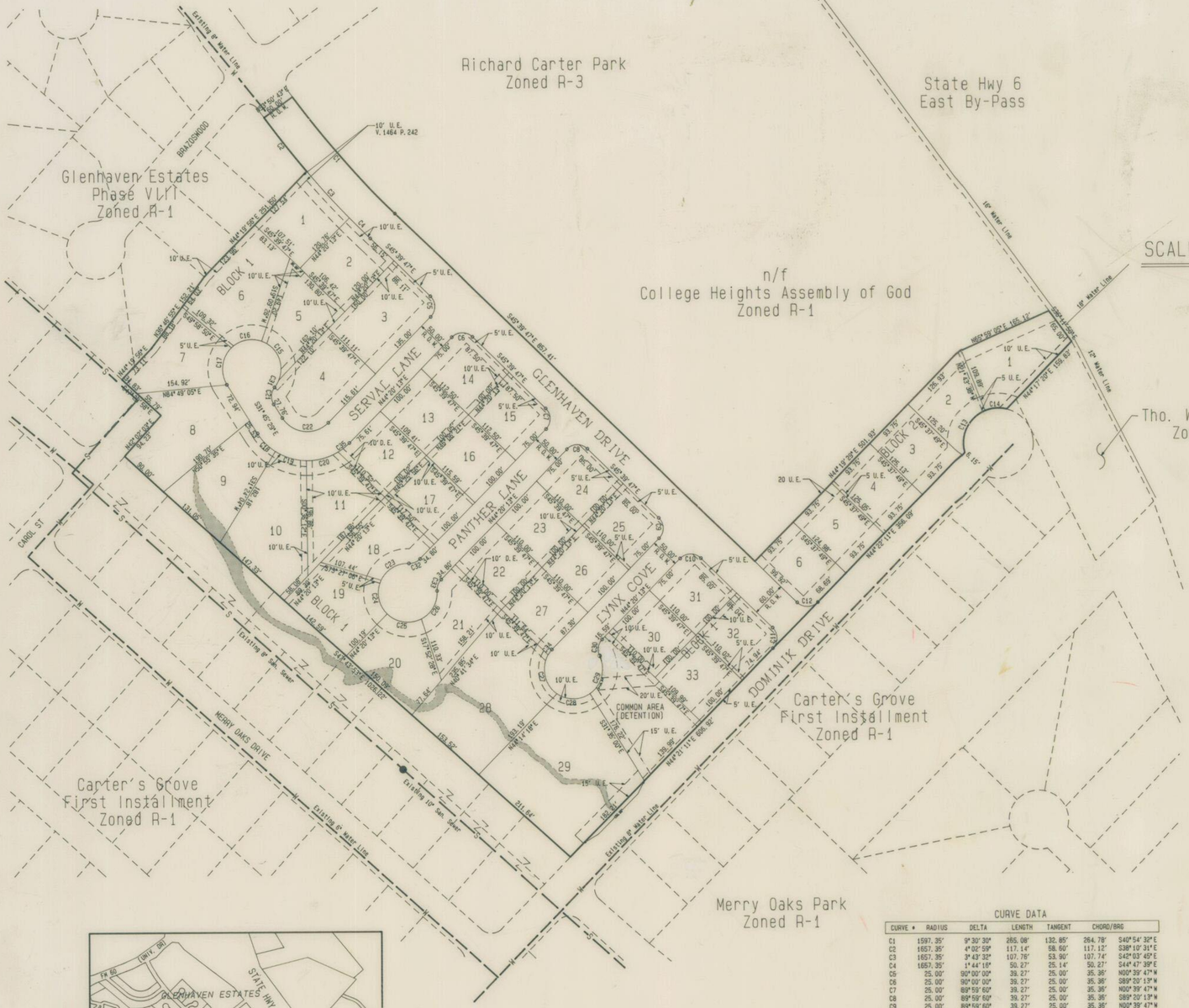


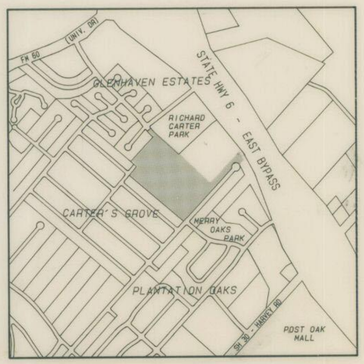
PROPOSED
Zoning



EXISTING
Future Land Use







LOCATION MAP

LEGEND
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
= 100 YEAR FLOOD PLAIN

CURVE DATA

CURVE #	RADIUS	DELTA	LENGTH	TANGENT	CHORD/BRG
C1	1597.35'	9°30'30"	265.08'	132.85'	264.78'	S40°54'32"E
C2	1657.35'	4°02'59"	117.14'	58.60'	117.12'	S38°10'31"E
C3	1657.35'	3°43'32"	107.76'	53.90'	107.74'	S42°03'45"E
C4	1657.35'	1°44'16"	50.27'	25.14'	50.27'	S44°47'39"E
C5	25.00'	90°00'00"	39.27'	25.00'	35.36'	N00°39'47"W
C6	25.00'	90°00'00"	39.27'	25.00'	35.36'	S89°20'13"W
C7	25.00'	89°59'60"	39.27'	25.00'	35.36'	N00°39'47"W
C8	25.00'	89°59'60"	39.27'	25.00'	35.36'	S89°20'13"W
C9	25.00'	89°59'60"	39.27'	25.00'	35.36'	N00°39'47"W
C10	25.00'	89°59'60"	39.27'	25.00'	35.36'	S89°20'13"W
C11	25.00'	90°08'15"	39.33'	25.06'	35.40'	N00°35'40"W
C12	25.00'	89°59'03"	39.26'	24.99'	35.35'	N89°20'42"E
C13	60.00'	83°52'52"	87.84'	53.91'	80.20'	S26°19'56"W
C14	60.00'	35°54'47"	37.61'	19.44'	37.00'	S86°13'49"W
C15	50.00'	93°01'41"	81.18'	52.71'	72.65'	N23°44'53"W
C16	50.00'	63°55'52"	55.79'	31.20'	52.94'	S77°46'21"W
C17	50.00'	77°33'54"	67.69'	40.18'	62.64'	S07°01'28"W
C18	100.00'	25°08'22"	43.88'	22.30'	43.53'	S44°19'40"E
C19	100.00'	31°57'34"	55.78'	28.64'	55.06'	S72°52'38"E
C20	100.00'	32°41'30"	57.06'	29.33'	56.29'	S74°47'50"W
C21	25.00'	70°31'44"	30.77'	17.68'	28.87'	S03°30'23"W
C22	50.00'	103°54'18"	90.67'	63.89'	78.75'	N83°42'38"W
C23	50.00'	68°33'30"	58.08'	32.82'	54.67'	N59°14'51"E
C24	50.00'	71°37'52"	62.51'	36.08'	58.52'	S09°50'51"E
C25	50.00'	71°37'54"	62.51'	36.08'	58.51'	S81°28'44"E
C26	49.99'	66°33'30"	58.07'	32.81'	54.86'	S29°25'35"W
C27	50.00'	84°34'55"	73.81'	45.48'	67.29'	S12°40'04"E
C28	50.00'	69°22'21"	60.54'	34.60'	56.91'	N89°38'42"W
C29	50.00'	81°52'21"	71.45'	43.37'	65.52'	S14°44'40"W
C30	25.00'	70°31'44"	30.77'	17.68'	28.87'	S09°04'21"W
C31	50.00'	16°00'17"	13.97'	7.03'	13.92'	N30°48'05"E
C32	25.00'	48°11'23"	21.03'	11.18'	20.41'	N68°25'54"E
C33	25.00'	48°11'23"	21.03'	11.18'	20.41'	S20°14'32"W
C34	50.00'	14°42'50"	12.84'	6.46'	12.80'	N36°58'48"E
C35	100.00'	14°06'52"	24.63'	12.38'	24.57'	S51°23'39"W

CERTIFICATE OF THE CITY ENGINEER

I, KENT LAZA, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

Kent Laza
City Engineer
City of College Station

APPROVAL OF THE CITY COUNCIL

The attached plat was approved by the City Council of the City of College Station on August 24th, 1994 and conforms to the conditions and requirements imposed by the City of College Station.

City of College Station

ATTEST: Connie Hooks
City Secretary

CERTIFICATE OF THE COUNTY CLERK

STATE OF TEXAS
COUNTY OF BRAZOS

I, Margaret Ward County Clerk, in and for said county, do hereby certify that this plat together with its certificates of authentication was filed for record in my office the 15th day of September 1994 in the Deed Records of Brazos County, Texas, in Volume 2295 Page 29

WITNESS my hand and official Seal, at my office in Bryan, Texas.

Margaret Ward, Cty
County Clerk
Brazos County, Texas
By Barbara Johnson

APPROVAL OF PLANNING AND ZONING COMMISSION

I, Kyle Hawthorne Chairman of the Planning and Zoning Commission of the City of College Station, hereby certify that the attached plat was duly approved by the Commission on the 2nd day of June 1994

Kyle Hawthorne
Chairman

ATTEST: Patricia Homes
City Secretary

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

We, Dan Bensimon and Beth Whatley, owner and developers of the land shown on this plat, and designated herein as the Cat Hollow Subdivision, to the City of College Station, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, easements, and public places thereon shown for the purpose and consideration therein expressed.

Beth Whatley
Owner

Owner

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Dan Bensimon known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this 8th day of February 1995

Deborah Ann Mace
Notary Public, Brazos County, Texas
My Commission expires 4-4-97

CERTIFICATE OF SURVEYOR AND/OR ENGINEER

STATE OF TEXAS
COUNTY OF BRAZOS

I, JOHN NOELL Registered Public Land Surveyor(Engineer), No. 2433 in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

John Noell
5-31-94

GENERAL NOTES

1. No lot shall take access from Glenhaven Drive with exception of Lots 1 and 2, Block 1, which will be required to have circular driveways.
2. Glenhaven is designated as a bike route.
3. All building setbacks shall be in accordance with the City of College Station Zoning Ordinance, No. 1638.
4. The public drainage and utility easement along Lot 29 shall be readily accessible from roadway. No fence or other structure shall be constructed to inhibit access.
5. Any construction including grading, filling, buildings, fences, etc. on properties adjacent to the creek (Block 1, Lots 7, 8, 9, 10, 19, 20, 28, & 29) shall require a drainage development permit before proceeding with construction.
6. Lots 11, 12, 17, 18, 21, 28, 29, and the common area have additional easements via separate instruments.
7. The maintenance of the common area shall be the responsibility of the Homeowner's Association.

FINAL PLAT OF
CAT HOLLOW
17.35 ACRES

RICHARD CARTER LEAGUE A-8
COLLEGE STATION, BRAZOS COUNTY, TEXAS
APRIL, 1994

PREPARED BY:
URBAN DESIGN GROUP
909 SOUTHWEST PKWY. EAST
SUITE E
COLLEGE STATION, TEXAS 77840

PREPARED FOR:
MYRAD REAL ESTATE
2405 TEXAS AVENUE SOUTH 308
COLLEGE STATION, TEXAS
77840

DC FILE: CH2-PLAT

FILED

93 [illegible] 31

[illegible] CO. CLERK

BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS

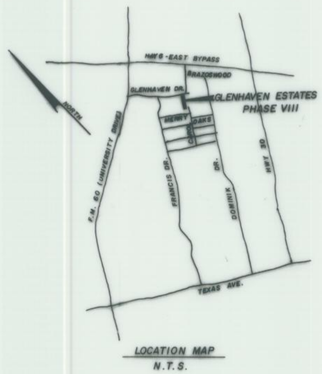
BY [illegible]

516476

CERTIFICATE OF THE COUNTY CLERK

I, Mary Ann Ward, County Clerk of Brazos County, Texas, do hereby certify that this plat together with its certificates of authentification was filed for RECORD on the 29 day of March, 1993, and duly RECORDED in Volume 1754, Page 49, of the OFFICIAL RECORDS of Brazos County, Texas.

Mary Ann Ward by Barbara Pitman
County Clerk, Brazos County, Texas

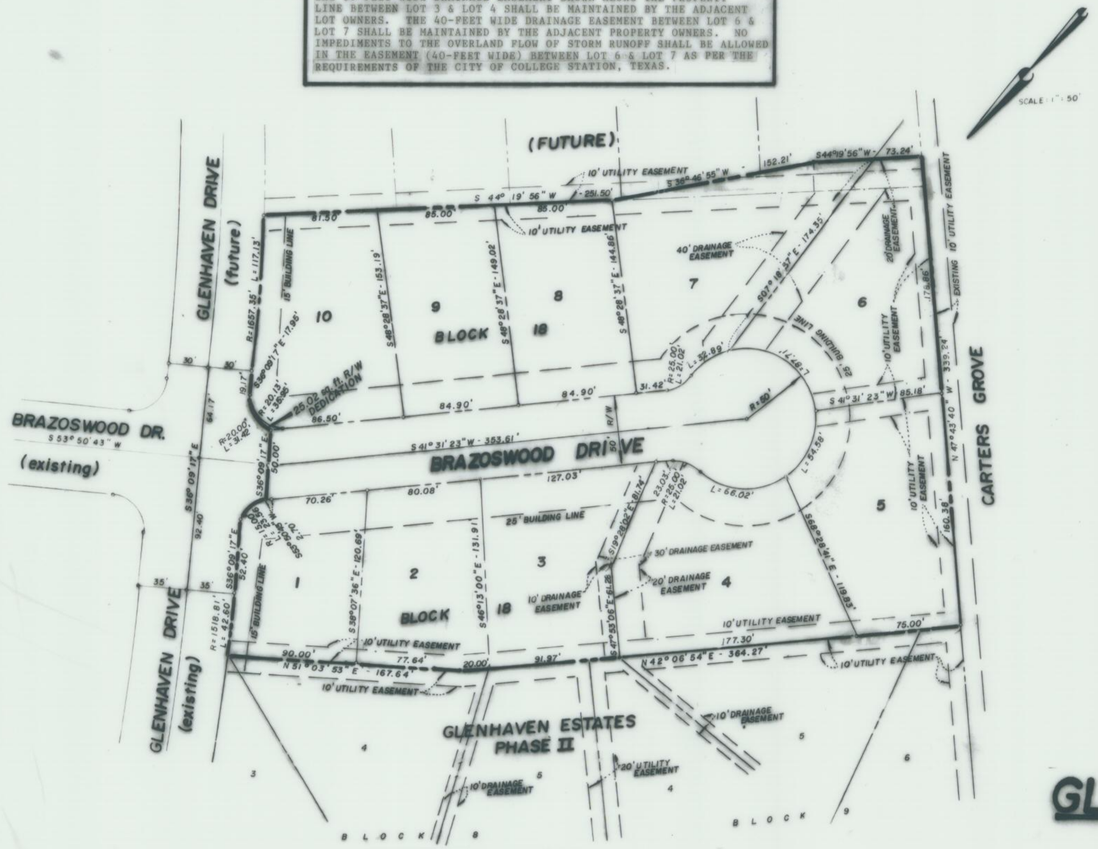


LOCATION MAP
N.T.S.

MAINTENANCE RESPONSIBILITIES

NOTE FOR OWNERS OF LOT 3, LOT 4, LOT 6 & LOT 7

THE 30-FEET WIDE DRAINAGE EASEMENT SHOWN ALONG THE PROPERTY LINE BETWEEN LOT 3 & LOT 4 SHALL BE MAINTAINED BY THE ADJACENT LOT OWNERS. THE 40-FEET WIDE DRAINAGE EASEMENT BETWEEN LOT 6 & LOT 7 SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNERS. NO IMPEDIMENTS TO THE OVERLAND FLOW OF STORM RUNOFF SHALL BE ALLOWED IN THE EASEMENT (40-FEET WIDE) BETWEEN LOT 6 & LOT 7 AS PER THE REQUIREMENTS OF THE CITY OF COLLEGE STATION, TEXAS.



CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS §
COUNTY OF BRAZOS §

I, HANK C. McQUAIDE, PRESIDENT OF BRAZOSLAND PROPERTIES, INC., OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREON AS GLENHAVEN ESTATES, PHASE VIII, SUBDIVISION TO THE CITY OF COLLEGE STATION, TEXAS, HEREBY DEDICATE ALL EASEMENTS, RIGHTS-OF-WAY AND PUBLIC PLACES SHOWN HEREON TO THE USE OF THE PUBLIC FOREVER FOR THE CONSIDERATION AND PURPOSE HEREIN EXPRESSED.

Hank C. McQuaide
HANK C. McQUAIDE, President
Brazosland Properties, Inc.

STATE OF TEXAS §
COUNTY OF BRAZOS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Hank C. McQuaide, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the will of the Corporation and for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of August 1991.

Marilyn D. Willett
Notary Public, Brazos County, Texas

NOTARY PUBLIC STATE OF TEXAS COUNTY OF BRAZOS

CERTIFICATE OF THE CITY COUNCIL

The attached plat was approved by the City Council of the City of College Station, Texas, on the 9TH day of April, 1992, and conforms to the Conditions and Requirements of Imposed by the City of College Station, Texas.

Mayor, City of College Station, Texas

CERTIFICATE OF THE PLANNING COMMISSION

I, NANCY SAWTELLE, Chairman of the Planning and Zoning Commission of the City of College Station, Texas, hereby certify that this plat was duly approved by the Planning and Zoning Commission on the 19TH day of MARCH, 1992.

Nancy Sawtelle
Chairman, Planning and Zoning Commission
City of College Station, Texas

CERTIFICATE OF THE CITY ENGINEER

I, DAVID PULLEN, City Engineer of the City of College Station, Texas, hereby declare that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station, Texas.

David D Pullen
City Engineer, College Station, Texas

CERTIFICATION OF THE SURVEYOR/ENGINEER

I, MARTIN L. RILEY, JR., R.P.E. No. 50316 and R.P.L.S. No. 4089, in the State of Texas, hereby declare that this plat was prepared form a survey made on-the-ground under my supervision and that proper engineering consideration has been given this plat.

Martin L. Riley Jr.
Martin L. Riley, Jr., R.P.E., R.P.L.S.

STATE OF TEXAS MARTIN L. RILEY, JR. 50316 REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS MARTIN L. RILEY JR. 4089 REGISTERED PROFESSIONAL LAND SURVEYOR

FINAL PLAT
GLENHAVEN ESTATES
PHASE VIII
3.803 ACRES

OWNED AND DEVELOPED BY:
BRAZOSLAND PROPERTIES, INC.
HANK C. McQUAIDE, President

PREPARED BY:
RILEY ENGINEERING COMPANY
BRYAN, TEXAS

AUGUST, 1991

COPY

NOTE: Use Copy for all Copying Purposes.

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: CAT HOLLOW PH 1 & GLENHAVEN PH 8 ROO (REZ2024-000002)

Address: 1500 LYNX CV

Legal Description: CAT HOLLOW PH 1, BLOCK 1, LOT 29

Total Acreage: 0

Applicant:: ANNA PARK

Property Owner: ANNA PARK

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The surrounding neighborhoods are becoming mass housing which bring multiple undesirable consequences. Our neighborhoods seek to maintain our single family living.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

This zone change is in accordance with the comprehensive plan particularly in regard to distinctive places and strong neighborhoods.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

Both Cat Hollow Phase One and Glenhaven Estates Phase Eight are single family homes. The overlay would preserve this.

Explain the suitability of the property for uses permitted by the rezoning district requested.

These neighborhoods have been overwhelmingly single family neighborhoods since they were developed making sustainability certain.

Explain the suitability of the property for uses permitted by the current zoning district.

These neighborhoods have been overwhelmingly single family neighborhoods since they were developed making sustainability certain.

Explain the marketability of the property for uses permitted by the current zoning district.

The overlay would make this neighborhood even more desirable to families who want to live in town, near the university and good public schools. The overlay preserves this pocket of family living in town thus making it attractive to future residents.

List any other reasons to support this zone change.

Our neighborhoods seek the overlay to maintain a family and retirement environment in our neighborhood, maintain property values, preserve in-town living free from mass housing and the consequences that come with it, as well as maintain desirability of the neighborhood.

ROO Petition Committee Members

Representatives from Cat Hollow Phase One:

Bill Brown
1604 Panther Lane
College Station, TX 77840

Tina Hanna
1707 Serval Lane
College Station, TX 77840

Allen Kinley
1702 Serval Lane
College Station, TX 77840

Anna Park
1500 Lynx Cove
College Station, TX 77840

Representatives from Glenhaven Estates Phase Eight:

Christine McFarland
1707 Brazoswood Drive
College Station, TX 77840

Janet Fanguy
1705 Brazoswood Drive
College Station, TX 77840

Cat Hollow Phase One ROO Petition Committee Members

Bill Brown
1604 Panther Lane
College Station, TX 77840
bill_brown@creedeexpl.com
979-220-8732

Tina Hanna
1707 Serval Lane
College Station, TX 77840
katinahanna@gmail.com
979-204-0885

Allen Kinley
1702 Serval Lane
College Station, TX 77840
aKinley@tamu.edu
979-229-7832

Anna Park
1500 Lynx Cove
College Station, TX 77840
annajohnstonpark@gmail.com
512-644-8357

Glenhaven Phase Eight ROO Petition Committee Members

Christine McFarland
1707 Brazoswood Drive
College Station, TX 77840
ctmcfarland@tamu.edu
979-571-6072

Janet Fanguy
1705 Brazoswood Drive
College Station, TX 77840
janet.fanguy@bryanisd.org
979-575-5574

Allen Kinley
1702 Serval Lane
College Station, TX 77840
aKinley@tamu.edu
979-229-7832

Anna Park
1500 Lynx Cove
College Station, TX 77840
annajohnstonpark@gmail.com
512-644-8357

Cat Hollow Homeowners Association
Cat Hollow Phase One Neighborhood Meeting RE: ROO Ordinance
When:
4:00pm on Sunday, December 10th, 2023
Where:
the Back Cul-De-Sac on Serval Ln
College Station 77840
(For GPS: 1702 Serval Ln)
For more information or to contact the Cat Hollow Phase One Neighborhood Petition Committee, please call or email Association Services BCS
help@associationservicesbcs.com | 979-822-4443

Cat Hollow Homeowners Association
Cat Hollow Phase One
Neighborhood Meeting
RE: ROO Ordinance
When:
4:00pm on Sunday,
December 10th, 2023
Where:
Back Cul-De-Sac, Serval Ln
College Station, TX 77840
Inclement Weather Location:
CS Fire Station #6
Please Attend!
Your Vote Matters!

Cat Hollow Homeowners Association

1701 Southwest Parkway Ste 209
College Station, TX 77840
help@associationservicesbcs.com
979-822-4443

Copy of letter sent to all owners

November 16, 2023

Christopher & Anna Park
1500 Lynx Cove
College Station, TX 77840

Cat Hollow Phase One Property Address: 1500 Lynx Cove, College Station, Texas 77840
Cat Hollow Phase One Legal Description: Phase 1, Block 1, Lot 29
Certified Tracking Number: 9589 0710 5270 0661 4584 69

RE: NEIGHBORHOOD MEETING FOR CAT HOLLOW PHASE ONE RESTRICED OCCUPANCY OVERLAY

Dear Cat Hollow Phase One Owner,

You are invited to a **Neighborhood Meeting** to discuss rezoning Cat Hollow Phase One subdivision to include a **Restricted Occupancy Overlay (ROO)**.

The ROO is a **single-family overlay zoning district** intended to provide an additional restriction in single-family neighborhoods. A ROO allows us, as property owners in the subdivision, to petition to limit the number of household occupants to no more than two unrelated persons.

The first meeting will take place at **4:00pm on Sunday, December 10th, 2023** at the **back cul-de-sac on Serval Ln, College Station 77840** (for navigational purposes, please utilize **1702 Serval Ln**). The second meeting will follow after a short recess during which a hamburger or hotdog meal with chips, a drink, and dessert will be served.

In the event of inclement weather, the meeting location will move to Fire Station # 6, 610 University Dr E, College Station, TX 77840. The time and date will remain the same.

For additional information regarding this discussion, please contact a representative listed below:

Representative:	Anna Park
Property Address:	1500 Lynx Cove
Phone Number:	512-644-8357
Email Address:	annajohnstonpark@gmail.com

Representative:	Tina Hanna
Property Address:	1707 Serval Ln
Phone Number:	979-204-0885
Email Address:	katinahanna@gmail.com

Representative:	Allen Kinley
Property Address:	1702 Serval Ln
Phone Number:	979-229-7832
Email Address:	akinley@tamu.edu

Representative:	Bill Brown
Property Address:	1604 Panther Ln
Phone Number:	979-220-8732
Email Address:	bill_brown@creedeexpl.com

Sincerely,

Board of Directors
Cat Hollow Homeowners Association
Association Services BCS

Cat Hollow Homeowners Association

1701 Southwest Parkway Ste 209
College Station, TX 77840
help@associationservicesbcs.com
979-822-4443

Cat Hollow Phase One Subdivision Neighborhood Meeting RE: Restricted Occupancy Overlay (ROO)

AGENDA

I. Introduction and Impact

Introduction

1. Provide sign-in sheet
2. Present handbook materials
3. Discuss ROO handbook and timeline

Discussion

4. Present and discuss restricted occupancy impact on residents
5. Determine if neighborhood will proceed with ROO

Administrative

6. Overview Neighborhood Petition Committee positions
7. Introduction of Neighborhood Petition Committee representatives and determination of Neighborhood Petition Committee positions

Short Recess while meal is served and Neighborhood Petition Committee meets to draft and review petition for presentation. The Committee Secretary will also draft minutes at this time.

II. Petition Collection

Introduction

1. Provide sign-in sheet
2. Overview of meeting one
3. Present previous meeting minutes

Discussion

4. Review ROO
5. Cast anonymous votes on options to pursue ROO
6. Gather vote results
7. Discuss results
8. Begin petition distribution

Administrative

9. Schedule additional meetings, if consensus is not reached
10. Adjourn

Required Sign-In Sheet

RESTRICTED OCCUPANCY OVERLAY MEETING SIGN-IN

DATE 12/10/23

MEETING # 172

(#2 followed #1)

	NAME	ADDRESS	EMAIL/PHONE	SIGNATURE
1.	Katrina Hanna	1701 Serval Ln	katrinahanna@gmail.com	Katrina Hanna
2.	Homer Tolson	1603 Panther Lane	htolson@verizon.net	Homer Tolson
3.	Brad Podkulski	1709 Brazoswood	bradpodkulski@gmail.com	
4.	Bill Brown	1604 Panther Ln	bill_brown3 creativexpl.com	
5.	DAVID ELBEL	1710 SERVAL LN.	elbeldavid76@gmail.com	David Elbel
6.	Luke Morrison	1609 Leopard Ct.	cr.tarusenate@gmail.com	Luke Morrison
7.	Anne Stockmoe	1700 Serval LN	lyleds@gmail.com	Anne Stockmoe
8.	Leslee & Manjit Yadav	1603 Dominik Dr.	leslee.yadav@gmail.com	Leslee Yadav
9.	Wayne & Carol Cotter	1706 Serval Ln	wayne@landmarkadvisorsinc.com	
10.	Robert Rose	1501 Lynx Cv	rob.edw@sbcglobal.net	
11.	Jean T. Smith	1703 SERVAL LN	JT55SMITH@gmail.com	Jean T. Smith
12.	Janet Fanguy	1705 Brazoswood	janet.fanguy@bryanisd.org	
13.	DSilee Caperton	1507 Dominik Dr.	desilee.caperton@bryanisd.org	
14.	Emily Rose	1501 Lynx Cove	rob.edw@sbcglobal.net	Emily Rose
15.	Wink Kamb	1712 Serval Ln	wkimb@mac.com	
16.	Wanda Foster	1704 Serval Ln	wandaj.foster@gmail.com	Wanda Foster
17.	Paul Straight	1700 Brazoswood Dr	pstraight1@gmail.com	
18.	Bonnie Elbel	1710 Serval Lane	elbel3@Suddenlink.net	Bonnie Elbel
19.	KEVIN PARKER	1602 Panther Ln	aggieparkers@yahoo.com	
20.	Jessica Fickey	1708 SERVAL LN	fickfam12@gmail.com	Fickey
21.	Morgan Elderfield	1606 Panther Lane	morgan.elderfield@gmail.com	
22.				
23.				
24.				
25.				
26.				

Meeting Minutes Template

SUBDIVISION NAME: Cat Hollow Phase One
Glenhaven Estates Phase Eight

DATE: 12/10/23

1. - Cat Hollow Phase One - ROD Meeting #1
2. - Call meeting to order at 4:13pm - Anna Park (location: 1702 Serval Ln)
3. - Presentation of handbook materials - Anna Park.
4. - Disaussion of ROD: overview, application, fee, timeline - Anna Park
5. - Presentation of impact of ROD on neighborhood - Anna Park
6. - Introduction of the committee (petition committee) and
7. committee volunteers: Bill Brown, Tina Hanna, Allen Kinley, Anna
8. Park - no other volunteers given. B. Brown - treasurer A. Kinley - chair A. Park - secretary
9. - Question and Answer Forum:
10. Q - Who does ROD affect if we move forward?
11. A - Cat Hollow Phase One.
12. Q - What happens to rentals?
13. A - Cat Hollow Phase One allows rentals, and rentals registered
14. with the city of College Station will be grandfathered.
15. Q - How many signatures does the petition need?
16. A - 50% + 1. Cat Hollow Phase One has 39 homes. To meet the 50%
17. + 1 requirement, we need 21 homes to sign.
18. Q - Who enforces the ROD if there is a violation?
19. A - City of College Station Code enforcement.
20. - Determine if Cat Hollow Phase One will pursue ROD - no nays
21. or opposition given.
22. - Neighborhood will pursue ROD ordinance.
23. - Motion to adjourn the meeting made by Bill Brown - seconded
24. by Will Lamb.
25. - Meeting adjourned at 4:42pm - Anna Park
26.

Attest: Print: Anna Park - secretary Sign: _____ Petition committee member

Bill Brown Treasurer BBB

Bill Brown

Meeting Minutes Template

SUBDIVISION NAME: Cat Hollow Phase One
Glenhaven Estates Phase Eight

DATE: 12/10/23

1- Cat Hollow Phase One - ROD Meeting #2
2- Call Meeting to order at 5:03pm - Anna Park
3- Meeting #1 Minutes are read aloud - Anna Park
4- Motion to approve the minutes for ROD Meeting #1 made by
5. Robert Rose and seconded by Homer Tolson.
6- Overview of ROD and neighborhood impact presented - Anna Park
7. - Question and Answer Forum:
8. Q: Where are we in the process?
9. A- Cat Hollow Phase One is in the "gathering consensus"
10. section of the process.
11. No further questions.
12- No nays or opposition given in pursuing ROD ordinance for
13. Cat Hollow Phase One.
14- Petition Committee: A. Kinley - chair, B. Brown - treasurer,
15. A. Park - secretary, T. Hanna - member
16- Petition Committee will begin obtaining signatures
17- Motion to adjourn the meeting made by Robert Rose and
18. seconded by David Elbel
19- Meeting adjourned at 5:22pm - Anna Park
20.
21.
22.
23.
24.
25.
26.

Attest: Print: Anna Park - secretary Sign: Anna Park Petition committee member
Bill Brown TREASURER Bill Brown

November 24, 2023

MCFARLAND CHRISTINE T
1707 Brazoswood Dr.
College Station, TX 77840-2619

Certified Tracking Number: _____

Dear Glenhaven Phase 8 Owner,

You are invited to a **Neighborhood Meeting** to discuss rezoning Cat Hollow Phase One and Glenhaven Phase 8 subdivisions to include a **Restricted Occupancy Overlay (ROO)**.

The ROO is a **single-family overlay zoning district** intended to provide an additional restriction in single-family neighborhoods. A ROO allows us, as property owners in the subdivision, to petition to limit the number of household occupants to no more than two unrelated persons.

The first meeting will take place at **4:00 pm on Sunday, December 10th, 2023,** at the **back cul-de-sac on Serval Ln, College Station 77840** (for navigational purposes, please utilize **1702 Serval Ln**). The second meeting will follow after a short recess during which a hamburger or hotdog meal with chips, a drink, and dessert will be served.

In the event of inclement weather, the meeting location will move to Fire Station # 6, 610 University Dr E, College Station, TX 77840. The time and date will remain the same.

For additional information regarding this discussion, please contact a representative listed below:

Representative:	Anna Park
Property Address:	1500 Lynx Cove
Phone Number:	512-644-8357
Email Address:	annajohnstonpark@gmail.com

Representative:	Christine McFarland
Property Address:	1707 Brazoswood Dr.
Phone Number:	979-571-6072
Email Address:	ctmcfarland@tamu.edu

Representative:	Allan Kinley
Property Address:	1702 Serval Ln
Phone Number:	979-229-7832
Email Address:	akinley@tamu.edu

Representative:	Janet Fanguy
Property Address:	1705 Brazoswood Dr.
Phone Number:	979-575-5574
Email Address:	janetfanguy@yahoo.com

Sincerely,

Christine McFarland

Cat Hollow Phase One and Glenhaven Phase 8 Subdivision Neighborhood Meeting
RE: Restricted Occupancy Overlay (ROO)

AGENDA

I. Introduction and Impact

Introduction

1. Provide sign-in sheet
2. Present handbook materials
3. Discuss ROO handbook and timeline

Discussion

4. Present and discuss restricted occupancy impact on residents
5. Determine if neighborhood will proceed with ROO

Administrative

6. Overview Neighborhood Petition Committee positions
7. Introduction of Neighborhood Petition Committee representatives and determination of Neighborhood Petition Committee positions

Short Recess while meal is served and Neighborhood Petition Committee meets to draft and review petition for presentation. The Committee Secretary will also draft minutes at this time.

II. Petition Collection

Introduction

1. Provide sign-in sheet
2. Overview of meeting one
3. Present previous meeting minutes

Discussion

4. Review ROO
5. Cast anonymous votes on options to pursue ROO
6. Gather vote results
7. Discuss results
8. Begin petition distribution

Administrative

9. Schedule additional meetings, if consensus is not reached
10. Adjourn

November 2, 2023

Dear Neighbor,

I apologize for this lengthy letter and thank you in advance for taking a few minutes to read it carefully. So, recently I was approached by two neighbors from the adjacent subdivision, Cat Hollow Phase 1, and asked if our neighborhood, Glenhaven Estates Phase VIII (i.e., Brazoswood Drive) would be interested in joining them to take advantage of a recently passed Residential Occupancy Overlay (ROO) ordinance. This ordinance was passed three years ago and allows each subdivision to limit occupancy to no more than 2 unrelated individuals (family + 1) per household. Having this overlay in place would help keep our family-oriented, well-maintained neighborhood character intact and limit "rent by room" homes.

Features of the ROO ordinance:

- Allows property owners, as a group, the option to limit occupancy of single-family residential dwelling units and accessory structures to no more than 2 unrelated persons within the original subdivision's boundaries. The limit is currently 4 unrelated persons. Any other deed restrictions would not be affected. This option was made available by the City Council in 2021.

- The overlay would allow a family of any size who are related by blood/marriage or otherwise defined as "family" by the city plus one unrelated person. This would allow for caregivers, adoptions, foster children, exchange students, common law marriages, etc. but not clubs, lodges, or a fraternity/sorority house.

A brief summary of the ROO process:

- The process to obtain this overlay includes having at least 1 neighborhood meeting, <u>having 50% +1 property owners</u> sign a petition, submitting the petition, an application, application fee, and other documents to the College Station Planning and Development Department who will then put it on the agendas for both the Planning & Zoning and City Council meetings.

- The application process requirements include: a mailed notice to all property owners in our subdivision followed by a neighborhood meeting and a petition signed by homeowners who agree with the ROO application. After the neighborhood petition & application are complete, the City of College Station will begin the city led portion of the zoning overlay process.

- If City Council approves a ROO it would apply to existing development, new construction, and redevelopment or additions within the subdivision. Those who are already renting to up to 4 unrelated persons would be allowed to continue that practice.

- If, in the future, the subdivision wished to repeal the adopted ROO they could do so by the same application/petition process.

- **The cost to file the ROO with the City is $1400, BUT Cat Hollow's Phase I HOA has agreed to allow us to join them on their application and share the costs with us.** There are 39 homes in their subdivision and 10 in ours, so we would only have to pay 20% of this application fee or $280 total. If all 10 homeowners agree, that would amount to $28 each. We must have 50% + 1 or 6 homes in our subdivision agree to participate. Obviously, it would look better if we had more than 6 homeowners agree.

- The first step is for three or more self-selected owners to form a petition committee to meet with the City of College Station's Long Range Planning Administrator for a brief overview of the ROO application process. They will then begin guiding the subdivision through the process and will be the coordination point for both the city and the owners.

SO, what I need to know first and foremost, is if you are willing to participate in the ROO process. Please respond to this letter (use my email: ctmcfarland@tamu.edu) to confirm your willingness to participate in the ROO, to sign the Petition and to share in our portion of the application fee. (If you do not wish to participate, please let me know that, too.)

Time is of the essence as the Cat Hollow Phase I subdivision intends to move forward with their application. If we want to join them, we need to act quickly.

Thank you for taking the time to read this letter and for giving this proposal your consideration. I really appreciate it and look forward to hearing back from you!

Sincerely,

Christine

Christine McFarland CMcFarland
1707 Brazoswood Drive
College Station, TX 77840
Mobile: 979-571-6072

For additional information on the ROO, you can visit CSTX.GOV/ROO

ROO website
https://www.cstx.gov/departments___city_hall/pds/planning/single_family_overlay_districts

ROO Handbook
https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_12410832/File/Departments/PDS/PUBS/ROO_Handbook.pdf

Planning and Development Map
https://cstx.maps.arcgis.com/apps/webappviewer/index.html?id=1b2d3c188cd5479e9dbc61b6448f714b

Required Sign-In Sheet

DATE 12/10/2023

MEETING # 1 & 2

RESTRICTED OCCUPANCY OVERLAY
MEETING SIGN-IN

	NAME	ADDRESS	EMAIL/PHONE	SIGNATURE
1.	Janet Fanguy	1705 Brazoswood	janet.fanguy@bryanisd	J Fanguy
2.	Paul Straight	1700 Brazoswood Dr	pstraight7@gma.l.com	
3.				
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15

Meeting Minutes Template

SUBDIVISION NAME: Cat Hollow Phase One
Glenhaven Estates Phase Eight

DATE: 12/10/23

1. - Cat Hollow Phase One - ROD Meeting #1
2. - Call meeting to order at 4:13pm - Anna Park (location: 1702 Serval Ln)
3. - Presentation of handbook materials - Anna Park.
4. - Disaussion of ROD; overview, application, fee, timeline - Anna Park
5. - Presentation of impact of ROD on neighborhood - Anna Park
6. - Introduction of the committee (petition committee) and
7. committee volunteers: Bill Brown, Tina Hanna, Allen Kinley, Anna
8. Park - no other volunteers given. B. Brown - treasurer A. Kinley - chair A. Park - secretary
9. - Question and Answer Forum:
10. Q - Who does ROD affect if we move forward?
11. A - Cat Hollow Phase One.
12. Q - What happens to rentals?
13. A - Cat Hollow Phase One allows rentals, and rentals registered
14. with the city of College Station will be grandfathered.
15. Q - How many signatures does the petition need?
16. A - 50% + 1. Cat Hollow Phase One has 39 homes. To meet the 50%
17. + 1 requirement, we need 21 homes to sign.
18. Q - Who enforces the ROD if there is a violation?
19. A - City of College Station Code enforcement.
20. - Determine if Cat Hollow Phase One will pursue ROD - no nays
21. or opposition given.
22. - Neighborhood will pursue ROD ordinance.
23. - Motion to adjourn the meeting made by Bill Brown - seconded -
24. by Will Lamb.
25. - Meeting adjourned at 4:42pm - Anna Park
26.

Attest: Print: Anna Park - secretary Sign: _____ Petition committee member

Bill Brown Treasurer ~~Bill Brown~~ BB

Meeting Minutes Template

SUBDIVISION NAME: Cat Hollow Phase One
Glenhaven Estates Phase Eight

DATE: 12/10/23

- Cat Hollow Phase One - ROD Meeting #2
- Call Meeting to order at 5:03 pm - Anna Park
- Meeting #1 Minutes are read aloud - Anna Park
- Motion to approve the minutes for ROD Meeting #1 made by Robert Rose and seconded by Homer Tolson.
- Overview of ROD and neighborhood impact presented - Anna Park
- Question and Answer Forum:
  Q: Where are we in the process?
  A- Cat Hollow Phase One is in the "gathering consensus" section of the process.
  No further questions.
- No nays or opposition given in pursuing ROD ordinance for Cat Hollow Phase One.
- Petition Committee: A. Kinley-chair, B. Brown-treasurer, A. Park-secretary, T. Hanna-member
- Petition Committee will begin obtaining signatures
- Motion to adjourn the meeting made by Robert Rose and seconded by David Elbel
- Meeting adjourned at 5:22 pm - Anna Park

Attest: Print: Anna Park-secretar Sign: Anna Park Petition committee member
Bill Brown TREASURER Bill Brown

Restricted Occupancy Overlay Petition

RECEIVED
FEB 16 2024

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in (insert subdivision name). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

Date: December 11, 2023

Full Legal Subdivision Name: CAT HOLLOW PHASE ONE

	Address	Legal Description	Property Owner Name	Signature	Date
1	1507 Dominik Dr. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 33	Randal Alan Coperton		1/18/24
2	1509 Dominik Dr. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 32			
3	1605 Dominik Dr. College Station, TX 77840	Cat Hollow Ph 1 Block 2 Lot 6			
4	1607 Dominik Dr. College Station, TX 77840	Cat Hollow Ph 1 Block 2 Lot 5	~~Rebecca S. Mundine~~		
5	1609 Dominik Dr. College Station, TX 77840	Cat Hollow Ph 1 Block 2 Lot 4	Rebecca S. Mundine (Rebecca		12/17/23
6	1611 Dominik Dr. College Station, TX 77840	Cat Hollow Ph 1 Block 2 Lot 3			
7	1613 Dominik Dr. College Station, TX 77840	Cat Hollow Ph 1 Block 2 Lot 2	Manjit YADAV	Manjit Yadav	12/17/23
8	1615 Dominik Dr. College Station, TX 77840	Cat Hollow Ph 1 Block 2 Lot 1			
9	1200 Glenhaven Dr. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 1	Elena Castell-Ruiz		01-23-24
10	1202 Glenhaven Dr. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 2	Rhonda Greer		12/17/23
11	1500 Lynx Cove College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 29	Christopher Paul Park		12/11/23
12	1501 Lynx Cove College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 28	Emily Rose Robert Rose		12-11-2023 12-11-2023
13	1502 Lynx Cove College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot Common Area & Retention Pond	Cat Hollow Owners Association, Inc.		12/18/23
14	1503 Lynx Cove College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 27	Heather Ramsey	Heather Ramsey	12/11/23
15	1504 Lynx Cove College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 30	AURELIO CADENA		12-11-23
16	1505 Lynx Cove College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 26	BRANDON WILLIAMSON		1/19/24
17	1506 Lynx Cove College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 31			
18	1507 Lynx Cove College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 25	Jeffrey Daniel Pace		12/17/2023
19	1600 Panther Ln College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 20	Michael Rowe		12/23/2023
20	1601 Panther Ln College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 19	CHARLES M. McADAMS Sr		
21	1602 Panther Ln College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 21	Kevin Parker		12/20/23
22	1603 Panther Ln. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 18	HOMER Tolson		12/31/23
23	1604 Panther Ln College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 22	William RBrow		12/11/2023
24	1605 Panther Ln. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 17	Jacob L Smith		1/4/23
25	1606 Panther Ln College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 23	Morgan Rebecca Rebekah		12/30/2023
26	1607 Panther Ln College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 16	Dorothy Giese		12/30/2023
27	1608 Panther Ln College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 24			
28	1609 Panther Ln College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 15			
29	1700 Serval Ln College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 7	ELIZABETH A. STOCKMOE		12/19/23
30	1701 Serval Ln. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 6	HDELHEID TRAUT		12/19
31	1702 Serval Ln College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 8	K Allen Kinley		12/19/23
32	1703 Serval Ln. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 5	JEAN T. SMITH		12/19/2023
33	1704 Serval Ln. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 9			
34	1705 Serval Ln. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 4	Frick Moreno Centeno		12/19/23
35	1706 Serval Ln College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 10	ROBERT W. COTTICK		12/19/23
36	1707 Serval Ln. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 3	JAMES T. HANNA		12/17/2023
37	1708 Serval Ln. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 11	Adam L. Fickey		12/19/2023
38	1710 Serval Ln. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 12	DAVID W. ELBEL		12/19/2023
39	1712 Serval Ln. College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 13	WILLIAM M LAND		12/19/2023
40	1714 Serval Ln College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 14			

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MAR 07 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in (insert subdivision name). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: March 3, 2024

FULL LEGAL SUBDIVISION NAME: Cat Hollow Phase One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1601 Panther Lane College Station, TX 77840	Cat Hollow Ph 1 Block 1 Lot 19	John William McAdams	John William McAdams	3/3/24
2.					
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RECEIVED
FEB 13 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in (insert subdivision name). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: 12/13/23

FULL LEGAL SUBDIVISION NAME: Glenhaven Estates Phase 8, Block 18

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1707 Brazoswood Dr.	Glenhaven Estates, Phase 8 Block 18, Lot 2	Christine T. McFarland	Christie McFarland	12/13/23
2.					
3.	1705 Brazoswood Dr.	Glenhaven Estates, Phase 8 Block 18, Lot 3	Janet Fanguy	J Fanguy	12/13/23
4.					
5.	1704 Brazoswood Dr.	Glenhaven Estates, Phase 8 Block 18, Lot 8	JIN L. COKER	Lin L Coker	12/15/23
6.					
7.	1708 Brazoswood Dr.	Glenhaven Estates, Phase 8 Block 18, Lot 10	Karen Sullivan / Shelley Wachsman	Shelley Wa	16 DEC 23
8.					
9.	1700 Brazoswood Dr.	Glenhaven Estates, Phase 8 Block 18, Lot 6	Paul Straight	Paul A	19 DEC 23
10.					
11.					
12.	1701 Brazoswood Dr.	Glenhavens Estates, Phase 8 Block 18, Lot 5	LaVerne Hawkins + James Hawkins	LaVerne Hawkins	19 Dec 23
13.					
14.					
15.	1706 Brazoswood Dr.	Glenhaven Estates, Phase 8 Block 18, Lot 9	Landsberg, Joe & Suil Kang		23/Dec/23
16.					
17.					
18.					

RECEIVED
FEB 13 2024

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in (insert subdivision name). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: 12/13/23

FULL LEGAL SUBDIVISION NAME: GLENHAVEN ESTATES, PH 8, BLOCK 18

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1702 Brazoswood Dr.	Glenhaven Estates, PH8, Block 18, Lot 7	Khalil Ibrahim + Mariam M. Yousef		04JAN2024
2.					
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May 13, 2024
Item No. 9.3.
Rezoning - Mayo Tract

Sponsor: Gabriel Schrum

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural to T Townhouse for approximately 16 acres generally located at 3700 Rock Prairie Road West.

Relationship to Strategic Goals:
Diverse and Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their April 18th, 2024 meeting and voted unanimously to recommend approval.

Staff recommends approval.

Summary: This request is to rezone approximately 16 acres of land generally located at 3700 Rock Prairie Rd W from R Rural to T Townhouse. The subject property is currently vacant and it is the applicant's intent to develop this as a townhome subdivision. The current zoning district of R Rural does not allow for the townhome use and density that the applicant is seeking. The proposed T Townhouse zoning district allows that use by right.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject properties are designated on the Comprehensive Plan Future Land Use & Character Map as Mixed Residential. For the Mixed Residential land use, the Comprehensive Plan provides the following:

> Areas appropriate for a mix of moderate density residential development including, townhomes, duplexes, small multifamily buildings (3-12 unit), and limited small-lot single family. These areas are appropriate for residential infill and redevelopment that allows original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.
>
> The intent of the Mixed Residential land use is to create a walkable pattern of small lots, small blocks, and well-connected street pattern while accommodating streetscape features such as sidewalks, street trees, and lighting. The development should encourage community facilities, parks, and greenways within neighborhoods. It will further support neighborhoods with a mix of housing types, and where larger or more dense housing is located near community facilities or adjacent to commercial or neighborhood centers.
>
> The zoning districts that are generally appropriate within this land use include: Duplex, townhouse, middle housing, and limited-scale single-family.

The Comprehensive Plan discusses residential infill and redevelopment in both Chapter 3, Strong Neighborhoods and Chapter 8, Managed Growth. The plan states, “infill development offers the opportunity to mediate and enhance the identity of neighborhoods.” The plan goes on to mention that infill and redevelopment can create more viable and vibrant places throughout the city. Residential infill, especially in areas of the city designated for redevelopment, improves the efficiency of land use while enhancing the character of surrounding neighborhoods.

The proposed T Townhouse zoning district allows for townhouse developments which is in line with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is adjacent to the townhome properties to the north and east, a large single family tract to the south along Rock Prairie Road W, bordered by the future extension of Towers Pkwy and a manufactured home park located to the west in the ETJ. This development will extend and connect Towers Pkwy, and also include the extension of Ryans Landing into the property. Adjacent properties are zoned MH Middle Housing with a HOO High Occupancy Overlay to the east, the ETJ to the west, PDD Planned Development District to the north and R Rural to the south.

The uses allowed within the proposed zoning district are appropriate in the context of the surrounding area as they would allow for the continuation of a variety of residential developments near the intersection of Holleman S Dr and Rock Prairie W.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for developments allowed within the proposed zoning district. The site has adequate space to meet the minimal lot dimensional standards for the zoning district.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure surrounding the site is adequate to support the needs of this zoning change. Site-specific improvements necessary to support the development such as sanitary sewer connections, drainage, and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

The subject property borders Towers Pkwy Dr with the extension being included in the future development. The change in proposed use is expected to generate an increase of less than 150 trips in any peak hour; therefore, a TIA was not required.

5. The marketability of the property:

The uses allowed by the proposed zoning district are generally marketable for the area.

Budget & Financial Summary: N/A

Attachments:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 16 ACRES GENERALLY LOCATED AT 3700 ROCK PRAIRIE ROAD WEST, AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 13th day of May, 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to T Townhouse:

FIELD NOTES DESCRIPTION
OF A
16.00 ACRE TRACT
CRAWFORD BURNETT LEAGUE SURVEY, ABSTRACT 7
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 16.00 ACRES IN THE CRAWFORD BURNETT LEAGUE SURVEY, ABSTRACT 7, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 23.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HENRY P. MAYO AND SANDRA K. MAYO RECORDED IN VOLUME 1253, PAGE 878 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID 16.00 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the northwest line of Rock Prairie Road West (formerly Gandy Road; 100' wide right-of-way, 352/555 of the Deed Records of Brazos County, Texas, DRBCT), for the south corner of a called 2.00 acre tract of land described in a deed to Henry P. Mayo and Sandra K. Mayo in Volume 1253, Page 878 (ORBCT) and being the southeast corner of said 23.00 acres;

THENCE, with the common line of said 2.00 acres and said 23.00 acres for the following two (2) courses and distances:

1) **N 47° 44' 51" W,** for a distance of **417.06 feet** to a point for corner being the west corner of said 2.00 acres and an interior ell corner of said 23.00 acres;
2) **N 42° 16' 12" E,** for a distance of **209.41 feet** to a point for corner on the southwest line of Towers Parkway (67' wide right-of-way, 12464/180 of the Official Public Records of Brazos County, Texas, OPRBCT) also being the southwest line of 12 At Rock Prairie Subdivision, Phase 1, filed in Volume 12464, Page 180 (OPRBCT), for the north corner of said 2.00 acres and an easterly corner of said 23.00 acres, from which a 1/2 inch iron rod found bears, S 42° 16' 12" W, a distance of 0.71 feet;

THENCE, with the common line of said 23.00 acres and said 12 At Rock Prairie Subdivision, Phase 1, **N 47° 44' 51" W,** for a distance of **239.77 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the **POINT OF BEGINNING** hereof;

THENCE, through said 23.00 acres for the following two (2) courses and distances:

1) **S 24° 45' 10" W,** for a distance of **378.53 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
2) **S 42° 15' 09" W,** for a distance of **325.44 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set on the common line of said 23.00 acres and the remainder of a called 58.52 acre tract of land described in a deed to Oak Creek, LLP, recorded in Volume 4030, Page 98 (OPRBCT), for the south corner hereof;

THENCE, with the common line of said 23.00 acres and said remainder of 58.52 acres, **N 47° 44' 51" W,** for a distance of **1,039.89 feet** to a 1/2 inch iron rod found bent on the southeast line of Pershing Pointe Villas Subdivision, Phase 2C, filed in Volume 17728, Page 271 (OPRBCT), for the north corner of said remainder of 58.52 acres and being the west corner of said 23.00 acres and the west corner hereof, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears S 41° 21' 35" W, a distance of 878.97 feet;

THENCE, with the common lines of said 23.00 acres, said Pershing Pointe Villas Subdivision and The Barracks II Subdivision, Phase 2D2, filed in Volume 13041, Page 149 (OPRBCT), **N 41° 21' 35" E**, for a distance of **686.54 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set on the southeast line of said Barracks II Subdivision, for the west corner of 12 At Rock Prairie Subdivision, Phase 2, filed in Volume 13156, Page 277 (OPRBCT) and being the north corner of said 23.00 acres and the north corner hereof;

THENCE, with the common line of said 23.00 acres, said 12 At Rock Prairie Subdivision, Phase 2, 12 At Rock Prairie Subdivision, Phase 3, filed in Volume 13176, Page 209 (OPRBCT) and said 12 At Rock Prairie Subdivision, Phase 1, **S 47° 44' 51" E**, for a distance of **936.76 feet** to the **POINT OF BEGINNING** hereof and containing **16.00 acres**, more or less.

Surveyed on the ground December 2023 under my supervision. See plat prepared January 2024 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099999 (calculated using GEOID12B). Reference drawing: 23-1213-TITLE-S.

STATE OF TEXAS
REGISTERED
MICHAEL KONETSKI
6531
PROFESSIONAL
LAND SURVEYOR

1/24/24

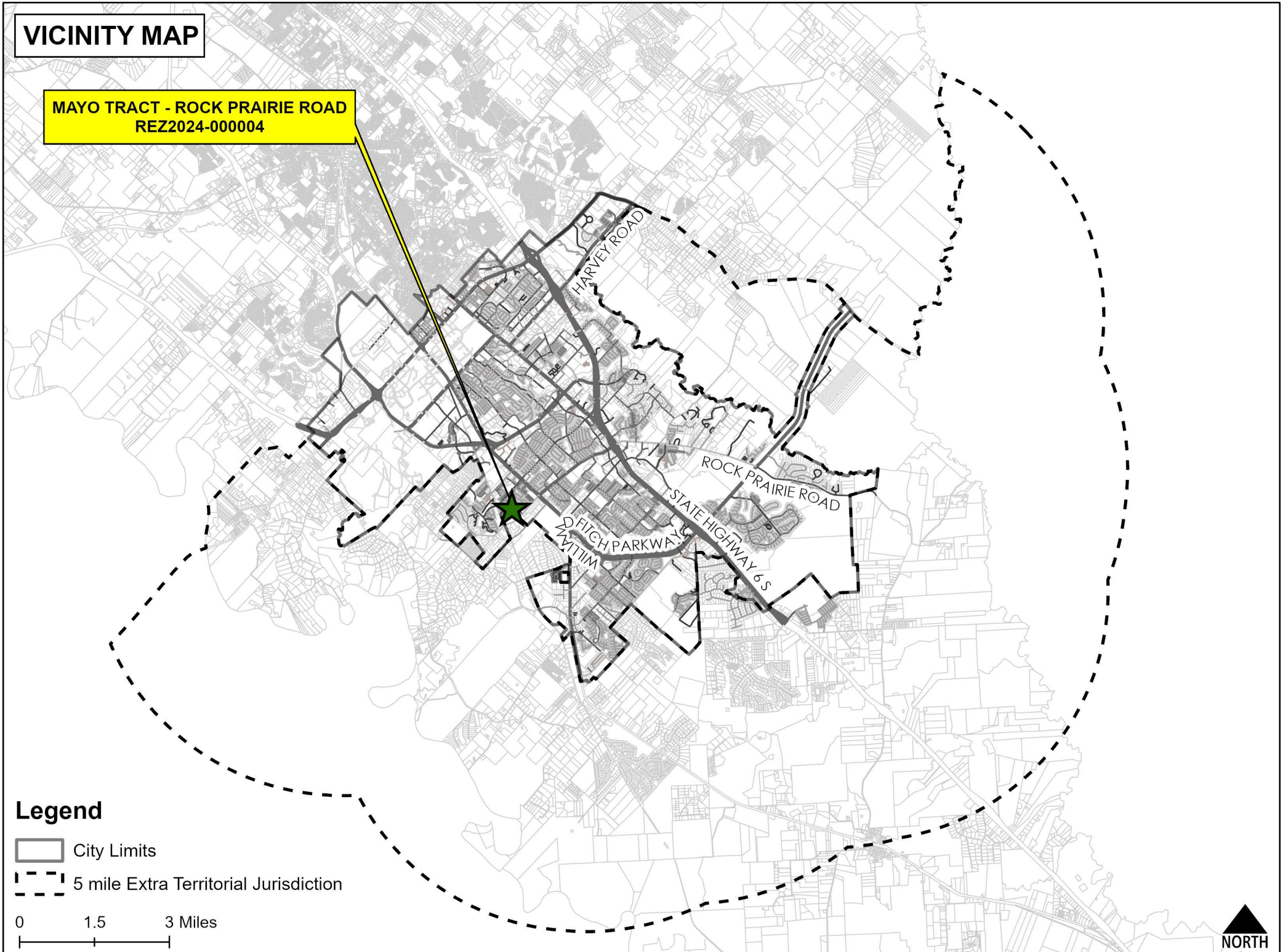
Michael Konetski
Registered Professional Land Surveyor No. 6531

KERR SURVEYING

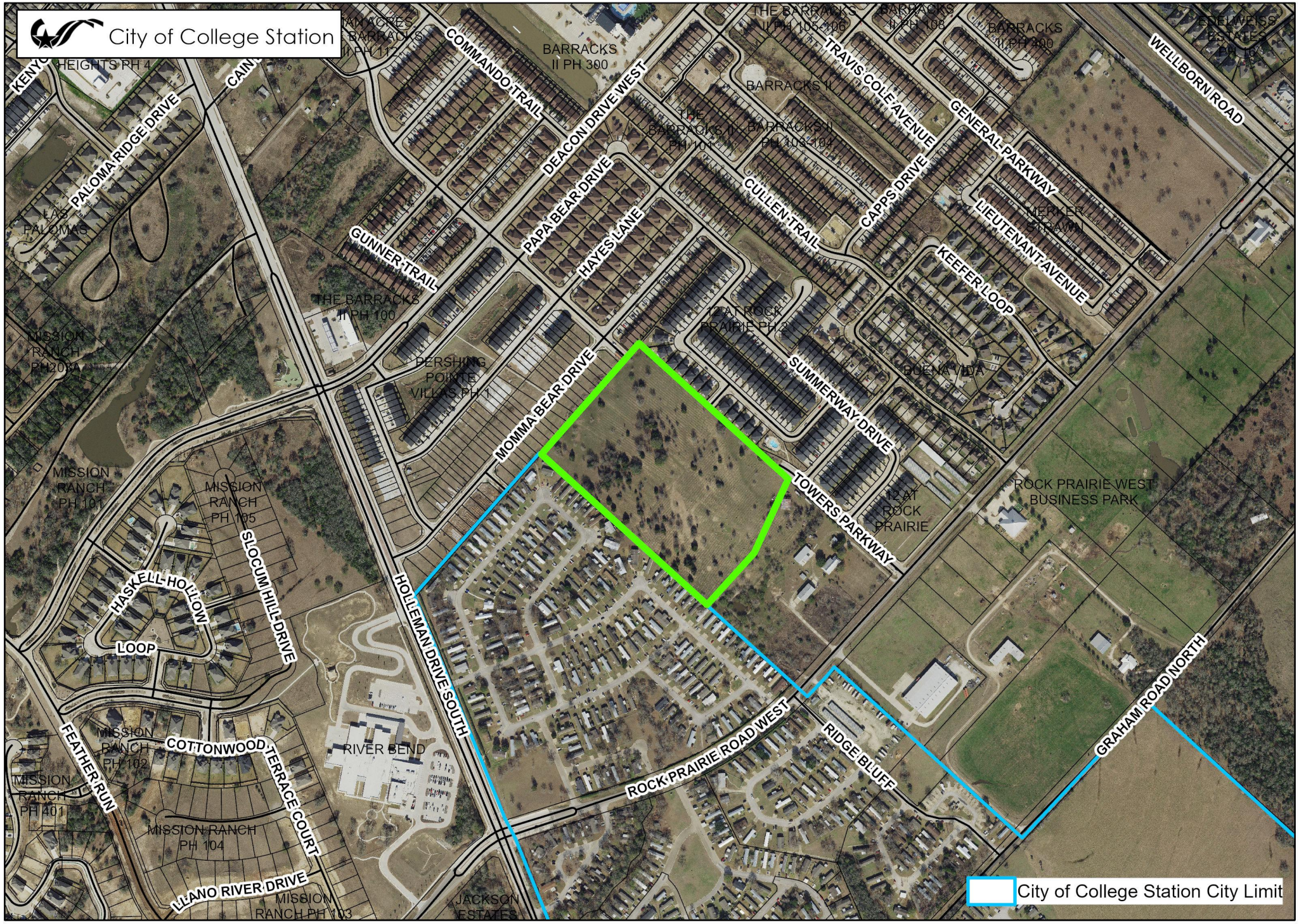
Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Exhibit B

EXISTING
Zoning
Middle Housing
Planned Development District
ALLEY
BABY BEAR DR
Planned Development District
Townhouse
ALLEY
PAPA BEAR DR
CULLEN TR
Rural
HAYES LN
MOMMA BEAR DR
High Occupancy Overlay
High Occupancy Overlay
Middle Housing
Rural
OAK CREST
Rural
OAK LEAF
OAK RUN
OAK TR
Rural
HOLLEMAN DR S
RIDGE RUN
Restricted Suburban
Rural
Planned Development District
N
PROPOSED
Zoning
Middle Housing
Planned Development District
ALLEY
BABY BEAR DR
Planned Development District
Townhouse
ALLEY
PAPA BEAR DR
CULLEN TR
Rural
HAYES LN
MOMMA BEAR DR
High Occupancy Overlay
High Occupancy Overlay
Middle Housing
HOLLEMAN DR S
Townhouse
OAK CREST
Rural
OAK LEAF
OAK RUN
OAK TR
Rural
RIDGE RUN
Restricted Suburban
Rural
Planned Development District
N



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



MAYO TRACT - ROCK PRAIRIE ROAD

Case: REZ2024-000004

REZONING

ZONING DISTRICTS (In Grayscale)

Residential

R	Rural
WE	Wellborn Estate
E	Estate
WRS	Wellborn Restricted Suburban
RS	Restricted Suburban
GS	General Suburban
D	Duplex
T	Townhome
MH	Middle Housing
MF	Multi-Family
MU	Mixed-Use
MHP	Manufactured Home Pk.

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C–U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG–1	Core Northgate
NG–2	Transitional Northgate
NG–3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
HOO	High Occupancy Ovr.
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

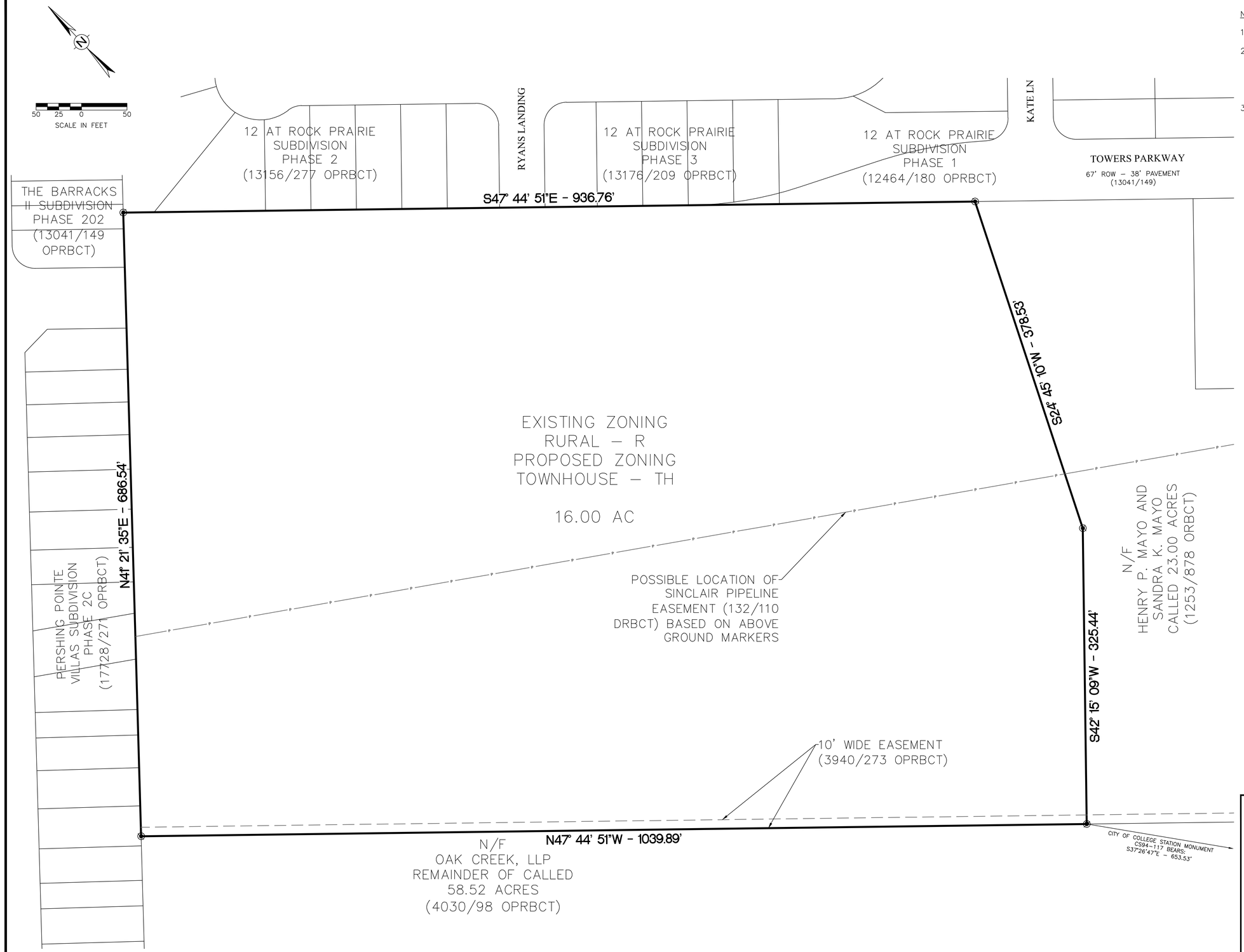
NORTH

0 387.5 775 Feet

MAYO TRACT - ROCK PRAIRIE ROAD

Case: REZ2024-000004

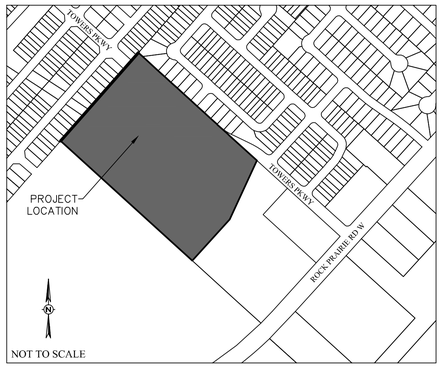
REZONING



NOTES:

1. THE PROPOSED ZONING FOR THIS PROPERTY WILL BE TOWNHOUSE – TH.
2. THIS TRACT DOES NOT LIE WITHIN FLOOD ZONE 'X' UNSHADED AND DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0305F, REVISED DATE: 04–02–2014.
3. STORM WATER DETENTION REQUIREMENTS WILL BE ADDRESSED AT SITE PLANNING.

VICINITY MAP



ZONING MAP

16.00 ACRES

EXISTING ZONING - RURAL, R

PROPOSED ZONING - TOWNHOUSE, TH

CRAWFORD BURNETT LEAGUE SURVEY, A-7

COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: AS SHOWN

MARCH, 2024

DEVELOPER:
DWS DEVELOPMENT, INC.
1289 NORTH HARVEY
MITCHELL PKWY
BRYAN, TX, 77803

OWNER:
HENRY P & SANDRA K MAYO
PO BOX 9169
COLLEGE STATION, TX 77842

SURVEYOR:
Michael Konetski, RPLS No. 6531
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195
TBPELS FIRM # 10018500
KERR JOB # 23-1213

ENGINEER:
Schultz Engineering, LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: April 18, 2024
Advertised Council Hearing Date: May 9, 2024

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

12 at Rock Prairie HOA and Williamsgate HOA

Property owner notices mailed: 75

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Mixed Residential	PDD Planned Development District	Single-family detached, Townhomes
South	Mixed Residential	R- Rural	Vacant
East	Mixed Residential	MH- Middle Housing with HOO	Single-family detached, Townhomes
West	Mixed Residential	N/A - ETJ	Mobile/Manufactured Home

DEVELOPMENT HISTORY

Annexed: April 2018
Zoning: R- Rural (upon annexation 2018)
Final Plat: Un-platted
Site Development: Single-family detached, Vacant

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: MAYO TRACT - ROCK PRAIRIE ROAD (REZ2024-000004)

Address: 3370 ROCK PRAIRIE RD W

Legal Description: A000701, CRAWFORD BURNETT (ICL), TRACT 183.1, 25.0 ACRES

Total Acreage: 16

Applicant:: SCHULTZ ENGINEERING

Property Owner: MAYO HENRY P & SANDRA K

List the changed or changing conditions in the area or in the City which make this zone change necessary.

Demand for housing in the area

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The townhome zoning is in accordance with the united residential land use.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current zoning would only allow 5 single family lots. That usage is not appropriate for this location due to the mobile home park and higher density developments adjacent to the property.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The property is suitable because the infrastructure in the adjacent development was designed to support the development of the property.

Explain the suitability of the property for uses permitted by the current zoning district.

The property is suitable because the infrastructure in the adjacent development was designed to support the development of the property.

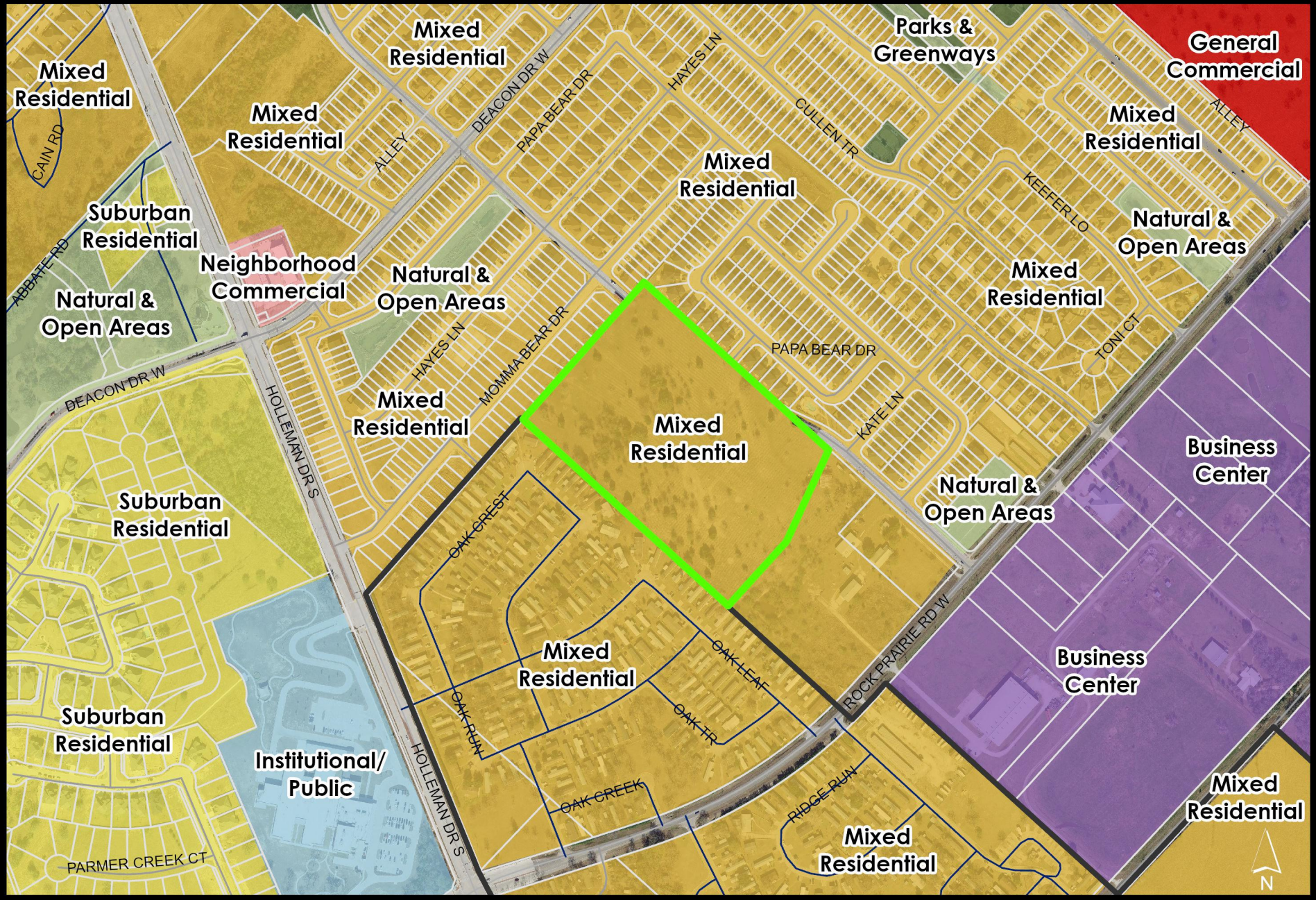
Explain the marketability of the property for uses permitted by the current zoning district.

The property is not marketable with the current zones.

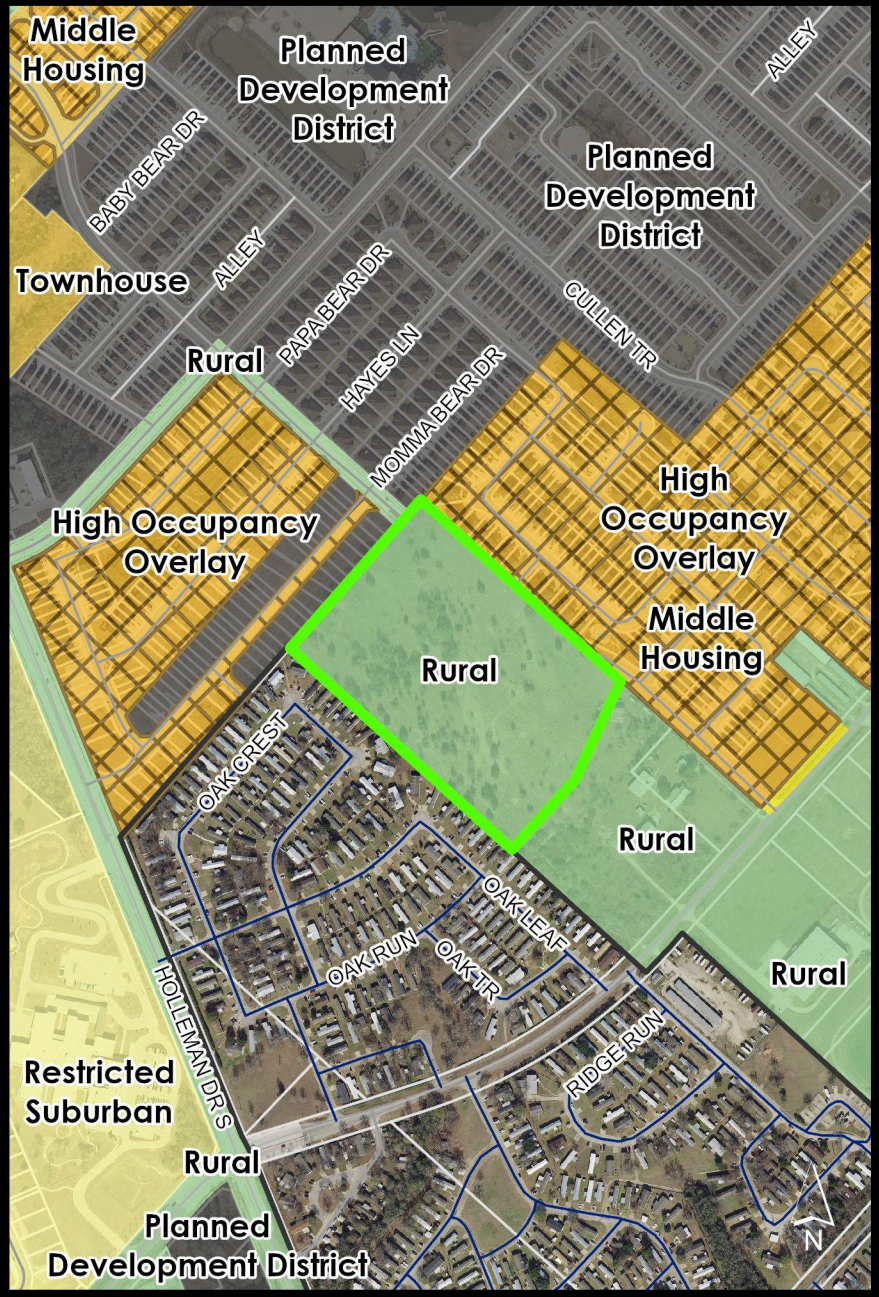
List any other reasons to support this zone change.

The development of this property will complete Towers Parkway from Rock Prairie Road to Cain Road.

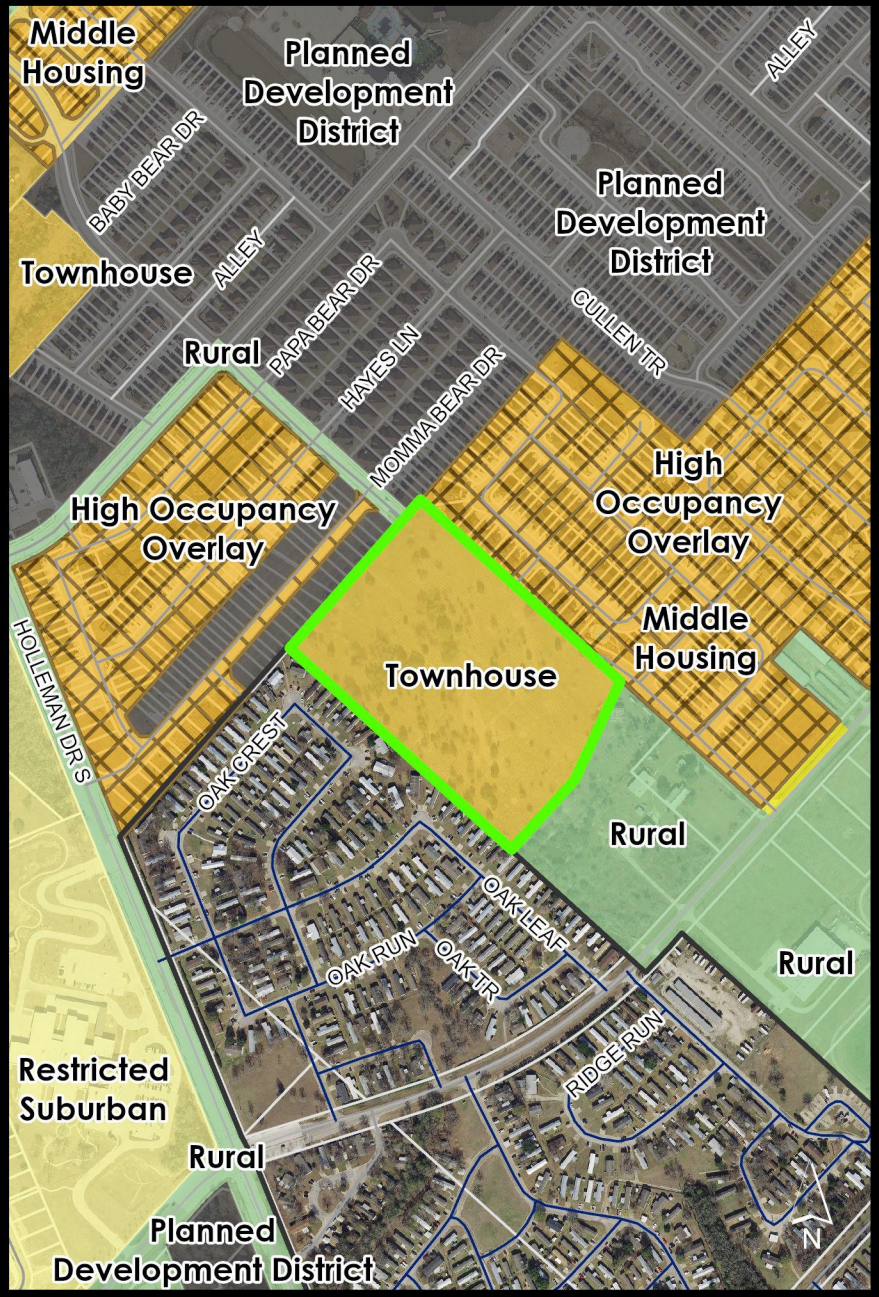
EXISTING
Future Land Use



EXISTING
Zoning



PROPOSED
Zoning



May 13, 2024
Item No. 9.4.
Oversized Participation Agreement with Aspire A&M II, LLC and Richmond Builders, Inc.

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an Oversized Participation Agreement between the City of College Station and Aspire A&M II, LLC and Richmond Builders, Inc. for an amount not to exceed $348,147 for the construction of a sewer line down First Street between Maple Avenue and Patricia Street.

Relationship to Strategic Goals:
Good Governance
Financially Sustainable City
Core Services and Infrastructure
Diverse Growing Economy

Recommendation(s): Staff recommends approval of the Oversized Participation Agreement.

Summary: The Developer, Aspire A&M II, LLC, is constructing a large mixed-use highrise development in the City's Northgate District. As part of the project, the Developer needed to upsize approximately 703 linear feet of sanitary sewer line in order to serve the development. This presented an opportunity for the City to partner with the Developer in further upsizing the capacity of this 703 linear feet sewer line, and provide an additional 550 linear feet of sanitary sewer upsizing. Upsizing the line in the present will allow the City to better prepare for additional development pressures and projects in the Northgate area. Additionally, this will heavily reduce the impact on future City services by continued shutdown of City streets for future construction related activities.

Budget & Financial Summary:

Attachments:
1. Oversized Participation Agreement Aspire COCS

CITY OF COLLEGE STATION
OVERSIZED PARTICIPATION AGREEMENT
FOR CONSTRUCTING, RECONSTRUCTING, OR OVERSIZING
PUBLIC INFRASTRUCTURE

This Agreement is entered into by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (hereinafter "City"), Aspire A&M II, LLC, a Delaware (check one) ___ corporation__ partnership__ sole proprietorship_X_ limited liability company, whose principle office is located at 3411 Richmond Avenue, Suite 500, Houston, TX 77046 (hereinafter "Developer") and, RICHMOND BUILDERS, INC., a Texas (check one)_X_corporation partnership__ sole proprietorship__ limited liability company, whose principle office is located at 3411 Richmond Avenue, Suite 500, Houston, TX 77046 (hereinafter "Contractor"), whereas the City, Developer, and Contractor are hereinafter collectively referred to as the "Parties".

WHEREAS, Developer is developing property within the City of College Station city limits, more particularly described as 100 Church Avenue, College Station, Brazos County, Texas (hereinafter "Property") a description of which is attached hereto as **Exhibit "A"**; and

WHEREAS, Developer is required to construct, reconstruct, or oversize certain public infrastructure, such as roadways, utilities, sidewalks, drainage facilities, water and sewer facilities, that relate to Developer's proposed development of the Property; and

WHEREAS, Developer has engaged Contractor to perform portions of the above-described work; and

WHEREAS, City is required or desirous of assuming some financial responsibility for construction, reconstruction, or oversizing of certain public infrastructure affecting Developer's development; and

WHEREAS, the City and Developer will receive benefits from participation in the construction, reconstruction, or oversizing of certain public infrastructure as set forth in this Agreement; and

WHEREAS, because of this and in order to comply with City's overall development plan, both Developer and City agree that it is in the best interests of the public for the Parties to construct, reconstruct, or oversize certain identified public infrastructure; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis, including that provided by Developer's engineers, and determined that certain such public infrastructure qualifies for City-Developer participation; and

WHEREAS, the Parties agree as to the nature and proportion of participation as further recited herein and as may be required by applicable law including Chapter 212, Subchapter C, Developer Participation in Contract for Public Improvement and Chapter 252, Purchasing and Contracting Authority of Municipalities of the Texas Local Government Code; and

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been submitted to, reviewed and approved by the City of College Station relating to the Project.

1.2 City or College Station means the City of College Station, a Texas Home Rule Municipal Corporation located at 1101 Texas Avenue, College Station, Texas 77840, with a mailing address of P.O. Box 9960, College Station, Texas 77842.

1.3 Contractor means the contractor entity described in the caption of this Agreement.

1.4 Developer means the developer entity described in the caption of this Agreement.

1.5 Effective Date. The date on which this Agreement is duly approved by both Parties.

1.6 Final Completion – Oversizing Participation Sewer Work means that all the work on the Oversizing Participation Sewer Work has been completed, a written guarantee of performance for a one-year maintenance period has been provided for the Oversizing Participation Sewer Work, all final punch list items have been inspected and satisfactorily completed for the Oversizing Participation Sewer Work, all payments to material men and subcontractors have been certified as completed for the Oversizing Participation Sewer Work, all documentation, and all closeout documents have been executed and approved by the Developer as required for the Oversizing Participation Sewer Work, all Letters of Completion and other City documentation have been issued for the Oversizing Participation Sewer Work, all reports have been submitted and reporting requirements have been met for the Oversizing Participation Sewer Work, and Developer has fully performed or caused to be fully performed, all other requirements contained herein for the Oversizing Participation Sewer Work. The Final Completion of the Oversizing Participation Sewer Work will occur prior to completion of the ROW Site Improvement Work, and Developer may provide a separate Letter of Completion for the Oversizing Participation Sewer Work and a separate Letter of Completion for the ROW Site Improvement Work.

1.7 Final Completion – ROW Site Improvement Work means that all the work on the ROW Site Improvement Work has been completed, a written guarantee of performance for a one-year maintenance period has been provided for the ROW Site Improvement Work, all final punch list items have been inspected and satisfactorily completed for the ROW Site Improvement Work, all

payments to material men and subcontractors have been certified as completed for the ROW Site Improvement Work, all documentation, and all closeout documents have been executed and approved by the Developer as required for the ROW Site Improvement Work, all Letters of Completion and other City documentation have been issued for the ROW Site Improvement Work, all reports have been submitted and reporting requirements have been met for the ROW Site Improvement Work, and Developer has fully performed or caused to be fully performed, all other requirements contained herein for the ROW Site Improvement Work. The Final Completion of the ROW Site Improvement Work will occur prior to City issuance of the certificate of occupancy for the building(s) at the Property associated with the Project.

1.8 Letter of Completion. A letter or letters issued by the City Engineer stating that the construction of public improvements conforms to the plans, specifications and standards contained in or referred to in the Unified Development Ordinance of the City of College Station and the Approved Plans.

1.9 Oversizing Participation Costs means the difference between the Project Costs of the necessary public infrastructure with oversizing and the Project Costs of the necessary public infrastructure without oversizing, as contained in the Developer's engineer's detailed cost estimate prepared and sealed by a licensed professional engineer. Note: All levels of funding, including, but not limited to, Oversizing Costs,[1] Participation Costs,[2] and Project Costs and estimates shall be reviewed and approved by the City Engineer.

1.10 Oversizing Participation Sewer Work has the meaning ascribed to it in the definition of Project.

1.11 Property means that certain tract or tracts of land located at 100 Church Avenue, College Station, Brazos County, Texas and as further described in **Exhibit "A".**

1.12 Project means both the construction of the improvements installed adjacent to the Property in the public right-of-way (the "ROW Site Improvement Work") shown in **Exhibit "B"** and the off-site Oversizing Participation Sewer ("Oversizing Participation Sewer Work") as described in the Off-Site Sewer Plans in **Exhibit "C"**, and includes the full cost of materials and labor for construction, but excludes City-paid oversizing costs and costs of surveys, easements, and engineering and inspection services. Note: All levels of funding, including, but not limited to, Oversizing Costs, Participation Costs, and Project Costs and estimates shall be reviewed and approved by the City Engineer.

1.13 Project Costs means the full cost of materials and labor for construction of the Project, but excluding City paid oversizing costs and City paid costs of surveys, easements, and engineering and inspection services. Note: All levels of funding, including, but not limited to, Oversizing Costs, Participation Costs, and Project Costs and estimates shall be reviewed and approved by the City Engineer.

1.14 ROW Site Improvement Work has the meaning ascribed to it in the definition of Project.

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[1] Not defined.

[2] Not defined.

ARTICLE II
CITY COST PARTICIPATION

2.1 Agree to Participate. The total estimated cost of the Project is $1,160,490. City agrees to cost participate in the Project in an amount not to exceed 30% of the Project Costs as determined by the City Engineer or $348,147, whichever is less; provided, however, City shall remain responsible for 30% of any increased costs set forth in Project change orders approved by the City. City represents and agrees that it possesses sufficient funds to satisfy its participation obligations set forth herein.

2.2 Competitive Bidding. If the Project is located within the extraterritorial jurisdiction of the City, then the Project must be competitively bid pursuant to Chapter 252 of the Texas Local Government Code, as amended. If competitive bidding is required:

a. Developer shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project, and

b. City will be responsible for placing the advertisements, obtaining bids, negotiating proposals, and awarding bids.

2.3 Cost of Project. Developer's engineer's sealed detailed cost estimate of the Project is attached hereto and incorporated herein as **Exhibit "D".**

2.4 Application for Payment. Application for payment by the Developer to the City for payment to the Developer for the Oversizing Participation Work pursuant to the terms of this Agreement must include the following in a form acceptable to City:

a. Certification by Developer of Final Completion of the Project in accordance with the Approved Plans;

b. Copies of all Letters of Completion relating to the Oversizing Participation Sewer Project;

c. Certification by Developer of Developer's compliance with all City Codes, Ordinances and standards relating to the Oversizing Participation Work;

d. [not applicable – intentionally omitted];

e. [not applicable – intentionally omitted];

f. Lien releases or subordinations from all lenders, if any, as required by City, and

g. A breakdown of actual costs of the Oversizing Participation Work with supporting documentation, including all payment receipts and a breakdown of City's portion of Project Costs, as appropriate.

2.5 City Participation Payment. Developer shall submit the written application for City

participation payment within sixty (60) days after issuance of all Letters of Completion relating to the Oversizing Participation Work or Developer shall be ineligible to receive the City participation payment as specified in this Agreement and City's obligation to cost participate shall terminate without any liability. Subject to written approval by the City Manager, which shall not be unreasonably withheld, conditioned, or delayed, the Developer's sixty (60) day submittal deadline may be extended up to one-hundred twenty (120) days to account for extenuating circumstances related to the Oversizing Participation Work. Applications may not be submitted prior to the issuance of all Letters of Completion. City will pay its participation funds in one payment within forty-five (45) days after receipt of a complete written application for participation payment from Developer.

2.6 No Waiver of Impact Fees. By entering into this Agreement, the City does not waive nor exempt Developer from Impact Fees or other City fees.

2.7 Representations to Third Parties. Developer and Contractor do not make any representations that may be relied upon by any third parties as to the anticipated timing of completion of the Project.

2.8 Reports, books and other records. Developer shall make its books and other records related to the Project reasonably available for inspection by City. Developer shall submit to City any and all information or reports reasonably requested to verify the expenditures submitted for City participation eligibility including, but not limited to bid documents, payment applications, including any supporting information, canceled checks, copies of construction and engineering documents, as determined by the City Engineer in his reasonable discretion, for the verification of the cost of the Project detailed in **Exhibits "C" and "D"** of this Agreement. The submission of these reports and information shall be the responsibility of Developer and shall be certified by Developer's Licensed Professional Engineer at Developer's expense and signed by an authorized official of the entity.

ARTICLE III
GOVERNMENTAL IMMUNITY, INDEMNIFICATION, RELEASE AND INSURANCE

3.1 BY ENTERING INTO THIS AGREEMENT, THE CITY DOES NOT CONSENT TO SUIT; WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES UNDER THE TEXAS TORT CLAIMS ACT.

3.2 INDEMNIFICATION. DEVELOPER AND CONTRACTOR, JOINTLY AND SEVERALLY, AGREE TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY AND ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES (THE "CITY PARTIES") 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, EXPERT FEES AND REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, OR FOR BREACH OF CONTRACT, ARISING OUT OF OR IN CONNECTION WITH THE PROJECT OR WORK PERFORMED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH INJURIES, DEATH, DAMAGES OR BREACH ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE DEVELOPER, THE CONTRACTOR, OR ANY THIRD PARTY. THE FOREGOING INDEMNIFICATION SHALL NOT APPLY TO THE EXTENT SUCH INJURIES, DEATH, DAMAGES, OR BREACH ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY PARTIES.

3.3 RELEASE. DEVELOPER AND CONTRACTOR, JOINTLY AND SEVERALLY, ASSUME FULL RESPONSIBILITY FOR THE PROJECT OR WORK TO BE PERFORMED HEREUNDER, AND RELEASE, RELINQUISH AND DISCHARGE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES, FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREFORE, FOR ANY INJURY TO OR DEATH OF ANY PERSONS 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, DEVELOPER'S OR CONTRACTOR'S PROJECT OR WORK TO BE PERFORMED HEREUNDER. THIS RELEASE SHALL APPLY WHETHER OR NOT SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER OR NOT SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION WERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CITY, ANY OTHER PARTY RELEASED HEREUNDER, DEVELOPER, CONTRACTOR, OR ANY THIRD PARTY.

3.4 Insurance. The Developer and Contractor 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 Developer or its contractors, subcontractors, agents, representatives, volunteers, or employees, and by Contractor or its subcontractors, agents, representatives, volunteers, or employees. Said insurance shall list College Station, its officers, agents, employees, and volunteers as Additional

Insureds. See **Exhibit "E"** 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 "F".**

3.5 Survival. All provisions of this Article III, including, but not limited to, governmental immunity, indemnity, release, and insurance, survive termination or expiration of this Agreement.

ARTICLE IV
PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. City may inspect the Project for compliance with the Approved Plans during construction. In the event that it is determined by City, in its sole and reasonable discretion, that any of the work or materials furnished is not in substantial compliance with the Approved Plans (which shall, for the avoidance of doubt require no material deviation therefrom or unapproved substitution of materials), City may withhold funds until the nonconforming work conforms to the Approved Plans or, following notice and opportunity to cure as set forth in Section 6.7, terminate this Agreement at City's election without any further liability.

4.2 Independent Contractor. Developer and Contractor shall be solely responsible for ensuring the selecting, supervising, and paying of its contractors and subcontractors and for complying with all applicable laws, including, but not limited to all requirements concerning workers compensation and construction retainage with respect to the Project. The Parties agree all employees, volunteers, personnel and materials furnished or used by Developer and its contractors and subcontractors, or Contractor and its subcontractors, in the Project will be the responsibility of Developer and Contractor and understand Developer and Contractor will not be deemed employees or agents of City for any purpose. Nothing in this Agreement will establish a joint venture between the Developer, Contractor, and the City.

4.3 Payment for materials and labor. Developer and Contractor shall be solely and exclusively responsible for compensating any of its contractors, subcontractors, employees, material men or suppliers of any type or nature whatsoever and ensuring that no claims or liens of any type will be filed against any property owned by City arising out of or incidental to the performance of Developer or Contractor pursuant to this Agreement. In the event a statutory lien notice is sent to City, Developer shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold City harmless from any losses that may result from the filing or enforcement of any said lien notice.

4.4 Affidavit of bills paid. Prior to the issuance of a Letter of Completion of the Oversizing Participation Work, Developer shall provide City a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, material men, and subcontractors have been released, and that there are no claims pending of which Developer has been notified. Such affidavit shall be in a form as substantially set forth in **Exhibit "G"** which is attached hereto and incorporated by reference.

4.5 Requirements of Applicable rules remain. This Agreement does not alter, amend modify or replace any other requirements applicable to the Project that are contained in the Code of Ordinances of the City of College Station, Texas, Unified Development Ordinance of the City of College Station, or other applicable law.

4.6 Warranty: Upon issuance of a certificate of Final Completion for the Oversizing Participation Work, Developer will ensure that the Developer's Contractor's warranty for the Oversizing Participation Work (the "Oversizing Warranty")will pass through to the City and upon issuance of a certificate of Final Completion for the ROW Improvement Work, Developer will ensure that the Developer's Contractor's warranty for the ROW Improvement Work (the "ROW Improvement Warranty") will pass through to the City. Each warranty will warrant for a period of one (l) year (or longer as provided in Part d., below) (such period being referred to as the "Warranty Period") as follows:

a. **That, through the Developer's Contractor's pass through warranty, all materials provided to the City under this Agreement shall be new unless otherwise approved in advance, in writing, by the City Engineer and that all work will be of good quality, free from material faults and defects (as determined by City in its sole and reasonable discretion), and in conformance with this Agreement and recognized industry standards.**

b. All work not materially conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective, and shall be repaired or replaced at Developer's sole cost and expense.

c. 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 Developer.

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

ARTICLE V
GUARANTEE OF PERFORMANCE AND PAYMENT

5.1 Bonding Requirements of Developer. The Developer shall require its construction contractor(s) to provide performance bonds in accordance with the requirements of Texas Local Government Code §212.073. The performance bond shall be provided using the form attached in **Exhibit "H"** to ensure construction of the Project. For Projects exceeding fifty thousand dollars ($50,000) in total value, Developer will ensure its contractor performing the Project executes a payment bond to ensure payment to subcontractors and vendors. The Developer and the City shall be dual obligees on the performance bond if issued on behalf of Developer's construction contractor(s). Bonds shall be on a City-approved form, be executed by a corporate surety according to Chapter 2253 of the Texas Government Code, and be for the full cost of Developer's construction contract to which the Project relates.

a. Developer must provide the City a copy of the contractor's payment and performance bond before work commences on the Project.

5.2 Bonding Requirements of City. If the Project is located within the extraterritorial jurisdiction of the City, the City will ensure that the prime contractor of the Project executes to the City a performance bond and a payment bond as required by Chapter 2253 of the Texas

Government Code.

ARTICLE VI
GENERAL PROVISIONS

6.1 Amendments. No amendment to this Agreement will be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both Parties.

6.2 Choice of Law and Venue. 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.

6.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. Specifically, the person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Developer represents that he or she is authorized to sign on behalf of Developer and agrees to provide proof of such authorization to the City upon request. The person executing this Agreement on behalf of Contractor represents that he or she is authorized to sign on behalf of Contractor and agrees to provide proof of such authorization to the City upon request.

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

6.5 Notice. Any notice sent under this Agreement, except as otherwise expressly required herein, shall be hand delivered, written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

To Developer:
Aspire A&M II, LLC

3411 Richmond Avenue, Suite 500
Houston, TX 77046

To City:
City of College Station
City Engineer
P.O. Box 9960
College Station, TX 77842

To Contractor:
RICHMOND BUILDERS, INC.

3411 Richmond Avenue, Suite 500
Houston, TX 77046

With copies to:
City Attorney and City Manager
P.O. Box 9960
College Station, TX 77842

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the party.

6.6 Term. This Agreement will terminate after expiration of the Warranty Period, subject to survival of other provisions, as indicated. The Agreement term may be extended by mutual written agreement of the Parties.

6.7 Termination. This Agreement and the performance of the Work may only be terminated due to an "Event of Default," which shall mean a material breach of any of the representations or obligations set forth herein. Upon the occurrence of an Event of Default, the non-defaulting party shall notify the defaulting party of the Event of Default and the defaulting party shall have ten (10) calendar days to cure such Event of Default. Upon the expiration of such 10-day period, the non-defaulting party may, by written notice, terminate the Agreement. Upon such termination, Developer and Contractor shall be entitled to payment of the reasonable value of Work performed prior to the effective date of termination, subject to any claim the City may have against Developer and Contractor pursuant to this Agreement or as a matter of law.

6.8 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by Developer or Contractor without the prior written approval of the City.

6.9 Default. In the event of a breach of this Agreement by Developer or Contractor, City may terminate this Agreement and exercise any and all legal remedies.

6.10 Severability. In the event any 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 the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Agreement as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Agreement or by reform by a court of competent jurisdiction.

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

6.12 Recitals. The "WHEREAS" clauses set forth above are expressly incorporated in and form part of the terms of this Agreement.

6.13 Captions. The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

6.14 Singular and Plural. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.

6.15 Ambiguity. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

6.16 Anti-Boycott Verification. As required by Chapter 2270, Government Code, Developer and Contractor hereby verifies that Developer and Contractor do not boycott Israel and will not

boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

6.17 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder.

6.18 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any manner of partnership, joint venture or similar relationship between the Parties.

6.19 Prevailing Party Recovers Attorneys' Fees. Subject to Local Government Code 271.153, the prevailing party of any dispute, as set forth herein, shall be entitled to recover reasonable and necessary attorney's fees.

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

List of Exhibits:

A. Legal Description of the Property (Final Plat of 100 Church Avenue)
B. Site Plan for 100 Church Avenue
C. Off-Site Sanitary Sewer Plans prepared by Quiddity Engineering dated December 7, 2023
D. Engineer's stamped and sealed estimate of costs and breakdown for Project and Participation Costs
E. Insurance Requirements
F. Certificates of Insurance
G. Affidavit of All Bills Paid Form
H. Performance Bond (Dual Obligee Form)
I. Payment Bond (Dual Obligee Form)

(Signature Page Immediately Follows)

IN WITNESS WHEREOF, the parties have executed this Oversized Participation Agreement as of March [___], 2024.

ASPIRE A&M II, LLC
[DEVELOPER]

BY: _____

Printed Name: John Caltagirone

Title: President

Date: 3-20-2024

RICHMOND BUILDERS, **INC.**
[CONTRACTOR]

BY: _____

Printed Name: John Caltagirone

Title: President

Date: 3-20-2024

CITY OF COLLEGE STATION

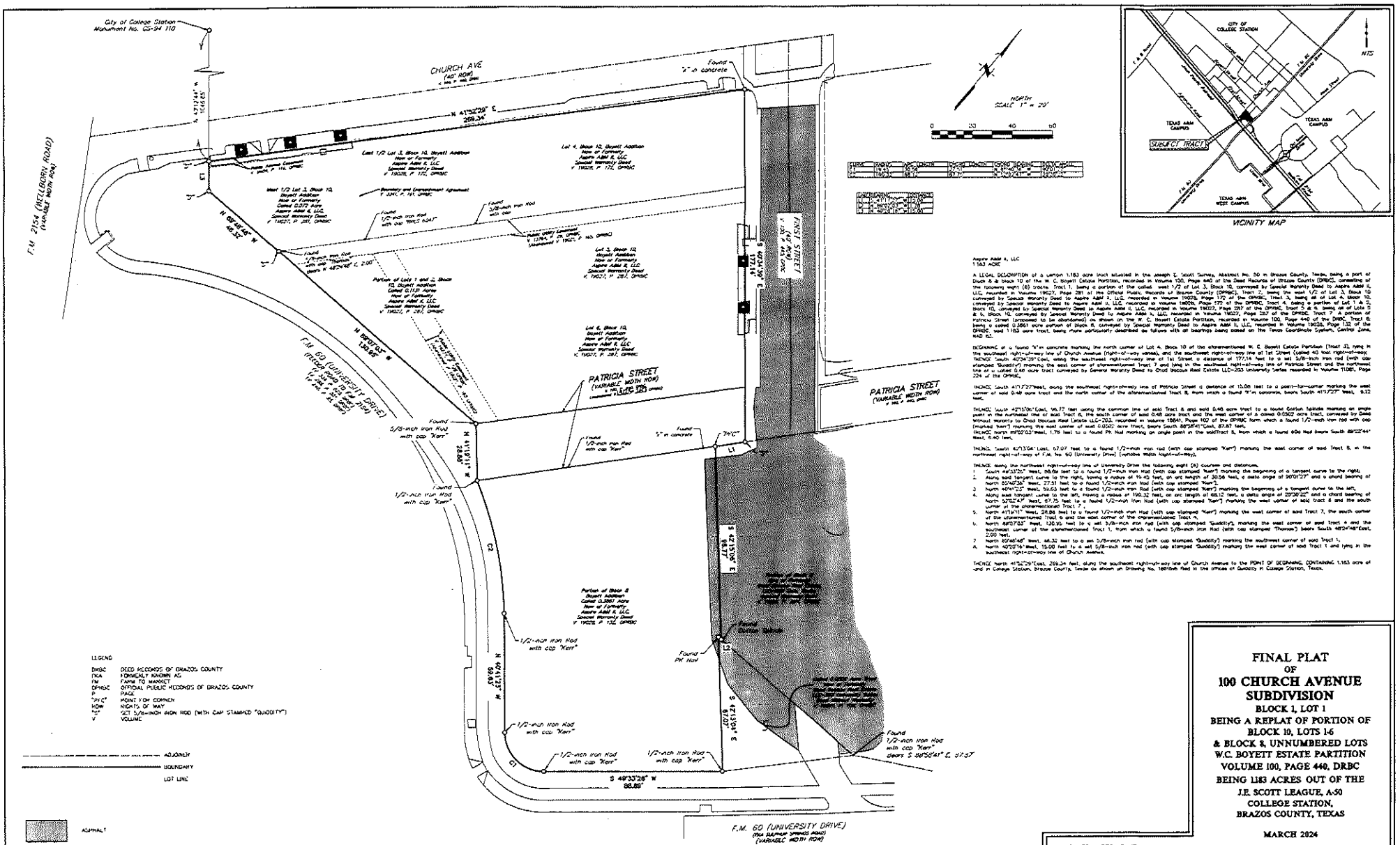
BY: _____
City Manager
Date: _____

APPROVED

_____
City Attorney
Date: 4-3-2024

_____
Assistant City Manager/CFO
Date: _____

Exhibit A
Legal Description of the Property
(Final Plat of 100 Church Avenue)



Aspire Addn II, LLC
1.183 ACRE

A LEGAL DESCRIPTION of a certain 1.183 acre tract situated in the Joseph E. Scott Survey, Abstract No. 50 in Brazos County, Texas, being a part of Block 8 & Block 10 of the W. C. Boyett Estate Partition, recorded in Volume 100, Page 440 of the Deed Records of Brazos County (DRBC), consisting of the following eight (8) tracts: Tract 1, being a portion of the called west 1/2 of Lot 3, Block 10, conveyed by Special Warranty Deed to Aspire Addn II, LLC. recorded in Volume 19627, Page 281 of the Official Public Records of Brazos County (OPRBC); Tract 2, being the west 1/2 of Lot 3, Block 10 conveyed by Special Warranty Deed to Aspire Addn II, LLC. recorded in Volume 19627, Page 172 of the OPRBC; Tract 3, being all of Lot 4, Block 10, conveyed by Special warranty Deed to Aspire Addn II, LLC. recorded in Volume 19628, Page 172 of the OPRBC; Tract 4, being a portion of Lot 1 & 2, Block 10, conveyed by Special Warranty Deed to Aspire Addn II, LLC. recorded in Volume 19627, Page 281 of the OPRBC; Tract 5 & 6, being all of Lots 5 & 6, Block 10, conveyed by Special Warranty Deed to Aspire Addn II, LLC. recorded in Volume 19627, Page 281 of the OPRBC; Tract 7, A portion of Patricia Street (proposed to be abandoned) as shown on the W. C. Boyett Estate Partition, recorded in Volume 100, Page 440 of the DRBC; Tract 8, being a called 0.3861 acre portion of Block 8, conveyed by Special Warranty Deed to Aspire Addn II, LLC. recorded in Volume 19628, Page 172 of the OPRBC. said 1.183 acre tract, being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83;

BEGINNING at a found "X" in concrete marking the north corner of Lot A, Block 10 of the aforementioned W. C. Boyett Estate Partition (Tract 3), lying in the southeast right-of-way line of Church Avenue (right-of-way varies), and the southwest right-of-way line of 1st Street (called 40 foot right-of-way;

THENCE South 40°34'39" East, along the southwest right-of-way line of 1st Street a distance of 177.14 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity") marking the east corner of aforementioned Tract 7 and lying in the southwest right-of-way line of Patricia Street and the northeast line of a called 0.46 acre tract conveyed by General Warranty Deed to Chad Bocaux Real Estate LLC-203 University Series recorded in Volume 11081, Page 224 of the OPRBC;

THENCE South 41°17'27" West, along the southeast right-of-way line of Patricia Street a distance of 15.00 feet to a point—for—corner marking the east corner of said 0.49 acre tract and the north corner of the aforementioned Tract 8, from which a found "X" in concrete, bears South 41°17'27" West, 9.32 feet;

THENCE South 41°17'06" East, 96.77 feet along the common line of said Tract 8 and said 0.46 acre tract to a found Cotton Spindle marking an angle point in the northeast line of said Tract 8, the south corner of said 0.46 acre tract and the west corner of a called 0.0582 acre tract, conveyed by Deed Without Warranty to Chad Bocaux Real Estate LLC-203. recorded in Volume 11841, Page 102 of the OPRBC from which a found 1/2—inch iron rod with cap (marked "Kerr") marking the east corner of said 0.0582 acre tract, bears South 88°38'41" East, 87.87 feet;

THENCE North 88°02'03" West, 1.78 feet to a found PK Nail marking an angle point in the southeast 8, from which a found 60d nail bears South 88°22'44" West, 0.40 feet;

THENCE South 41°13'04" East, 57.07 feet to a found 1/2—inch iron rod (with cap stamped "Kerr") marking the east corner of said Tract 8, in the northwest right—of—way of F.M. No. 60 (University Drive) (variable width right—of—way);

THENCE along the northwest right—of—way line of University Drive the following eight (8) courses and distances;

1. South 49°33'26" West, 86.86 feet to a found 1/2—inch iron Rod (with cap stamped "Kerr") marking the beginning of a tangent curve to the right;
2. Along said tangent curve to the right, having a radius of 114.40 feet, an arc length of 30.56 feet, a delta angle of 30°01'27" and a chord bearing of North 82°42'36" West, 27.51 feet to a found 1/2—inch iron Rod (with cap stamped "Kerr");
3. North 40°41'23" West, 96.63 feet to a found 1/2—inch iron Rod (with cap stamped "Kerr") marking the beginning of a tangent curve to the left;
4. Along said tangent curve to the left, having a radius of 190.32 feet, an arc length of 68.12 feet, a delta angle of 20°30'22" and a chord bearing of North 52°52'47" West, 67.75 feet to a found 1/2—inch iron Rod (with cap stamped "Kerr") marking the west corner of said tract 8 and the south corner of the aforementioned Tract 7 ;
5. North 41°19'11" West, 29.86 feet to a found 1/2—inch iron rod (with cap stamped "Kerr") marking the west corner of said Tract 7, the south corner of the aforementioned Tract 6 and the east corner of the aforementioned Tract 4;
6. North 48°07'53" West, 130.95 feet to a set 5/8—inch iron rod (with cap stamped "Quiddity"), marking the west corner of said Tract 4 and the southeast corner of the aforementioned Tract 1, from which a found 5/8—inch iron Rod (with cap stamped "Thomas") bears South 48°24'48" East, 2.00 feet;
7. North 82°46'48" West, 68.32 feet to a set 5/8—inch iron rod (with cap stamped "Quiddity") marking the southwest corner of said Tract 1;
8. North 40°03'16" West, 15.00 feet to a set 5/8—inch iron rod (with cap stamped "Quiddity") marking the west corner of said Tract 1 and lying in the southeast right—of—way line of Church Avenue;

THENCE North 41°52'29" East, 269.34 feet, along the southeast right—of—way line of Church Avenue to the POINT OF BEGINNING, CONTAINING 1.183 acre of land in College Station, Brazos County, Texas as shown on Drawing No. 18415b6 filed in the offices of Quiddity in College Station, Texas.

FINAL PLAT
OF
100 CHURCH AVENUE SUBDIVISION
BLOCK 1, LOT 1
BEING A REPLAT OF PORTION OF BLOCK 10, LOTS 1-6 & BLOCK 8, UNNUMBERED LOTS W.C. BOYETT ESTATE PARTITION VOLUME 100, PAGE 440, DRBC
BEING 1.183 ACRES OUT OF THE J.E. SCOTT LEAGUE, A-50 COLLEGE STATION, BRAZOS COUNTY, TEXAS

MARCH 2024

OWNER & DECLARANT:
Aspire Addn II, LLC
c/o UP College Station Owner, LLC
ATTN: Stephen G. Bus
360 Washington Blvd., Suite 200
Chicago, IL 60661
Phone: (312) 590-9700

SURVEYOR & ENGINEER:
QUIDDITY

SHEET 1 OF 2

ORIGINAL PLAT
VOLUME 100, PAGE 440, DRBC

CCC/sm Job No. 11800-0001 DWG. No. 18415 V6

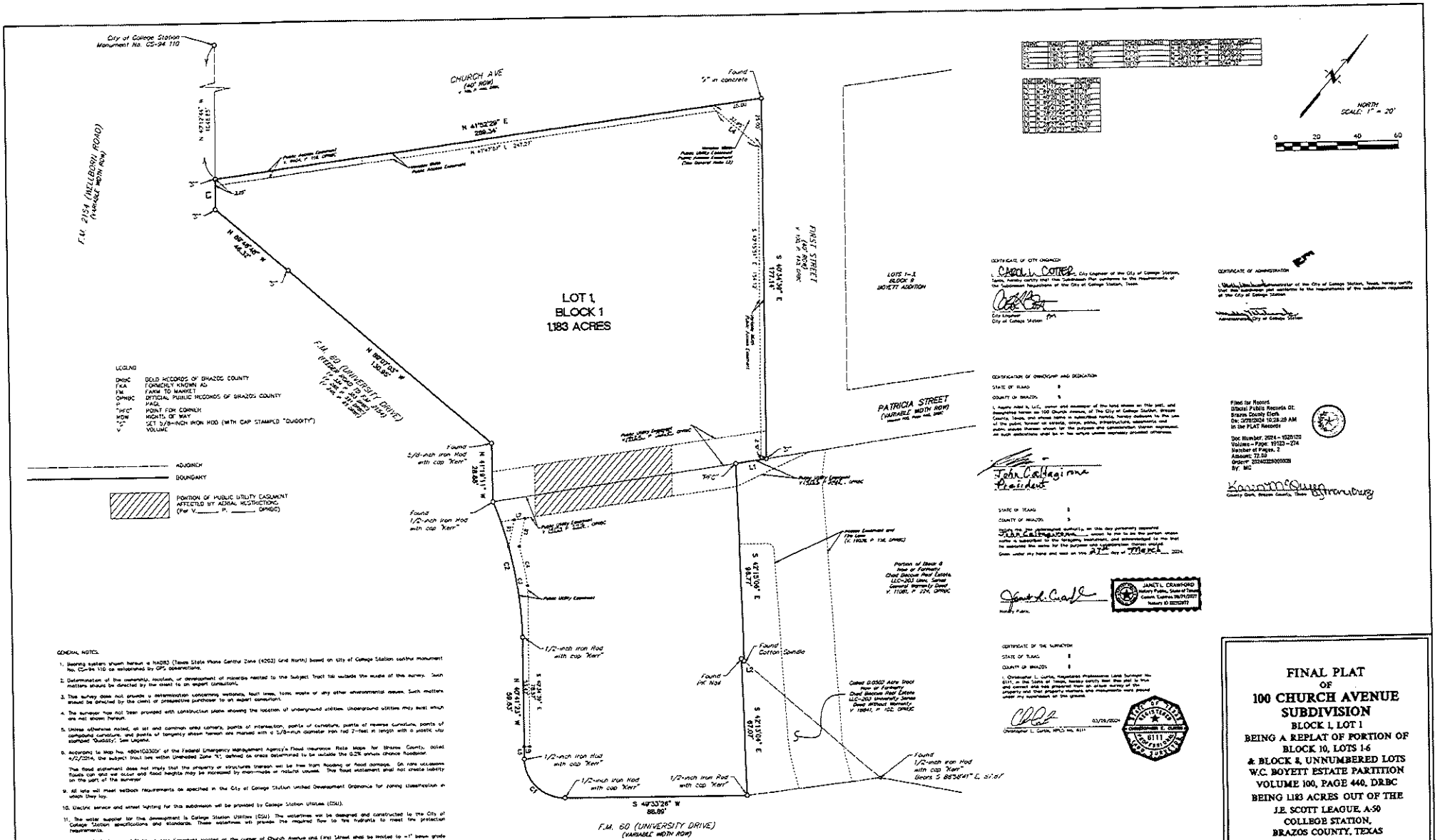
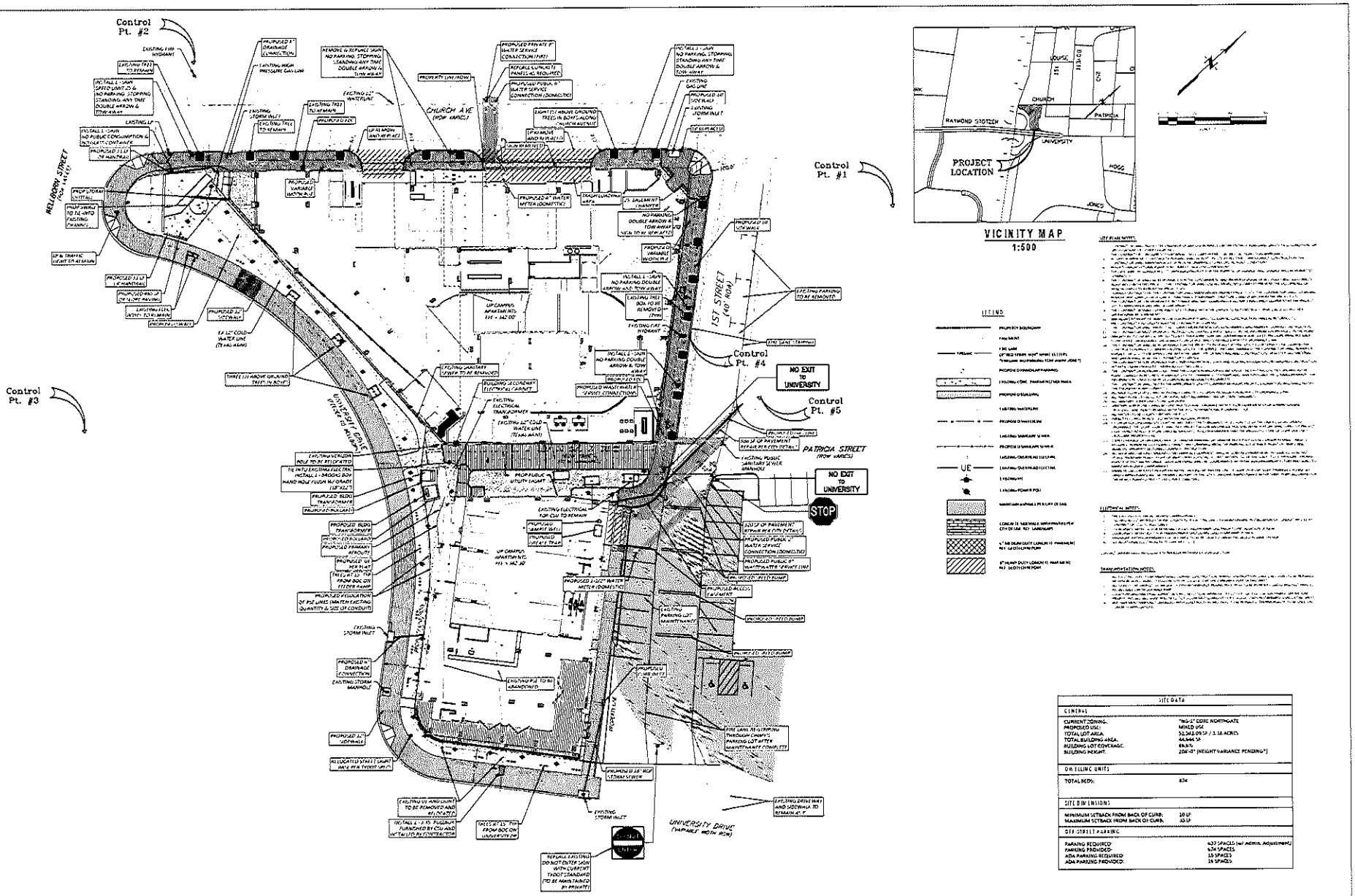

City of College Station Monument No. CS-94 110
CHURCH AVE (40' ROW)
Found 5" in concrete
N 41°52'29" E 289.34'
N 47°47'07" E 247.37'
F.M. 2154 (HELLEBORE ROAD) (VARIABLE WIDTH ROW)
N 47°12'45" W 164.83'
N 60°45'18" W 46.32'
N 89°07'43" W 130.85'
F.M. 60 (UNIVERSITY DRIVE) (VARIABLE WIDTH ROW)
LOT 1, BLOCK 1 1.183 ACRES
FIRST STREET (50' R.O.W.)
S 00°43'39" E 247.37'
LOTS 1-3 BLOCK 9 BOYETT ADDITION
PATRICIA STREET (VARIABLE WIDTH ROW)
Found 5/8-inch iron Rod with cap "Kerr"
Found 1/2-inch iron Rod with cap "Kerr"
N 00°43'39" W 258.60'
Portion of Block 9 now or Formerly Chad Bledsoe Real Estate, LLC-203 Univ. Series formerly Sewer V. 11081, P. 274, OPRBC
S 42°15'09" E 90.77'
S 42°15'09" E 87.07'
Found Cotton Spindle
Found PK Nail
Called 0.0302 Acre Tract now or Formerly Chad Bledsoe Real Estate LLC-203 University Series (Deed Without Warranty) V. 15941, P. 102, OPRBC
Found 1/2-inch iron Rod with cap "Kerr" Bears S 88°32'41" E, 0.18'
S 49°33'26" W 86.89'
F.M. 60 (UNIVERSITY DRIVE) (VARIABLE WIDTH ROW)
NORTH SCALE: 1" = 20'
0 20 40 60
LEGEND
DRBC DEED RECORDS OF BRAZOS COUNTY
FKA FORMERLY KNOWN AS
FM FARM TO MARKET
OPRBC OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY
POB POINT OF BEGINNING
POC POINT FOR COMMON
ROW RIGHTS OF WAY
SIRF SET 5/8-INCH IRON ROD (WITH CAP STAMPED "QUADDITY")
VOL/PG VOLUME
ADJOINER
BOUNDARY
PORTION OF PUBLIC UTILITY EASEMENT AFFECTED BY AERIAL RESTRICTIONS (Per V. ____ P. ____ OPRBC)
GENERAL NOTES:
1. Bearing system shown hereon is NAD83 (Texas State Plane Central Zone (4203) Grid North) based on city of College Station control monument No. CS-94 110 as established by GPS observations.
2. Determination of the ownership, royalties, or development of minerals related to the Subject Tract fall outside the scope of this survey. Such matters should be directed by the client to an expert consultant.
3. This survey does not provide a determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
4. The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
5. Unless otherwise noted, all lot and common area corners, points of intersection, points of curvature, points of reverse curvature, points of compound curvature, and points of tangency shown hereon are marked with a 5/8-inch diameter iron rod 2-feet in length with a plastic cap stamped "QUADDITY". See Legend.
6. According to Map No. 48041C0330D of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazos County, dated 4/2/2014, the subject tract lies within Unshaded Zone "X", defined as areas determined to be outside the 0.2% annual chance floodplain.
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
9. All lots will meet setback requirements as specified in the City of College Station Unified Development Ordinance for zoning classification in which they lay.
10. Electric service and street lighting for this subdivision will be provided by College Station Utilities (CSU).
11. The water supplier for this development is College Station Utilities (CSU). The waterlines will be designed and constructed to the City of College Station specifications and standards. These waterlines will provide the required flow to the hydrants to meet fire protection requirements.
12. Public Utility Easement/Public Access Easement located at the corner of Church Avenue and First Street shall be limited to +1' below grade and +70' above grade, referenced from mean sea elevation of 345'.
CERTIFICATE OF CITY ENGINEER
I, CAROLYN COTTER, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station, Texas.
City Engineer
City of College Station
CERTIFICATE OF ADMINISTRATOR
I, _____, Administrator of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the subdivision regulations of the City of College Station.
Administrator, City of College Station
CERTIFICATION OF OWNERSHIP AND DEDICATION
STATE OF TEXAS §
COUNTY OF BRAZOS §
I, hereby adopt a 1.183 acre tract and association of the land shown on this plat, and designated herein as 100 Church Avenue, of the City of College Station, Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, infrastructure, easements and public places thereon shown, for the purposes and consideration therein expressed, and such dedications shall be in the estate unless expressly provided otherwise.
John Calfagirone
President
STATE OF TEXAS §
COUNTY OF BRAZOS §
BEFORE ME, the undersigned authority, on this day personally appeared JOHN Calfagirone known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.
Given under my hand and seal on this 21 day of March 2024.
Notary Public
JANET L. CRAWFORD Notary Public, State of Texas Comm. Expires 08/31/2027 Notary ID 132132977
Filed for Record
Official Public Records Of:
Brazos County Clerk
On: 3/28/2024 10:28:29 AM
In the PLAT Records
Doc Number: 2024 - 1525120
Volume - Page: 19133 - 274
Number of Pages: 2
Amount: 72.00
Order#: 20240328000029
By: MC
County Clerk, Brazos County, Texas
CERTIFICATE OF THE SURVEYOR
STATE OF TEXAS §
COUNTY OF BRAZOS §
I, Christopher L. Curtis, Registered Professional Land Surveyor No. 6111, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.
Christopher L. Curtis, RPLS No. 6111
03/28/2024
STATE OF TEXAS Christopher L. Curtis 6111 REGISTERED PROFESSIONAL LAND SURVEYOR
FINAL PLAT
OF
100 CHURCH AVENUE SUBDIVISION
BLOCK 1, LOT 1
BEING A REPLAT OF PORTION OF BLOCK 10, LOTS 1-6 & BLOCK 8, UNNUMBERED LOTS W.C. BOYETT ESTATE PARTITION VOLUME 100, PAGE 440, DRBC
BEING 1.183 ACRES OUT OF THE J.E. SCOTT LEAGUE, A-50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
JANUARY 2024
OWNER & DECLARANT:
Aspire A&M II, LLC
c/o UP College Station Owner, LLC
ATTN: Stephen C. Bus
360 Washington Blvd., Suite 200
Chicago, IL 60661
Phone: (312) 590-9700
SURVEYOR & ENGINEER:
QUIDDITY
SHEET 2 OF 2
CEC/ere
Job No. 17805-0001
DWG. No. 18415 V5
REPLAT

Exhibit B

Site Plan for 100 Church Avenue prepared by Quiddity Engineering dated February 7, 2024



dwell design studio
#230 GREENSBORO
SUITE 510
MCLEAN, VA 22102
PHONE: 571.312.0141

QUIDDITY

100 CHURCH AVE.

UP CAMPUS

TYLER J. GREEN
134066
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS

SITE PLAN

JOB NUMBER 17803

DRAWN BY: SDW
CHECKED BY: QE

C1.0

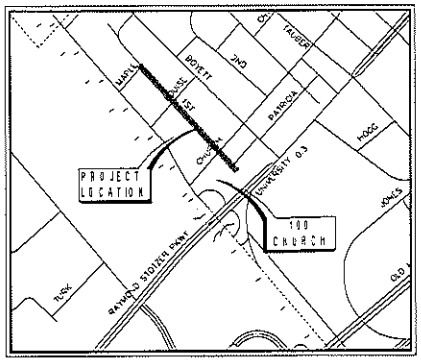
© Dwell Design Studio - All Rights Reserved

Exhibit C

Off-Site Sanitary Sewer Plans prepared by Quiddity Engineering dated December 7, 2023

CONSTRUCTION
OF
OFFSITE SEWER IMPROVEMENTS
FOR
100 CHURCH AVE.

100 CHURCH AVENUE
BRAZOS COUNTY, TX



VICINITY MAP
1:500

January 24

OWNER
UP CAMPUS STUDENT LIVING
600 W. WASHINGTON BLVD, SUITE 200
CHICAGO, IL 60661
TEL 217-474-6904
CONTACT: TYLER AMMERMANN

CIVIL ENGINEER
QUIDDITY ENGINEERING, LLC
156 VENTURE DRIVE
COLLEGE STATION, TX 77845
TEL 979-387-6127
CONTACT: TYLER GREEN, PE

ARCHITECT
DWELL DESIGN STUDIO, LLC
8200 GREENSBORO DRIVE, SUITE 650
MCLEAN, VA 22102
TEL 571-250-8845
CONTACT: BO JAYATILAKE

PREPARED BY:
QUIDDITY

JOB NO. 17805-0005-01

INDEX OF DRAWINGS

SHEET No.	*SHEET TITLE*
C0.0	COVER SHEET
C0.1	GENERAL CONSTRUCTION NOTES
C1.0	SSWR I
C1.1	SSWR II
C1.2	SSWR III
C2.0	STREET DETAILS
C2.1	SEWER DETAILS
C2.2	TRAFFIC CONTROL PLAN DETAILS

STREET AND UTILITY FACILITIES - 100 CHURCH AVE

QUIDDITY
ENGINEERING

No	Date	DRAWING ISSUE	App.

REVIEWED FOR COMPLIANCE
DEVELOPMENT REVIEW DIVISION
2/2/2024

TEXAS 811 NOTIFICATION SYSTEM
CALL BEFORE YOU DIG !!!
www.texas811.org
Texas811 or 1-800-344-8377

INTERIM REVIEW
Not intended for construction, bidding or permit purposes
Engineer: TYLER E. GREEN, P.E.
P.E. Serial No.: 134889
Date: JANUARY 2024

SHEET NO. C0.0

SITE PLAN NOTES

1. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ONSITE FIELD CONDITIONS OR SPECIFICATIONS OF OTHER DISCIPLINES.
2. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY PERMITS, AS WELL AS INSPECTION APPROVALS.
3. A COPY OF APPROVED CONSTRUCTION PLANS SHALL BE KEPT ON SITE AT ALL TIMES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A SET OF REDLINE DRAWINGS TO RECORD AS-BUILT CONDITIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTAINMENT AND PROPER DISPOSAL OF ALL LIQUID AND SOLID WASTE ASSOCIATED WITH THIS PROJECT. THE CONTRACTOR SHALL USE ALL MEANS NECESSARY TO PREVENT THE OCCURRENCE OF WIND BLOWN LITTER FROM THE PROJECT SITE.
5. DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN AN ORDERLY PROJECT SITE. THE CONTRACTOR SHALL CLEAN AND REMOVE ANY SURPLUS OR DISCARDED MATERIALS TEMPORARY STRUCTURES, AND DEBRIS FROM THE PROJECT SITE.
6. THE CONTRACTOR IS RESPONSIBLE FOR STORAGE AND SAFE-GUARDING OF ALL MATERIALS AND EQUIPMENT AT THE PROJECT SITE TO MAINTAIN A SAFE AND SECURE PROJECT
7. THE CONTRACTOR SHALL COORDINATE SITE STORAGE WITH THE OWNER TO NOT OBSTRUCT DRIVES, ACCESS OR OTHER OPERATIONAL REQUIREMENTS.
8. ANY ADJACENT RIGHT-OF-WAY (R.O.W.) OR PROPERTY AFFECTED DURING CONSTRUCTION SHALL BE RETURNED TO PRE-CONSTRUCTION CONDITION OR BETTER AT THE CONTRACTOR'S EXPENSE.
9. THE CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTATION, BENCHMARKS, AND MARKERS DURING CONSTRUCTION.
10. THE CONTRACTOR MUST PROVIDE CONSTRUCTION STAKING SERVICES BASED ON THE INFORMATION PROVIDED IN THIS PLANS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES OF SERVICE LINES DURING THE CONSTRUCTION PROCESS. WHERE EXISTING UTILITIES OR SERVICE LINES ARE DAMAGED, THE CONTRACTOR SHALL REPAIR OR REPLACE THE UTILITY OR SERVICE LINE WITH THE SAME TYPE OF MATERIAL AND CONSTRUCTION, OR BETTER. ALL MATERIAL AND LABOR SHALL BE AT THE CONTRACTOR'S EXPENSE.
12. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL STATE AND FEDERAL REGULATIONS REGARDING CONSTRUCTION ACTIVITIES NEAR ENERGIZED OVERHEAD ELECTRIC LINES.
13. THE CONTRACTOR ACKNOWLEDGES THAT THE LOCATION AND/OR ELEVATION OF THE EXISTING UTILITIES SHOWN ON THE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES, CITY MAPS, AND, WHEN POSSIBLE, FIELD MEASUREMENTS. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE.
14. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY 48 HOURS PRIOR TO EXCAVATION, AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS.
15. ALL BACK FLOW DEVICES WILL BE INSTALLED AND TESTED UPON INSTALLATION AS PER CITY ORDINANCE 3.98
16. ALL WATER LINES TO BE CL 905 OR 56 PVC MEETING AWWA C-900 OR C-909 STANDARDS.
17. ALL SANITARY SEWER LINES TO BE SDR-26 PVC.
18. SANITARY SEWER LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH TCEQ REQUIREMENTS FOR SEPARATION AND CROSSING, AND IN ACCORDANCE WITH THE 2009 INTERNATIONAL PLUMBING CODE.
19. ALL METERS TO BE LOCATED WITHIN THE R.O.W.
20. ALL SIGNS ARE TO BE PERMITTED SEPARATELY
21. IMPACT FEES WILL BE ASSESSED WITH THE BUILDING PERMIT
22. FIRE LANE PARKING TO BE IN ACCORDANCE WITH LOCAL ORDINANCE
23. 100% COVERAGE OF GROUNDCOVERS, DECORATIVE PAVING, DECORATIVE ROCK, OR A PERENNIAL GRASS IS REQUIRED IN PARKING LOT ISLANDS, SWALES AND DRAINAGE AREA, THE PARKING LOT SETBACKS, RIGHT-OF-WAYS, AND ADJACENT PROPERTY DISTURBED DURING CONSTRUCTION
24. EXTERIOR BUILDING AND SITE LIGHTING WILL MEET THE STANDARDS OF SECTION 7.11 OF THE UNIFIED DEVELOPMENT ORDINANCE. THE LIGHT SOURCE SHALL NOT PROJECT BEYOND AN ONSITE HOUSING AND NO FIXTURE SHALL DIRECTLY PROJECT LIGHT HORIZONTALLY. FIXTURES WILL BE MOUNTED IN SUCH A MANNER THAT THE PROJECTED CONE OF LIGHT DOES NOT CROSS ANY PROPERTY LINE.
25. ALL LANDSCAPING INSTALLED AROUND TRANSFORMER BOX SHALL MAINTAIN A 3' CLEARANCE FROM SIDE AND REAR AND 10' CLEARANCE FROM TRANSFORMER DOORS.
26. PLUMBING PERMIT IS REQUIRED TO INSTALL THE PRIVATE PLUMBING LINES BY A LICENSED PLUMBER AND IN COMPLIANCE WITH THE 2018 INTERNATIONAL PLUMBING CODE
27. ALL ROOF AND GROUND MOUNTED MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW OR ISOLATED SO AS NOT VISIBLE FROM ANY PUBLIC RIGHT-OF-WAY, OR RESIDENTIAL DISTRICT WITHIN 150. OF THE SUBJECT LOT, MEASURED FROM A POINT FIVE FEET ABOVE GRADE. SUCH SCREENING SHALL BE COORDINATED WITH THE BUILDING ARCHITECTURE AND SCALE TO MAINTAIN A UNIFIED APPEARANCE.
28. STAGING AND MATERIAL STORAGE IS NOT TO BE PLACED IN THE PRIVATE DRAINAGE EASEMENT

PIPE BURSTING NARRATIVE

1. THIS 6-INCH DIAMETER PIPE BURSTING. PIPE BURSTING TO START AT LOW END OF SEWER LINE.
2. PLUG THE UPSTREAM MANHOLE AND EVACUATE THE SEWER LOCATIONS JUST PRIOR TO STARTING THE BURSTING OPERATION.
3. BURSTING DURATION WOULD BE SEVERAL HOURS BUT COMPLETED ON THAT MANHOLE SECTION ON SAME DAY
4. SEWER SERVICES WOULD TO BE OPENED AFTER STEP 3 AND STEEL PLATED OVERNIGHT. PLUG REMOVED FROM UPSTREAM MANHOLE.
5. THE LEVEL OF FLOW IN MANHOLE WOULD BE MONITORED THROUGHOUT THE DAY AND PUMPED DOWN IF NEEDED. ESTIMATED AVERAGE DAILY FLOWS AND ESTIMATED PEAK DAILY FLOWS ARE 55 GPM AND 232 GPM RESPECTIVELY
6. THE FOLLOWING DAY, THE SERVICE WOULD BE RECONNECTED AND BACKFILLED.
7. ONLY WHEN REACH OF PIPE FROM MANHOLE TO MANHOLE G IN SERVICE AND BACKFILLED WILL THIS PROCESS BE REPEATED STARTING AT STEP 1 FOR NEXT REACH OF PIPE TO BE PIPE BURST

EXISTING NOTES:

1. THE EXISTING GAS SHOWN IS APPROXIMATE.
2. ATMOS ENERGY CORPORATION WILL ASSIST WITH GAS LOCATION OF EXISTING LINES. EXCAVATION AND INSTALLATION OF CONDUIT WILL BE BY OTHERS.

CONTACT LUIS CISNEROS (ATMOS ENERGY CORPORATION 469-79-7774-2542 WITH ANY DESIGN QUESTIONS.

EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL PROVIDE EROSION PROTECTION AT ALL LOCATIONS OF CONSTRUCTION.
2. THE CONTRACTOR WILL REMOVE ALL EXCESS SOIL FROM CONSTRUCTION VEHICLES PRIOR TO EXITING THE SITE
3. THE CONTRACTOR SHALL UNDERTAKE PROPER METHODS TO REDUCE DUST GENERATION FROM THE SITE.
4. THE CONTRACTOR MUST COMPLY WITH FEDERAL, STATE, AND LOCAL REGULATIONS REGARDING SEDIMENTS AND EROSION CONTROL
5. A COPY OF THIS PLAN MUST BE KEPT AT THE CONSTRUCTION FACILITY DURING THE ENTIRE CONSTRUCTION PERIOD
6. ALL FINISHED GRADES ARE TO BY HYDRO-MULCHED, SPOT SODDED OR SEEDED AND WATERED UNTIL GROWTH IS ESTABLISHED
7. ADDITIONAL INLET PROTECTION IS REQUIRED ALONG THE CONSTRUCTION VEHICLE ROUTE.

DIMENSION CONTROL NOTES:

1. THE CONTRACTOR MAY OBTAIN AN ELECTRONIC COPY OF PROJECT PLANS FOR CONSTRUCTION PURPOSES, WITH THE PERMISSION OF THE OWNER. THE ELECTRONIC FILE AND INFORMATION GENERATED BY CUDDITY ENGINEERING, FOR THIS PROJECT IS CONSIDERED BY CUDDITY TO BE CONFIDENTIAL WHEN ISSUED, IT'S USE IS INTENDED SOLELY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. THE MATERIAL IS INTENDED FOR USE BY THE RECIPIENT NAMED, ONLY, AND PERMISSION IS NOT GRANTED TO THE RECIPIENT FOR DISTRIBUTION OF THIS DOCUMENT IN ANY FORM OR FASHION. THE RECIPIENT UNDERSTANDS THAT THIS DATA IS AUTHORIZED "AS-IS" WITHOUT ANY WARRANTY AS TO ITS PERFORMANCE, ACCURACY, FREEDOM FROM ERROR, OR AS TO ANY RESULTS GENERATED THROUGHOUT ITS USE. THE RECIPIENT OF THE ELECTRONIC DATA ACCEPTS FULL RESPONSIBILITY AND LIABILITY FOR ANY CONSEQUENCES ARISING OUT OF THEIR USE.
2. ALL DIMENSIONS SHOWN ARE TO BE USED IN CONJUNCTION WITH THE PLANS FOR LOCATING ALL IMPROVEMENTS AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR FOR WORKABILITY PRIOR TO CONSTRUCTION OF THE IMPROVEMENTS.
3. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO BACK OF CURB
4. REFER TO ARCHITECTURAL PLANS FOR DETAILED BUILDING DIMENSIONS.

SANITARY SEWER NOTES:

1. MATERIALS USED FOR GRAVITY PIPE JOINTS MUST PREVENT INFILTRATION AND ROOT ENTRANCE. A JOINT MUST INCLUDE RUBBER GASKETS, POLYVINYL CHLORIDE (PVC) COMPRESSION JOINTS, HIGH DENSITY POLYETHYLENE COMPRESSION JOINTS, BE WELDED, BE HEAT INFUSED, OR INCLUDE OTHER TYPES OF FACTORY-MADE JOINTS AS APPROVED BY TCEQ REQUIREMENTS, CHAPTER 217
2. SEWER LINES SHALL BE TESTED FOR EXFILTRATION, OR IF PVC, MANDREL TESTED PRIOR TO ACCEPTANCE. THE TOTAL EXFILTRATION, AS DETERMINED BY HYDROSTATIC HEAD TEST, MUST NOT EXCEED 50 GALLONS PER INCH OF DIAMETER PER MILE OF PIPE PER 24 HOURS AT MINIMUM TEST HEAD OF 2 FEET ABOVE THE CROWN OF PIPE AT AN UPSTREAM MANHOLE.
3. ALL ASPECT OF THE SEWER LINE, INCLUDING PIPE JOINTS AND MANHOLES, SHALL HAVE A DESIGN LIFE CYCLE OF NO LESS THAN FIFTY YEARS. IF A PIPE OR AN INTERNAL STRUCTURAL COMPONENT OF A PIPE WILL DETERIORATE WHEN SUBJECTED TO CORROSIVE INTERNAL CONDITIONS OR IF A PIPE OR COMPONENT DOES NOT HAVE ACCEPTABLY RESISTANT LINER INSTALLED BY MANUFACTURER, THE OWNER MUST DEMONSTRATE THE STRUCTURAL INTEGRITY OF THE PIPE DURING THE MINIMUM 50-YEAR DESIGN LIFE CYCLE.
4. ALL SANITARY SEWER TO BE SDR-26 PVC.
5. SANITARY SEWER LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH TCEQ REQUIREMENTS FOR SEPARATION AND CROSSINGS, AND IN ACCORDANCE WITH THE 2009 INTERNATIONAL PLUMBING CODE
6. CLEANOUT INSTALLATIONS MUST PASS ALL APPLICABLE TESTING REQUIREMENTS OUTLINED FOR GRAVITY COLLECTION PIPES IN TCEQ §217.57 REGARDING TESTING REQUIREMENTS FOR INSTALLATIONS OF GRAVITY COLLECTION SYSTEM PIPES.
7. A MANHOLE MUST BE MADE OF MONOLITHIC, CAST-IN-PLACE CONCRETE, RISER RINGS, PRECAST CONCRETE, HIGH-DENSITY POLYETHYLENE, OR EQUIVALENT MATERIAL THAT PROVIDES ADEQUATE STRUCTURAL INTEGRITY. THE USE OF BRICKS TO ADJUST A MANHOLE COVER TO GRADE OR CONSTRUCT A MANHOLE IS PROHIBITED.
8. THE INSIDE DIAMETER OF A MANHOLE MUST BE NO LESS THAN 48 INCHES. A MANHOLE DIAMETER MUST BE SUFFICIENT TO ALLOW PROPER JOINING OF THE COLLECTION SYSTEM PIPE S IN THE MANHOLE WALL.
9. THE BOTTOM OF A MANHOLE MUST CONTAIN A U-SHAPED CHANNEL THAT IS A SMOOTH CONTINUATION OF THE INLET AND OUTLET PIPES.
10. A MANHOLE CONNECTED TO PIPE LESS THAN 15 INCHES IN DIAMETER MUST HAVE A CHANNEL DEPTH EQUAL TO AT LEAST HALF THE LARGEST PIPE'S DIAMETER
11. A MANHOLE CONNECTION MUST USE WATERTIGHT, SELF-SERVICE RESILIENT CONNECTORS THAT ALLOW FOR DIFFERENTIAL SETTLEMENT AND MUST TO ASTM C-923
12. EASTERN CITY OF COLLEGE STATION SANITARY SEWER LINE IS TO BE REMOVED AS NOTED IN THE PLANS VIA A SEPARATE DEVELOPMENT PERMIT

DEVELOPMENT NOTES:

1. THE HORIZONTAL DATUM SHOWN IS APPROXIMATE
2. CONTRACTOR SHALL VERIFY ELEVATIONS OF EXISTING UTILITY LOCATIONS AND INSTALLATION OF ELEMENT AND ALL AT DESIGN.
3. ALL CONSTRUCTION WORK SHALL BE WITHIN PUBLIC RIGHT-OF-WAY
4. ALL PERMANENT CONSTRUCTION SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL THE PROJECT IS ACCEPTED BY THE OWNER.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF COLLEGE STATION STANDARD SPECIFICATIONS AND DETAILS.
6. ALL SIGNS SHALL BE INSTALLED BY THE CONTRACTOR AT THE BEGINNING OF THE PROJECT AND MAINTAINED IN GOOD CONDITION THROUGHOUT THE DURATION OF THE PROJECT.
7. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND TEXAS SUPPLEMENTS.
8. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH OSHA REGULATIONS.
9. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF COLLEGE STATION STANDARD SPECIFICATIONS AND DETAILS.
10. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF COLLEGE STATION STANDARD SPECIFICATIONS AND DETAILS.

STORM NOTES:

1. THE CONTRACTOR ACKNOWLEDGES THAT THE LOCATION AND/OR ELEVATION OF THE EXISTING UTILITIES SHOWN ON THE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES, CITY MAPS, AND WHEN POSSIBLE, FIELD MEASUREMENTS. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE.
2. ALL STORM LINES TO BE HIGH DENSITY POLYETHYLENE (HDPE) SOIL TIGHT PER ASTM F2306 AND POLYVINYL CHLORIDE (PVC), D2241 ASTM C-900, AS STATED ON THE PLANS.
3. CONTRACTOR SHALL PROVIDE A MINIMUM OF 12" INCH CLEARANCE AT STORM SEWER AND WATER LINE CROSSINGS AND A MINIMUM OF 6" INCH CLEARANCE AT STORM AND SANITARY CROSSINGS
4. ALL STORM SEWER IS PROPOSED, UNLESS OTHERWISE NOTED.

TERMINAL UTILITY NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL STATE AND FEDERAL REGULATIONS REGARDING CONSTRUCTION ACTIVITIES NEAR THE NOTED OVERHEAD ELECTRIC LINES.
2. THE CONTRACTOR ACKNOWLEDGES THAT THE LOCATION AND/OR ELEVATION OF THE EXISTING UTILITIES SHOWN ON THE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES, CITY MAPS, AND WHEN POSSIBLE, FIELD MEASUREMENTS. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE.
3. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY 48 HOURS PRIOR TO EXCAVATION, AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS.
4. ALL WATER LINES TO BE CL 153 OR 56 PVC MEETING AWWA C-900 OR C909 STANDARDS.
5. WATER MAINS SHALL MAINTAIN A MINIMUM COVER OF FOUR (4) FEET AND A MAXIMUM COVER OF FIVE (5) FEET UNLESS OTHERWISE SPECIFIED ON PLANS, AND/OR REQUIRED FOR UTILITY CROSSINGS.
6. ALL SANITARY SEWER TO SDR-26 PVC.
7. SANITARY SEWER LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH TCEQ REQUIREMENTS FOR SEPARATION AND CROSSINGS, AND IN ACCORDANCE WITH THE 2021 INTERNATIONAL PLUMBING CODE
8. ALL UTILITY LINES ARE PRIVATE UNLESS NOTED OTHERWISE.
9. PLUMBING PERMIT IS REQUIRED TO INSTALL THE PRIVATE PLUMBING. ALL LINES MUST BE INSTALLED BY A LICENSED PLUMBER AND IN COMPLIANCE WITH THE 2018 INTERNATIONAL PLUMBING CODE.
10. WATER SERVICES WILL BE SET BETWEEN 2 AND 4 FEET DEEP AT THE POINT OF TERMINUS BY DEVELOPER'S CONTRACTOR. A BALL VALVE IS REQUIRED AT THE POINT OF TERMINUS.
11. ISOLATION VALVE FOR THE FIRE LINE SHOULD HAVE AN AWWA U504 WITH A LOCKABLE LID

WATER NOTES:

1. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN STANDARD INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
2. ALL PLASTIC PIPE USE IN PUBLIC WATER SYSTEM MUST ALSO BEAR THE NATIONAL SANITATION FOUNDATION SEAL OF APPROVAL (NSF-PW) AND SHALL BE ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATION OF 26 OR LESS.
3. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.
4. THE USE OF PIPES AND FITTINGS THAT CONTAIN MORE THAN 8.0% LEAD OF SOLDERS AND FLUX THAT CONTAINS MORE THAN 0.2% LEAD IS PROHIBITED
5. WATER MAINS SHALL MAINTAIN A MINIMUM COVER OF FOUR (4) FEET AND A MAXIMUM COVER OF FIVE (5) FEET UNLESS OTHERWISE SPECIFIED ON PLANS, AND/OR REQUIRED FOR UTILITY CROSSINGS.
6. WHERE NEW POTABLE WATER DISTRIBUTION LINES ARE CONSTRUCTED, THEY SHALL BE INSTALLED NO CLOSER THAN NINE FEET IN ALL DIRECTIONS TO WASTEWATER COLLECTION FACILITIES. ALL SEPARATION DISTANCE SHALL BE MEASURED FROM THE OUTSIDE SURFACE OF EACH OF THE RESPECTIVE PIECES.
7. ALL WATER LINES TO BE CL 153 OR 56 PVC MEETING AWWA C-900 OR C909 STANDARDS.
8. WATER SERVICES WILL BE SET BETWEEN 2 AND 4 FEET DEEP AT THE POINT OF TERMINUS BY DEVELOPER'S CONTRACTOR. A BALL VALVE IS REQUIRED AT THE POINT OF TERMINUS
9. POTABLE WATER DISTRIBUTION LINES AND WASTEWATER MAINS OR LATERALS THAT FORM PARALLELS UTILITY LINES SHALL BE INSTALLED IN SEPARATE TRENCHES.
10. NO PHYSICAL CONNECTION SHALL BE MADE BETWEEN A DRINKING WATER SUPPLY AND SEWER LINE, ANY APPURTENANCE SHALL BE DESIGNED AND CONSTRUCTED SO AS TO PREVENT ANY POSSIBILITY OF SEWAGE ENTERING THE DRINKING WATER SYSTEM
11. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING CRITERIA SHALL APPLY
   A. WHERE A NEW POTABLE PARALLELS AN EXISTING, NON-PRESSURE OR PRESSURE RATED WASTEWATER MAIN OR LATERAL AND THE LICENSED PROFESSIONAL ENGINEER LISTED IN THE STATE OF TEXAS IS UNABLE TO DETERMINE THAT THE EXISTING WASTEWATER MAIN OR LATERAL IS NOT LEAKING, THE NEW POTABLE WATERLINE SHALL BE LOCATED AT LEAST TWO FEET ABOVE THE EXISTING WASTEWATER OR LATERAL, MEASURED VERTICALLY, AND AT LEAST FOUR FEET AWAY, THE MEASURE HORIZONTALLY, FROM THE EXISTING WASTEWATER MAIN OR LATERAL. EVERY EFFORT SHALL BE EXERTED NOT TO DISTURB THE BEDDING AND BACKFILL OF THE EXISTING WASTEWATER MAIN OR LATERAL.
   B. WHERE A NEW POTABLE WATERLINE CROSSING AN EXISTING, NON-PRESSURE RATED WASTEWATER MAIN OR LATERAL, ONE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER THE WASTEWATER MAIN OF LATERAL SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTERLINE OF THE WASTEWATER MAIN OR LATERAL. THE POTABLE WATERLINE SHALL BE AT LEAST TWO FEET ABOVE THE WASTEWATER MAIN OR LATERAL, WHENEVER POSSIBLE, THE CROSSING SHALL BE CENTERED BETWEEN THE JOINTS IF THE WASTEWATER MAIN OR LATERAL IS DISTURBED OR SHOWS SIGNS OF LEAKING, IT SHALL BE REPLACED FOR AT LEAST NINE FEET IN BOTH DIRECTIONS (18 FEET TOTAL) WITH AT LEAST 150 PSI PRESSURE RATED PIPE.
12. ALL SECTION OF WASTEWATER MAIN OR LATERAL WITHIN NINE FEET HORIZONTALLY OF THE WATERLINE SHALL BE ENCASED IN AN 18' FOOT (OR LONGER) SECTION OF PIPE. A FLEXIBLE ENCASING PIPE SHALL HAVE A MINIMUM PIPE STIFFNESS OF 115 PSI AT 5.0% DEFLECTION. THE ENCASING PIPE SHALL BE CENTERED ON THE WATERLINE AND SHALL BE AT LEAST TWO NOMINAL PIPE DIAMETERS LARGER THAN THE WASTEWATER MAIN OR LATERAL. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT TWO-FOOT (OR LESS) INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. EACH END OF THE CASING SHALL BE SEALED WITH WATERTIGHT NON-SHRINK CEMENT GROUT OR A MANUFACTURED WATERTIGHT SEAL. AN ABSOLUTE MINIMUM SEPARATION DISTANCE OF SIX INCHES BETWEEN THE ENCASEMENT PIPE AND THE WATERLINE SHALL BE PROVIDED. THE WASTE WATER LINE SHALL BE LOCATED BELOW THE WATERLINE.
13. AFTER THE PIPE HAS BEEN LAID AND BACKFILLED, BUT PRIOR TO THE REPLACEMENT, EACH VALVED SECTION OF NEWLY LAID PIPE SHALL BE SUBJECTED TO A HYDROSTATIC PRESSURE TEST. FOR ANY SECTION BEING TESTED, THE PRESSURE APPLIED SHALL BE 150 POUNDS PER SQUARE INCH. ADJUSTMENT SO REQUIRED SHALL BE MADE FOR DIFFERENT IN ELEVATION BETWEEN THE LOWPOINT OF THE SECTION BEING TESTED AND THE CENTERLINE OF THE PRESSURE TEST GAUGE.
14. EACH VALVED SECTION SECTION OF PIPE SHALL BE SLOWLY FILLED WITH WATER, AND THE SPECIFIED TEST PRESSURE, MEASURE TO THE POINT OF LOWEST ELEVATION, SHALL BE SUPPLIED BY MEANS OF A PUMP CONNECTED TO THE PIPE IN A SATISFACTORY MANNER. THE PUMP, PIPE CONNECTION, AND ALL NECESSARY APPARATUS, INCLUDING GAUGES AND METERS, SHALL BE FURNISHED BY THE CONTRACTOR. THE DURATION OF EACH PRESSURE TEST SHALL BE HOUR (4) HOURS.
15. NO PIPE INSTALLATION WILL BE ACCEPTED UNTIL THE LEAKAGE IS LESS THAN A RATE EQUAL TO TWENTY-FIVE (25) GALLONS PER INCH OF NOMINAL DIAMETER OF PIPE LINE PER MILE OVER TWENTY-HOUR (24) HOUR PERIOD
16. THE LINE SHALL BE THOROUGHLY STERILIZED. CHLORINE WILL BE INJECTED INTO THE SECTION OF LINE BEING STERILIZED SO THAT ITS ENTIRE CAPACITY WILL BE FILLED WITH WATER CONTAINING CHLORINE IN THE AMOUNT OF 50 P P M OR IN SUCH OTHER QUANTITY AS DETERMINED BY THE ENGINEER. THE STERILIZING AGENT SHALL BE INTRODUCED AT ONE END OF THE SECTION AND THE WATER RELEASED FROM THE OPPOSITE END UNTIL THE STERILIZING AGENT IS PRESENT AT THE DISCHARGE END IN SUCH QUANTITY AS TO INDICATE A RESIDUAL CHLORINE OF 50 P P M OR AS OTHERWISE DETERMINED BY THE ENGINEER. ALL VALVES SHALL THEN BE CLOSED AND THE STERILIZING SOLUTION PERMITTED TO REMAIN IN THE PIPE SECTION FOR NOT LESS THAN 24 HOURS. ALTERNATELY, DRY TREATMENT MAY BE CONDUCTED DURING INSTALLATION. FOR 6" WATER LINE 0.061 LBS OF 100% CHLORINE PER 100 LINEAR FEET OF LINE IS REQUIRED, AND FOR THE 4" WATER LINE IS 0.027 LBS OF 100% CHLORINE PER 100 LINEAR FEET OF LINE (D) REQUIRED AMOUNTS OF SOLUTION SHALL BE ADDED AT THE BELL OR AT EACH PIPE JOINT IS INSTALLED.

PAVEMENT NOTES

1. EARTHWORK
   A. EXISTING TREES, STUMPS AND ROOTS SHALL BE GRUBBED AND REMOVED. VEGETATION SHALL BE REMOVED AND THE TOPSOIL OF TOPSOIL AND SUBGRADE STRIPPED FROM THE AREAS TO BE COVERED BY PROPOSED IMPROVEMENTS.
   B. PAVING AREAS SHALL BE PROOF ROLLED WITH A 15 TON COMPACTOR AND, IF REQUIRED AT THE TIME OF CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE WEAK AREAS BY OVER EXCAVATING AND BACKFILLING
   C. FILL MATERIAL SHALL BE PLACED IN 8" LOOSE LIFTS, MAXIMUM, WITH EACH LIFT AT A MOISTURE CONTENT OF +/-2% OF OPTIMUM, AND COMPACTED TO A UNIFORM DENSITY OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR (ASTM D698)
   D. COMPACTION TEST SHALL BE CONDUCTED FOR EVERY 4,000 SF OF FILL PLACED, WITH A MINIMUM OF ONE TEST PER LIFT
2. CONCRETE PAVEMENT
   A. CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,500 PSI.
   B. ALL CONCRETE SHALL BE VIBRATED WHEN PLACED
   C. PAVEMENT CONTRACTION JOINTS SHALL BE INSTALLED PER BCS DETAIL ST-600 WITH A MAXIMUM SPACING OF 8 FOR 6" SIDEWALKS, AND 12 FOR 5" PAVEMENT, AND 14 FOR 7" PAVEMENT. CONTRACTION JOINTS SHALL BE INSTALLED BETWEEN 2 AND 6 HOURS OF CONCRETE PLACEMENT AS CONCRETE CURING ALLOWS. AN EARLY ENTRY SAW IS PREFERRED.
   D. PAVEMENT EXPANSION JOINTS SHALL BE SPACED AS SHOWN ON THE PLANS AND INSTALLED PER BCS DETAIL ST-600. CONSTRUCTION SHALL BE STOPPED AT EXPANSION JOINTS. IF CONDITIONS REQUIRE, CONSTRUCTION TO BE STOPPED AT OTHER LOCATIONS, A COLD JOINT SHALL BE CONSTRUCTED
   E. ISOLATION JOINTS SHALL BE PLACED AT ALL IMPROVEMENT OBJECTS INCLUDING INLETS, LIGHT POLE FOOTINGS AND CLEANOUTS
   F. ALL JOINTS SHALL BE SEALED PER BCS DETAIL ST-600
   G. REFERENCE BCS DETAIL ST-600 FOR PAVEMENT AND SIDEWALK CONSTRUCTION DETAILS.
   H. TRANSPORTATION AND PLACEMENT OF THE CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301. A TEST SET CONSISTING OF A CYLINDERS SHALL BE TAKEN EVERY 75 CUBIC YARDS OF CONCRETE
3. REINFORCING STEEL
   A. ALL REINFORCEMENT SHALL BE ASTM A615, GRADE 60. THE PAVEMENT REINFORCEMENT SHALL BE #6 BARS, 18" OCEW, AND THE SIDEWALK SHALL BE REINFORCED WITH #4 BARS, 36" OCEW OR #3 BARS, 32" OCEW
   B. LAPS AND SPLICES IN REINFORCING BARS SHALL BE A MINIMUM OF 30 BAR DIAMETERS IN LENGTH. BARS SHALL BE SECURED AT EVERY OTHER INTERSECTION.
4. PAVEMENT REPAIRS
   A. ANY SPOT REPAIRS AT SEWER SERVICES OR EXCAVATIONS AT MANHOLES FROM STATION 0+00 TO STATION 8+75 WILL REQUIRE PANEL-TO-PANEL REPLACEMENT PER CITY'S DIRECTION. ALL EDGE CAN BE PERFORMED AS GENERAL PAVEMENT REPAIRS TO REPAIR PAVEMENT DISTURBED FROM DEMOLITION/EXCAVATION EFFORTS.

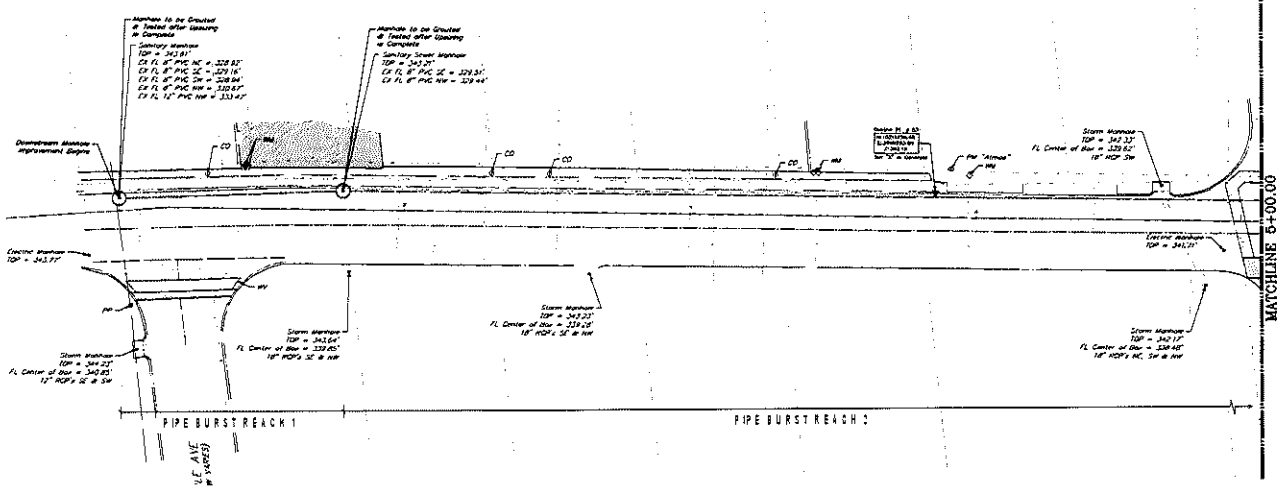
QUIDDITY
ENGINEERING, PLLC
TBPE FIRM REGISTRATION #20165
DESIGNED: KSA
DRAWN BY: TJE
CHECKED BY: TJE
APPROVED: JAMES BRADFORD

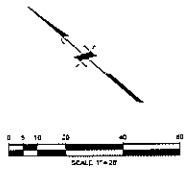
INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Jurisdiction: TYLER T. FREEMAN
P.E. License No.: License
Date: JANUARY 2024

FIRST STREET SANITARY SEWER IMPROVEMENTS
COLLEGE STATION, BRAZOS COUNTY, TX

GENERAL CONSTRUCTION NOTES

SHEET NO
C0.1





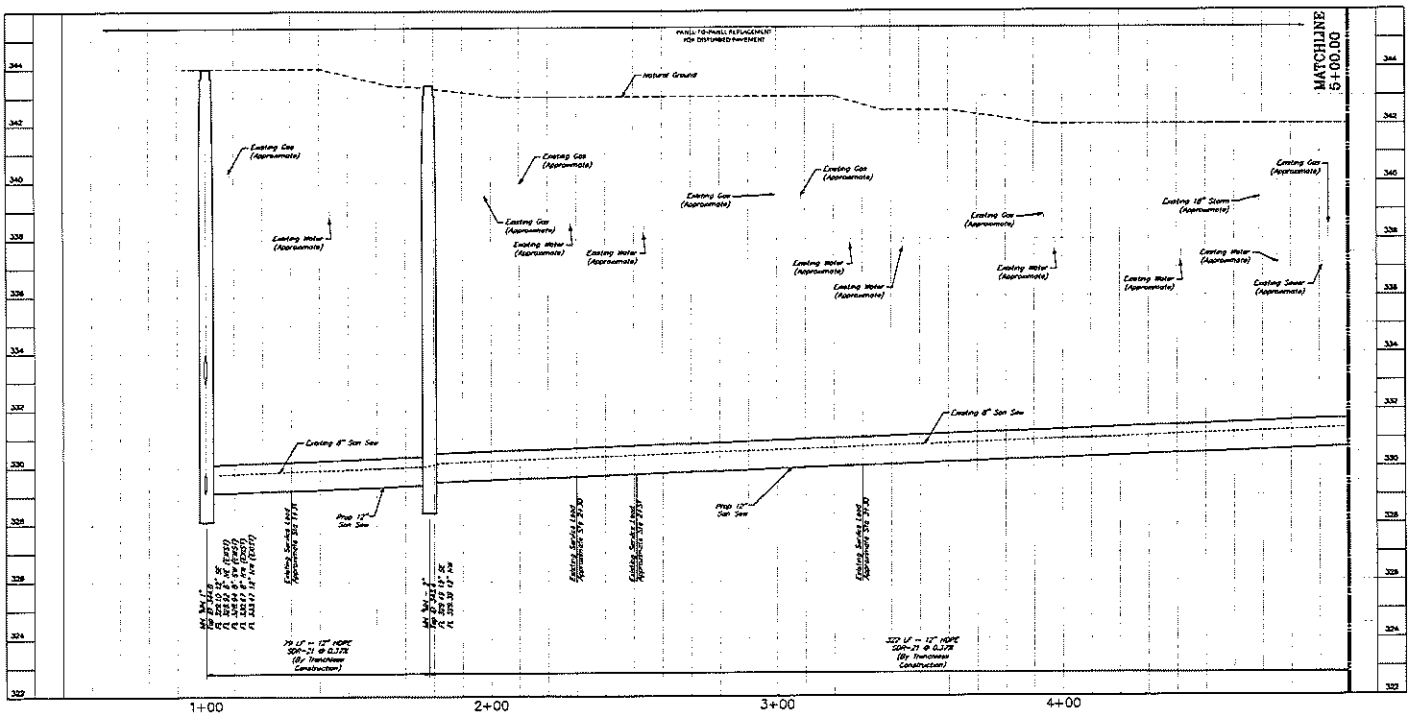
LEGEND

- BOUNDARY
- UNDERGROUND ELECTRIC
- UNDERGROUND GAS
- UNDERGROUND WATER
- STORM
- EXISTING STORM
- GAS
- ELECTRICAL
- SANITARY SEWER
- SANITARY CLEAN OUT
- SANITARY MANHOLE
- DOMESTIC WATER
- STORM MANHOLE
- STORM INLET
- CO CLEAN OUT

PAVEMENT NOTES:

ANY SPOT REPAIRS AT SEWER SERVICES OR EXCAVATIONS AT MANHOLES, FROM STATION 0+00 TO STATION 5+75 WILL REQUIRE PANEL-TO-PANEL REPLACEMENT PER CITY'S DIRECTION. ALL ELSE CAN BE PERFORMED AS GENERAL PAVEMENT REPAIRS TO REPAIR PAVEMENT DISTURBED FROM DEMOLITION/EXCAVATION EFFORTS.

SSWR OFFSITE



IN ARKING II
UNDERGROUND GAS & OVERHEAD ELECTRIC UTILITIES. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION.

REVIEWED FOR COMPLIANCE

DD/2024

TEXAS811 NOTIFICATION SYSTEM
CALL BEFORE YOU DIG !!!
www.texas811.org
Texas811 or 1-800-344-8377

REVISIONS

NO.	DATE

QUIDDITY

SCALE	AS SHOWN
DATE	JANUARY 2024
DESIGNED	EEL
DRAWN	EEL
CHECKED	EEL

INTERIM REVIEW

Not intended for construction, bidding or permit purposes.

Engineer: ELIZA L. GREEN

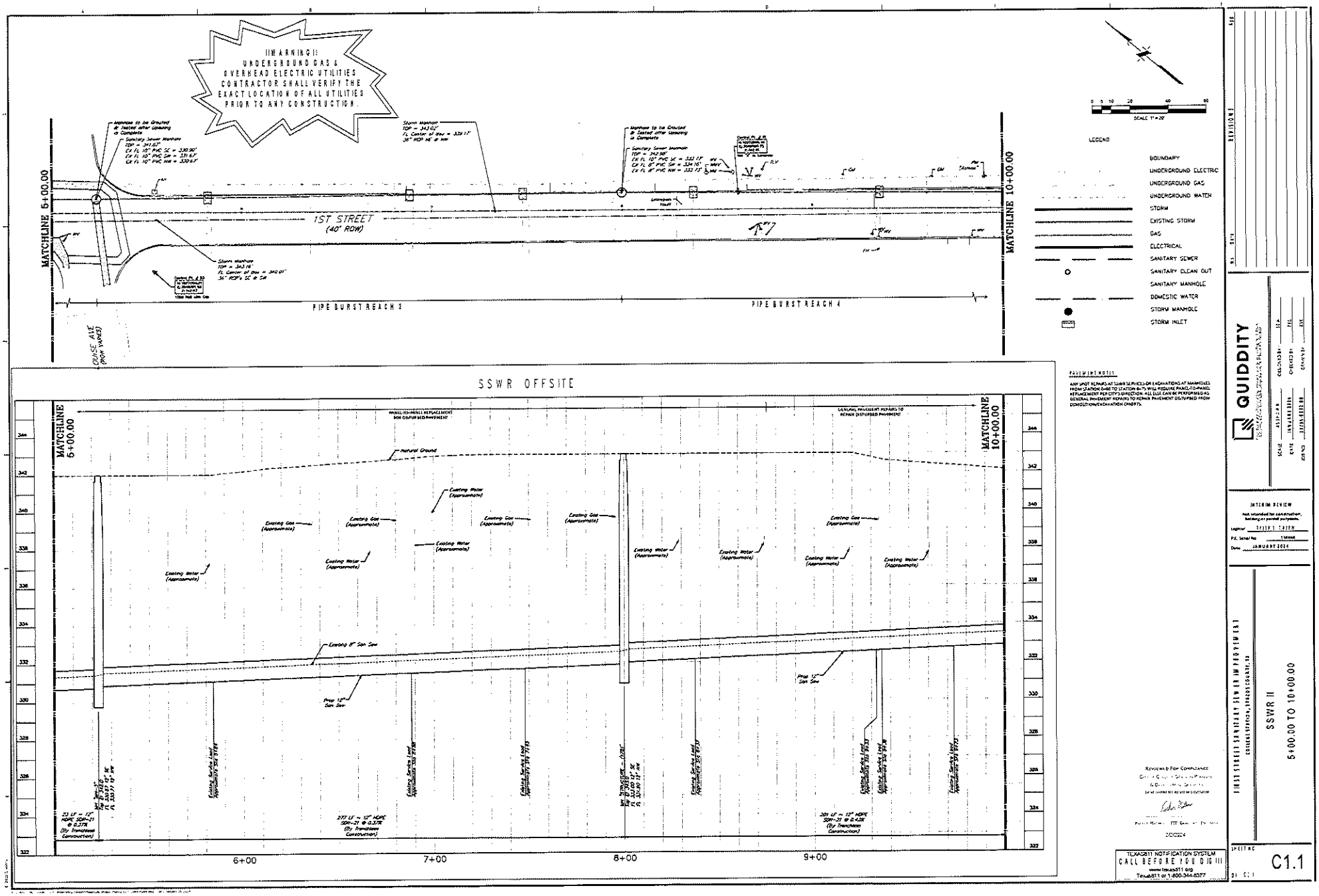
P.E. License No. 146668

Date: JANUARY 2024

FIRST STREET SANITARY SEWER IMPROVEMENT
COLLEGE STATION, BRAZOS COUNTY, TX

SSWR I
0+50.00 TO 5+00.00

SHEET NO.
C1.0


WARNING!!!
UNDERGROUND GAS &
OVERHEAD ELECTRIC UTILITIES
CONTRACTOR SHALL VERIFY THE
EXACT LOCATION OF ALL UTILITIES
PRIOR TO ANY CONSTRUCTION.
MATCHLINE 5+00.00
MATCHLINE 10+00.00
1ST STREET
(40' ROW)
PIPE BURST REACH 3
PIPE BURST REACH 4
SSWR OFFSITE
Natural Ground
Existing Water (Approximate)
Existing Gas (Approximate)
Existing 8" San Sew
Prop 12" San Sew
Prop 12" San Sew
6+00
7+00
8+00
9+00
LEGEND
BOUNDARY
UNDERGROUND ELECTRIC
UNDERGROUND GAS
UNDERGROUND WATER
STORM
EXISTING STORM
GAS
ELECTRICAL
SANITARY SEWER
SANITARY CLEAN OUT
SANITARY MANHOLE
DOMESTIC WATER
STORM MANHOLE
STORM INLET
PAVEMENT NOTES
QUIDDITY
INTERIM REVIEW
FIRST STREET SANITARY SEWER IMPROVEMENTS
SSWR II
5+00.00 TO 10+00.00
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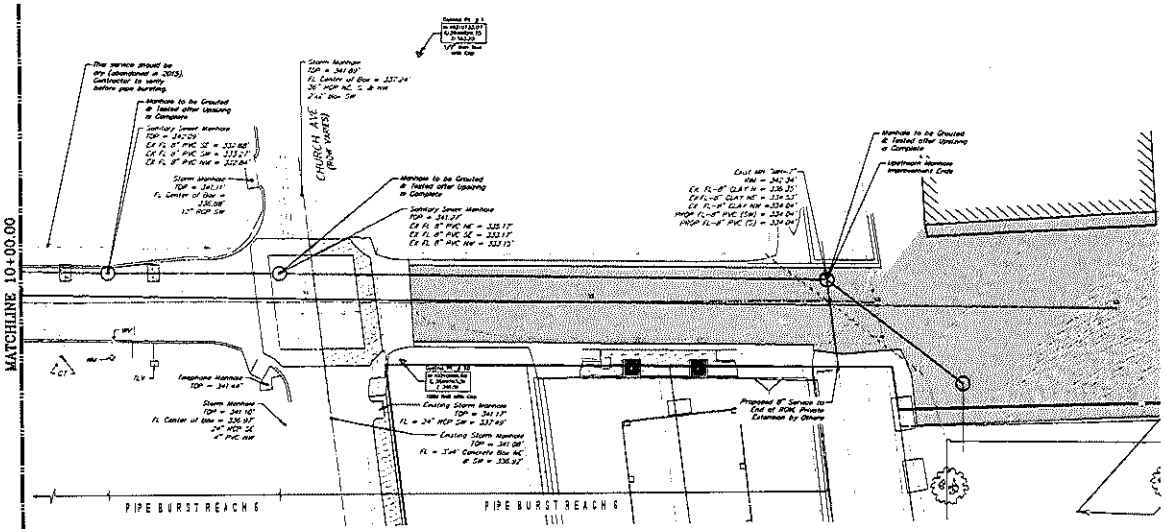

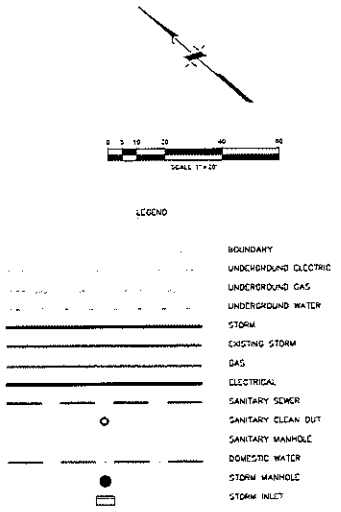

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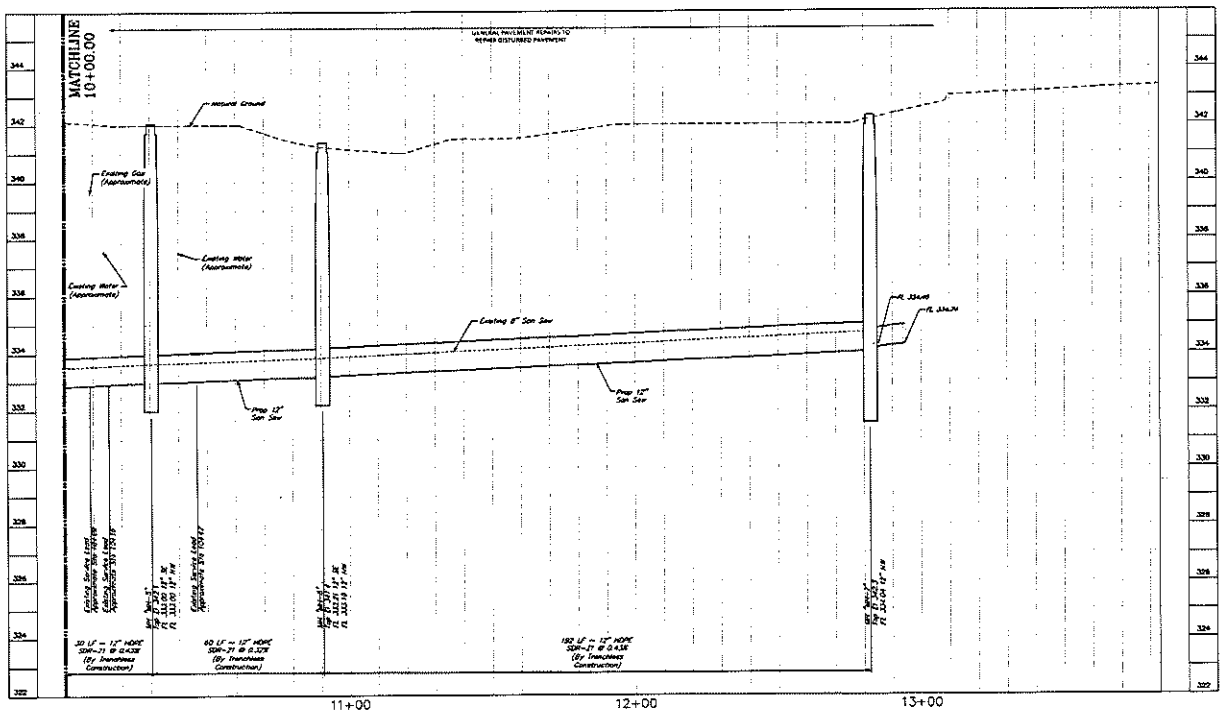

PAVEMENT NOTES

ANY SPOT REPAIRS AT JUMP SERVICES OR EXCAVATIONS AT MANHOLES FROM STATION 0+00 TO STATION 9+75 WILL REQUIRE PANEL-TO-PANEL REPLACEMENT PER CITY'S DIRECTION. ALL TIES CAN BE PERFORMED AS GENERAL PAVEMENT REPAIRS TO REPAIR PAVEMENT DISTURBED FROM DEMOLITION/EXCAVATION EFFORTS.

!!WARNING!!
UNDERGROUND GAS & OVERHEAD ELECTRIC UTILITIES. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION.

TEXAS811 NOTIFICATION SYSTEM
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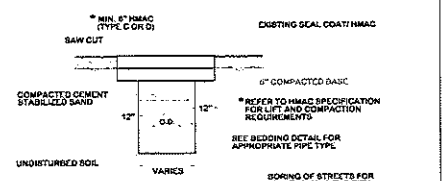
QUIDDITY

INTERIM REVIEW
Not intended for construction, bidding or permit purposes
Engineer TYLER J. GRIEN
P.E. License No. 144668
Date JANUARY 2024

FIRST STREET SANITARY SEWER IMPROVEMENTS
COLLEGE STATION, BRAZOS COUNTY, TX

SSWR III
10+00.00 TO 13+83.45

SHEET NO.: C1.2

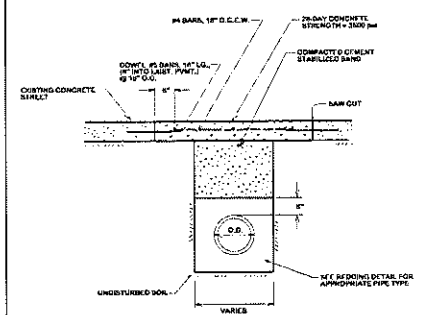


CITY OF BRYAN

OPEN CUT SEAL COAT/ OVERLAY STREET

DATE	B/CS UNIFIED STANDARD DETAIL	DETAIL NO.
FEB. 2021		ST4-01

CITY OF COLLEGE STATION

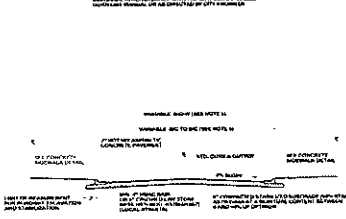


CITY OF BRYAN

OPEN CUT CONCRETE STREET

DATE	B/CS UNIFIED STANDARD DETAIL	DETAIL NO.
AUG. 2012		ST4-02

CITY OF COLLEGE STATION



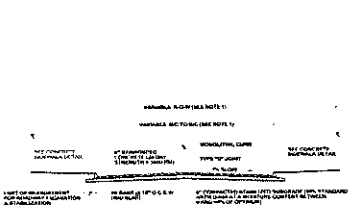
ASPHALTIC CONCRETE PAVEMENT

CITY OF BRYAN

TYPICAL STREET SECTION

DATE	B/CS UNIFIED STANDARD DETAIL	DETAIL NO.
FEB. 2021		ST4-04

CITY OF COLLEGE STATION



REINFORCED CONCRETE PAVEMENT

CITY OF BRYAN

TYPICAL STREET SECTION

DATE	B/CS UNIFIED STANDARD DETAIL	DETAIL NO.
FEB. 2021		ST4-05

CITY OF COLLEGE STATION

QUIDDITY

SCALE	
DATE	JANUARY 2024
JOB NO.	21265-000100
DESIGNED	SDS
DETAILED	TEC
DRAWN	AJC
CHECKED	

INTERIM REVIEW

Not released for construction, bidding or permit purposes.

Engineer: TYLER C. PRUETT

P.E. License No. 134940

Date: JANUARY 2024

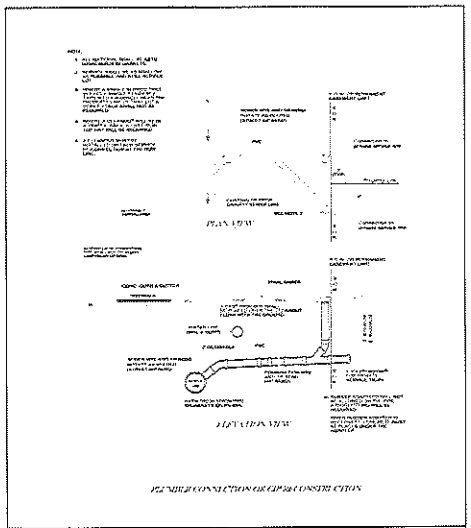
FIRST STREET SANITARY SEWER IMPROVEMENT

COLLEGE STATION, BRAZOS COUNTY, TX

STREET DETAILS

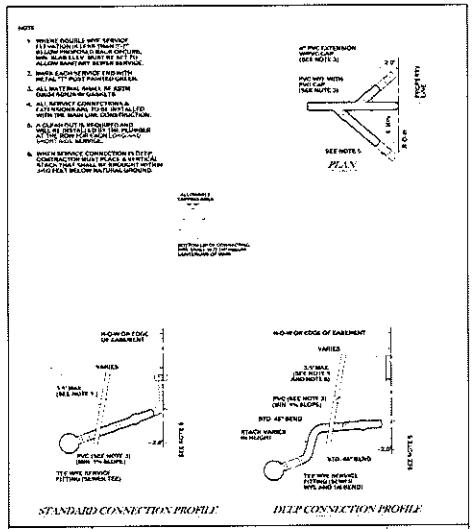
SHEET NO.

C2.0



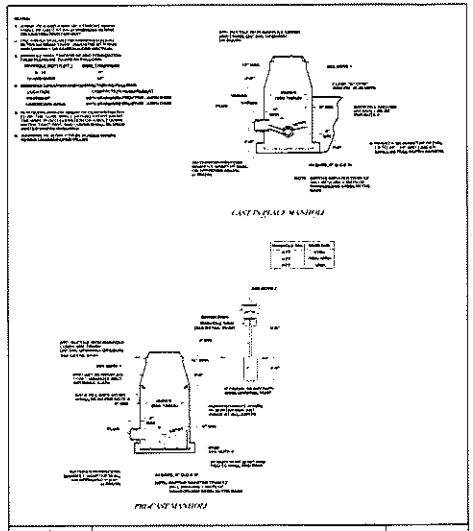
CITY OF BRYAN
STANDARD SEWER SERVICE RECONNECTION

DATE	BCS UNIFIED STANDARD DETAIL	DETAIL NO.
DECEMBER 2020		S6-01



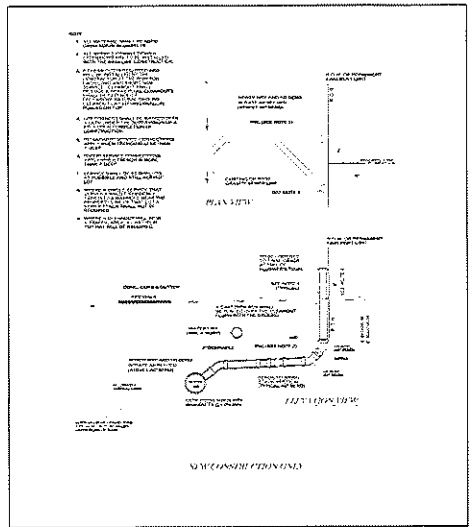
CITY OF COLLEGE STATION
SANITARY SEWER SERVICE CONNECTION

DATE	BCS UNIFIED STANDARD DETAIL	DETAIL NO.
DECEMBER 2020		S7-01



STANDARD MANHOLE

DATE	BCS UNIFIED STANDARD DETAIL	DETAIL NO.
DECEMBER 2020		S1-00



CITY OF BRYAN
STANDARD SEWER SERVICE CONNECTION

DATE	BCS UNIFIED STANDARD DETAIL	DETAIL NO.
DECEMBER 2020		S6-00

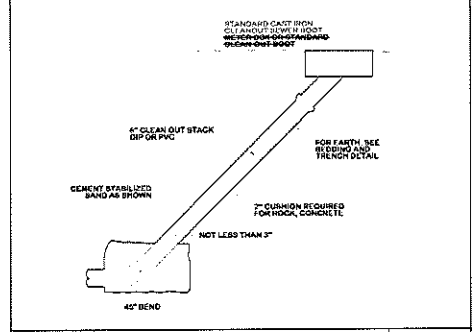
GENERAL NOTES:

ALL AREAS WHERE EXISTING VEGETATION AND GRASS COVER HAVE BEEN BARED BY CONSTRUCTION SHALL BE ADEQUATELY SLOCK SODDED OR HYDROMULCHED AND WATERED UNTIL GROWTH IS ESTABLISHED. IN DEVELOPED AREAS WHERE GRASS IS PRESENT, BLOCK SOD WILL BE REQUIRED. BARED AREAS SHALL BE SEEDED OR SODDED WITHIN 14 CALENDAR DAYS OF LAST DISTURBANCE.

APPROVED EROSION CONTROL MEASURES MUST BE INSTALLED DURING THE ENTIRE TIME THAT EARTH HAS BEEN BARED BY CONSTRUCTION AND SHALL STAY IN PLACE UNTIL ACCEPTABLE VEGETATIVE GROWTH IS ESTABLISHED AFTER CONSTRUCTION IS COMPLETE AND THEN REMOVED BY CONTRACTOR.

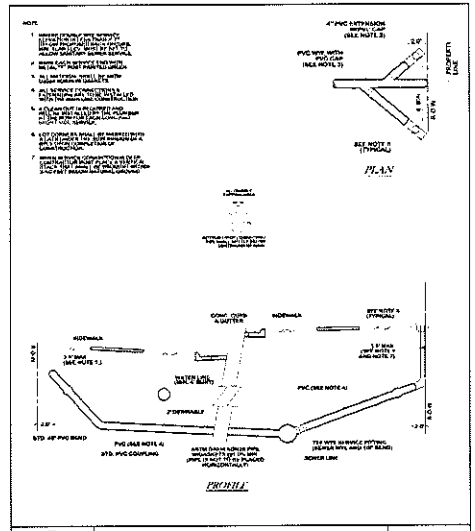
ALL EROSION CONTROL MEASURES SHOULD BE CLEANED OF SILT AFTER EVERY RAIN.

ESTABLISHMENT OF VEGETATION MAY BE A WARRANTY ITEM.



STANDARD CLEAN OUT FOR MAIN LINE

DATE	BCS UNIFIED STANDARD DETAIL	DETAIL NO.
DECEMBER 2020		S5-01



CITY OF COLLEGE STATION
SEWER SERVICE LINE CROSSING

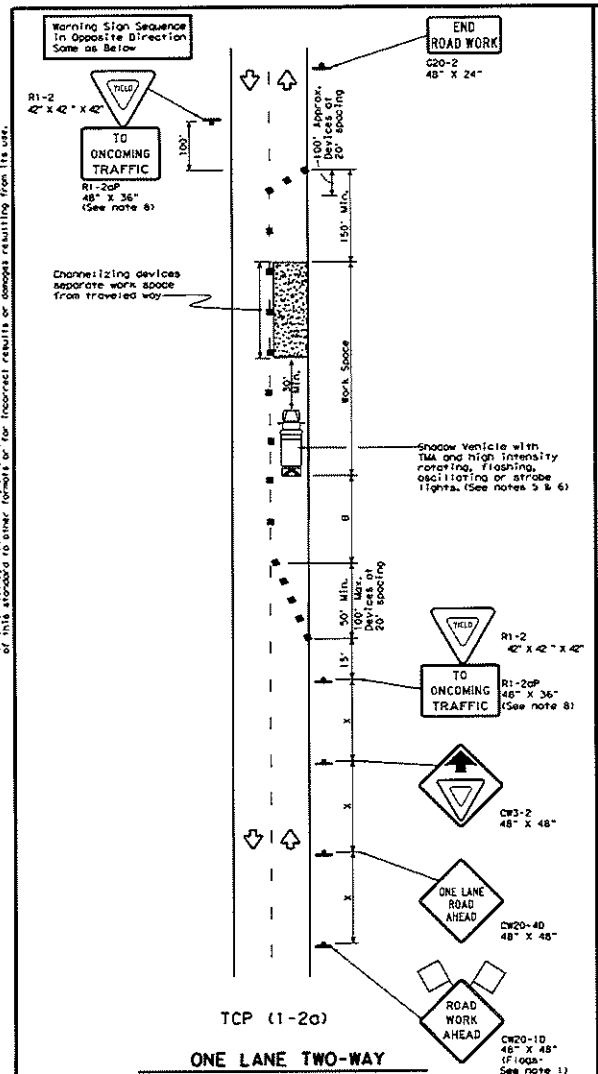
DATE	BCS UNIFIED STANDARD DETAIL	DETAIL NO.
DECEMBER 2020		S7-00

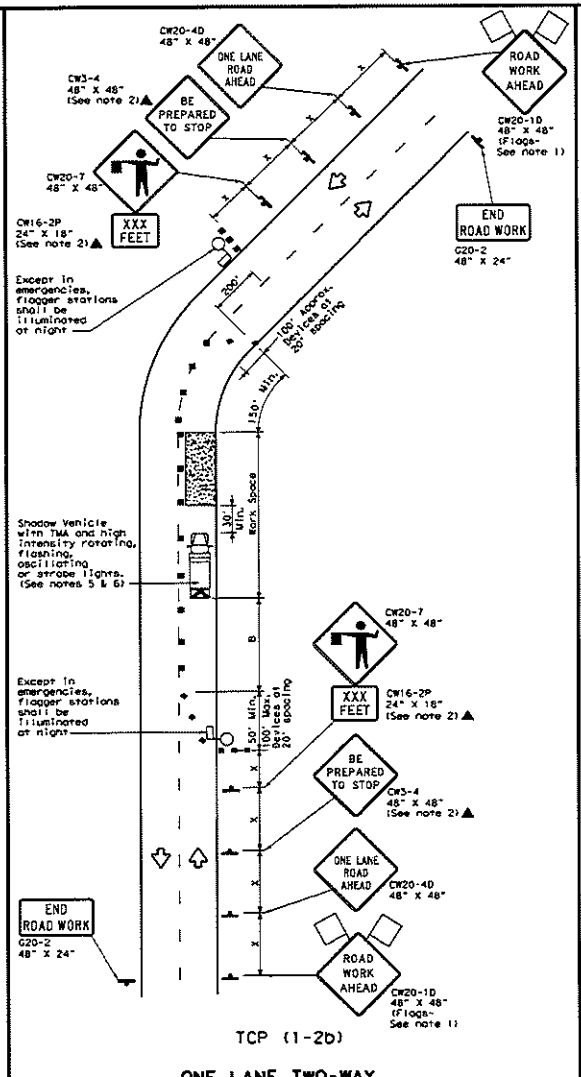
QUIDDITY

INTERIM REVIEW
Not intended for construction, bidding or permit purposes
Engineer: TYLER J. CRITES
P.E. Serial No.
Date: JANUARY 2024

SEWER DETAILS

SHEET NO.: C2.1





LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓			

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-90 4-98 2-94 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

152

QUIDDITY

INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Engineer: TYLER F. CARTER
P.E. Serial No.: 134660
Date: JANUARY 2024

FIRST STREET SANITARY SEWER IMPROVEMENTS
COLLEGE STATION, BRAZOS COUNTY, TX

TRAFFIC CONTROL PLAN DETAILS

SHEET NO. C2.1

Exhibit D
Engineer's Stamped and Sealed Estimate of Costs and Breakdown for Project and Participation Costs

QUIDDITY

PROJECT: 100 CHURCH PUBLIC INFRASTRUCTURE
SCOPE: ROW Site Improvements per Site Plan & First Street Sanitary Sewer Oversizing serving Northgate

LOCATION: College Station, TX - Northgate (South sub-area)

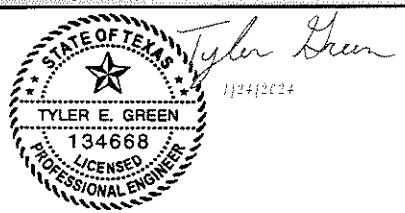
100 Church - College Station
100 Church Avenue
College Station, Texas 77840

1/13/2024

PUBLIC IMPROVEMENTS QUANTITIES

ITEM	DESCRIPTION	LOCATION	QUANTITY	UNITS	UNIT PRICE	ESTIMATE	ALLOCATION			
							DEVELOPER	%	CITY	%
Public ROW Improvement										
DEMOLITION/SITE PREPARATION IN ROW										
1	ROW, Sidewalk Demolition		1	LS	$ 21,000	$ 21,000	$ 21,000	100.0%	$ -	0.0%
2	ROW Sidewalk Preparation		1	LS	$ 13,000	$ 13,000	$ 13,000	100.0%	$ -	0.0%
3	Tree Protection in ROW		4	EA	$ 4,500	$ 18,000	$ 18,000	100.0%	$ -	0.0%
	Sub-Total: Demolition/Site Preparation			Sub-Total:		$ 52,000	$ 52,000		$ -	
GRADING/DRAINAGE IN ROW										
4	Fine Grading		4,924	SF	$ 0.25	$ 1,231	$ 1,231	100.0%	$ -	0.0%
5	Area Drain (Plantings)		13	EA	$ 500	$ 6,500	$ 6,500	100.0%	$ -	0.0%
6	Area Drain (Pavement)		11	EA	$ 500	$ 5,500	$ 5,500	100.0%	$ -	0.0%
7	Tree Underdrain		12	EA	$ 160	$ 1,920	$ 1,920	100.0%	$ -	0.0%
8	Drainage Pipe		260	LF	$ 40	$ 10,400	$ 10,400	100.0%	$ -	0.0%
	Sub-Total: Grading/Drainage			Sub-Total:		$ 25,551	$ 25,551		$ -	
HARDSCAPE IN ROW										
9	Pedestrian Pavers (Type 1)		684	SF	$ 16	$ 10,944	$ 10,944	100.0%	$ -	0.0%
10	Pedestrian Pavers (Type 2)		8,096	SF	$ 32	$ 259,072	$ 259,072	100.0%	$ -	0.0%
11	Concrete Curb (Flush)		711	LF	$ 15	$ 10,665	$ 10,665	100.0%	$ -	0.0%
12	Tree Grate		12	EA	$ 5,500	$ 66,000	$ 66,000	100.0%	$ -	0.0%
13	7" Concrete Pavement		1,070	SF	$ 8	$ 8,560	$ 8,560	100.0%	$ -	0.0%
	Sub-Total: Hardscape			Sub-Total:		$ 355,241	$ 355,241		$ -	
STREET FURNISHING/AMENITIES IN ROW										
14	Install Street Signs		8	EA	$ 300	$ 2,400	$ 2,400	100.0%		0.0%
	Sub-Total: Site Furnishing/Amenities			Sub-Total:		$ 2,400	$ 2,400		$ -	
WASTEWATER										
15	Furnish and Install 8" ASTM D-3-34 SDR 26 PVC Sanitary Sewer with Structural Backfill by Open Cut, w/ detector tape, Complete in Place. All Depths.		169	LF	$ 55	$ 8,965	$ 8,965	100.0%	$ -	0.0%
16	4' Dia. Pre-Cast Sanitary Sewer Manhole with 32" Dia. Traffic Rated Ring & Cover. Complete in Place. 8-12 foot depth.		1	EA	$ 4,500	$ 4,500	$ 4,500	100.0%	$ -	0.0%
17	Connect to Existing Sanitary Sewer Manhole		2	EA	$ 750	$ 1,500	$ 1,500	100.0%	$ -	0.0%
	Sub-Total: Wastewater			Sub-Total:		$ 14,965	$ 14,965		$ -	

DOMESTIC WATER												
18	2-inch C-900 AWWA (DR14) PVC Waterline with Bank Sand Bedding & Haunching, and Structural Backfill by Open Cut, All Depths, and testing, complete in place.		85	LF	$ 35	$ 2,975	$ 2,975	100.0%	$ -	0.0%
19	6-inch C-900 AWWA (DR14) PVC Waterline with Bank Sand Bedding & Haunching, and Structural Backfill by Open Cut, All Depths, and testing, complete in place.		48	LF	$ 46	$ 2,208	$ 2,208	100.0%	$ -	0.0%
20	8-inch C-900 AWWA (DR14) PVC Waterline with Bank Sand Bedding & Haunching, and Structural Backfill by Open Cut, All Depths, and testing, complete in place.		46	LF	$ 45	$ 2,070	$ 2,070	100.0%	$ -	0.0%
21	4" Water Meter Assembly		1	EA	$ 22,800	$ 22,800	$ 22,800	100.0%	$ -	0.0%
22	Tap Existing Water Line w/ Sleeve & Valve w/ Box		2	EA	$ 3,200	$ 6,400	$ 6,400	100.0%	$ -	0.0%
23	Tap Existing Water Line w/ Sleeve		1	EA	$ 250	$ 250	$ 250	100.0%	$ -	0.0%
	Sub-Total: Grading/Drainage			Sub-Total:		$ 36,703	$ 36,703		$ -	
	ROW Site Improvement Subtotal Total:					**$ 486,860**	**$ 486,860**	**100.0%**	**$ -**	**0.0%**
Offsite Sanitary Sewer Upsize										
1	Mobilization	Segment 1 (Red)	1	LS	$ 10,000	$ 10,000	$ 7,450	74.5%	$ 2,550	25.5%
2	Sanitary Sewer 12" Pipe burst (existing 8" with 12" DR17) (NOTE 1)	Segment 1 (Red)	703	LF	$ 295	$ 207,385	$ 154,502	74.5%	$ 52,883	25.5%
3	Street Repairs (only at Service Reconnects; NOTE 2)	Segment 1 (Red)	2160	SF	$ 20	$ 43,200	$ 32,184	74.5%	$ 11,016	25.5%
4	Sewer Tap Reconnections	Segment 1 (Red)	15	EA	$ 2,250	$ 60,000	$ 44,700	74.5%	$ 15,300	25.5%
5	Erosion Control (SW PPP)	Segment 1 (Red)	1	LS	$ 5,000	$ 5,000	$ 3,725	74.5%	$ 1,275	25.5%
6	Traffic Control	Segment 1 (Red)	1	LS	$ 15,000	$ 15,000	$ 11,175	74.5%	$ 3,825	25.5%
7	Engineering, Surveying & Permitting (Quiddity)	Segment 1 (Red)	0.60	LS	$ 12,000	$ 12,000	$ 12,000	100.0%	$ -	0.0%
8	General Conditions, General Requirements, OHP	Segment 1 (Red)	1	LS	$ 39,284	$ 39,284	$ 29,267	74.5%	$ 10,017	25.5%
9	Contingency	Segment 1 (Red)	5.0%		$ 391,869	$ 19,593	$ 19,593	100.0%	$ -	0.0%
	Sub-Total: Segment 1 (Red)			Sub-Total:		$ 411,462	$ 314,596	76.5%	$ 96,867	23.5%
10	Mobilization	Segment 2 (Brown)	1	LS	$ 10,000	$ 10,000	$ -	0.0%	$ 10,000	100.0%
11	Sanitary Sewer 12" Pipe burst (existing 8" with 12" DR17) (NOTE 1)	Segment 2 (Brown)	550	LF	$ 295	$ 162,250	$ -	0.0%	$ 162,250	100.0%
12	Street Repairs (only at Service Reconnects; NOTE 2)	Segment 2 (Brown)	720	SF	$ 20	$ 14,400	$ -	0.0%	$ 14,400	100.0%
13	Sewer Tap Reconnections	Segment 2 (Brown)	5	EA	$ 2,250	$ 11,250	$ -	0.0%	$ 11,250	100.0%
14	Erosion Control (SW PPP)	Segment 2 (Brown)	1	LS	$ 5,000	$ 5,000	$ -	0.0%	$ 5,000	100.0%
15	Traffic Control	Segment 2 (Brown)	1	LS	$ 15,000	$ 15,000	$ -	0.0%	$ 15,000	100.0%
16	Engineering, Surveying & Permitting (Quiddity)	Segment 2 (Brown)	1	LS	$ 8,000	$ 8,000	$ -	0.0%	$ 8,000	100.0%
17	General Conditions, General Requirements, OHP	Segment 2 (Brown)	1	LS	$ 25,380	$ 25,380	$ -	0.0%	$ 25,380	100.0%
18	Contingency	Segment 2 (Brown)	5.0%		$ 251,280	$ 12,564	$ 12,564	100.0%	$ -	0.0%
	Sub-Total: Segment 2 (Brown)	Segment 2 (Brown)		Sub-Total:		$ 263,844	$ 12,564	4.8%	$ 251,280	95.2%
	Offsite Sanitary Sewer (First St) Upsize Subtotal:					**$ 675,306**	**$ 327,160**		**$ 348,147**	
	Grand Total:					**$ 1,162,166**	**$ 814,020**	**70.0%**	**$ 348,147**	**30.0%**



Tyler Green

1/24/2024

Exhibit E[3]
Insurance Requirements

Throughout the term of this Agreement, Developer, Contractor, and Developer's Contractors (the Developer, Contractor, and Developer's Contractors are all collectively referred to as "Contractor"), must comply with the following:

I. Standard Insurance Policies Required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation

II. General Requirements Applicable to All Policies:

A. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
B. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit "F"; and shall be approved by the City before work begins
C. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
D. The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
E. The City will not accept "claims made" policies for Property and Casualty Coverage. City, in its sole discretion, may agree to accept "claims made" policies with sufficient tail coverage if such coverage is only commercially available as "claims made."
F. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City

III. Commercial General Liability

A. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
B. Policies shall contain an endorsement naming 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 $2,000,000.00 per occurrence for bodily injury and property damage, with an annual aggregate limit of $4,000,000.00. 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

[3] Review with your insurance provider

E. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

A. Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better rating under the current A. M. Best Key Rating Guide.
B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
C. Combined Single Limit of Liability not less than $1,000,000 per occurrence for bodily injury and property damage.
D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

A. 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 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 Subcontractors' employees. 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 insurance shall include the following terms:

1. Employer's Liability minimum limits of liability not less than $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 (if applicable), and this

Agreement, 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 contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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 contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

Exhibit F
Certificates of Insurance

Client#: 458288 DINERCOM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Betsey McAnally
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: betsey.mcanally@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Insurance Company	22730
INSURER B : Allied World National Assurance Company	10690
INSURER C : Navigators Specialty Insurance Company	36056
INSURER D : Allied World Specialty Insurance Compan	16624
INSURER E :	
INSURER F :	

INSURED
Richmond Builders, Inc.
3411 Richmond Avenue, Suite 500
Houston, TX 77046

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Ded: $50,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	60040238	03/14/2024	03/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Annual Agg	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $10,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Drive Oth Car	X	X	60001670	03/14/2024	03/14/2025	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 X RETENTION $10,000	X	X	03117578	03/14/2024	03/14/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Excess Liability	X	X	HO24EXCZ0ATGPIC	03/14/2024	03/14/2025	$5,000,000 Per Occ $5,000,000 Aggregate	

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

The General Liability, Automobile Liability and Excess Liability Policies include Additional Insured endorsements that provide additional insured status to the Certificate Holder while performing their specific job duty, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured.
(See Attached Descriptions)

CERTIFICATE HOLDER

City of College Station
City Engineer
P.O. Box 9960
College Station, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation endorsement in favor of the Certificate Holder.
30 day Notice of Cancellation with 10 days for nonpayment of premium.
Terrorism is included for General Liability and Umbrella.
Products/Completed Operations is included through statute of repose.

Additional Excess Liability Information
Insurer E: Aspen American Insurance Company - NAIC#: 43460
Eff: 03/14/2024 Exp: 03/14/2025
Policy #: CX00QK924 - Excess Liability Limit: $7.5M p/o $15M x $10M

Insurer F: Vantage Risk Specialty Insurance Company - NAIC#: 16275
Eff: 03/14/2024 Exp: 03/14/2025
Policy #: P03XC0000054220 - Excess Liability Limit: $7.5M p/o $15M x $10M

Insurer G: Scottsdale Insurance Company - NAIC#: 41297
Eff: 03/14/2024 Exp: 03/14/2025
Policy #: XLS2003852 - Excess Liability Limit: $12.5M p/o $25M x $25M

Insurer H: Endurance American Specialty Insurance Company - NAIC#: 41718
Eff: 03/14/2024 Exp: 03/14/2025
Policy #: ELD30004740703 - Excess Liability Limit: $12.5M p/o $25M x $25M

The Umbrella and Excess Liability Polices are follow form over the underlying General Liability, Auto Liability and Employment Benefits Liability, subject to policy terms and conditions.

Additional Insureds:
ASPIRE A&M II, LLC
Kennedy- Wilson Capital, a California corporation and Odyssey Reinsurance Company, a Connecticut Insurance Company, together with their respective successors, transferees and or/assigns
Aspire A&M II Holding, LLC, a Delaware limited liability company
HSRE-DC XXIX, LLC, a Delaware limited liability company
HSRE-DC XXIXA, LLC, a Delaware limited liability company

ACORD

CERTIFICATE OF LIABILITY INSURANCE Acct#: 3043040

DATE (MM/DD/YYYY)
03/15/2024

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:	
LOCKTON COMPANIES, LLC 3657 BRIARPARK DR., SUITE 700 HOUSTON, TX 77042	PHONE (A/C, No, Ext): 888-828-8365	FAX (A/C, No):
	E-MAIL ADDRESS: INSPERITYCERTS@LOCKTONAFFINITY.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Indemnity Insurance Co. of North America	43575
INSURED RICHMOND BUILDERS, INC. 3411 RICHMOND AVE STE 500 HOUSTON, TX 77046-3409	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS- ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ N	N / A		C56253592	12/16/2023	10/01/2024	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

3043040

City of College Station
City Engineer
P.O. Box 9960
College Station, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Exhibit G
Affidavit of All Bills Paid Form

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

AFFIDAVIT OF BILLS PAID

FOR PARTICIPATION AGREEMENT

Before me, the undersigned authority,_____("Affiant"), _____ (Title), of _____ ("Developer"), personally appeared being duly sworn, deposed, and states the following:

I am over 18 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts stated in it, which facts are true and correct.

The Developer pursuant to the Participation Agreement with the City of College Station, dated_____, 20_, has caused the Developer or the Developer's contractors to furnishes labor and materials to construct improvements for the_____(description of project) on the real property known as_____, (address or legal description) more particularly described in the Participation Agreement as the "Project".

To the extent Developer constructed or contracted for the construction of such improvements, the Developer or the Developer's contractors have paid each of its sub-contractors, laborers and material men in full for all labor or materials provided to Developer on the Project.

To the best of Affiant's knowledge, Developer or Developer's contractors have not received notice of any claims pending against the Project in connection with the Project.

Executed this_____day of_____, 20_.

AFFIANT:

Signature: _____

Printed Name: _____

SUBSCRIBED AND SWORN TO before me on this_____day of_____, 20_.

_____
Notary Public, State of Texas

Exhibit H[4]
Performance Bond
(Dual Obligee Form)

[4] Review bonds with your bond provider.

PERFORMANCE BOND FOR PARTICIPATION AGREEMENT
Dual Obligee Form

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

THAT WE, Richmond Builders, Inc., as Principal, (the "Contractor" and the other subscriber hereto, SureTec Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a Texas municipal corporation principally situated in Brazos County, (the "City" or "City of College Station") and Aspire A&M II, LLC, (the "Developer") (collectively the "Obligees") in the sum of One Million One Hundred Sixty Thousand Four Hundred Ninety & 00 ($1,160,490.00---) for the payment of which sum, well and truly to be made to the Obligees and their 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 ("Contract") with the Developer for 100 Church Avenue, College Station, Brazos County, Texas ("Project"), 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 or its duly authorized representative, all of which are made a part of this instrument as fully and completely as if set out in full herein.

WHEREAS, pursuant to a developer participation contract between the City and the Developer, the City will take title to the Project and has agreed to make a partial reimbursement to the Developer for the oversized portions of the Project.

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, and shall fully indemnify and save harmless the Obligees from all costs and damages which it may suffer by reason of the Contractor's default or failure to perform and shall reimburse and repay the Obligees all outlay and expense that the Obligees may incur in making good any such default or failure to perform, 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. In no event shall the liability of the Surety exceed the penal sum of this bond.

The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Developer until the expiration of thirty 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 any 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 Obligees or their 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.

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.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this Performance Bond instrument on the respective dates written below their signatures and have attached current Power of Attorney.

CONTRACTOR:

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

By: _____
Name: Mike Brown
Title: Treasurer
Date: 09-28-2024

Richmond Builders, Inc.
(Name of Contractor)

By: _____
Name: John Caltagirone
Title: President
Date: March 27, 2024

SURETY:

ATTEST/WITNESS (SEAL)

By: _____
Name: Kim Stanley
Title: Secretary
Date: _____

SureTec Insurance Company
(Full Name of Surety)
2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
(Address of Surety for Notice)

By: _____
Name: Scott D. Chapman
Title: Attorney-in-Fact
Date: _____

DEVELOPER:

THE PERFORMANCE BOND IS ACCEPTED ON BEHALF OF THE DEVELOPER:

Aspire A&M II, LLC
(Full Name of Developer)

By: _____
Name: John Caltagirone
Title: Authorized Signatory

CITY:
REVIEWED:

_____
City Attorney

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

_____
City Manager

Exhibit I
Payment Bond
(Dual Obligee Form)

PAYMENT BOND FOR PARTICIPATION AGREEMENT

Dual Obligee Form

Project No._____

TEXAS STATUTORY PAYMENT BOND	§	
	§	
THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE
	§	PRESENTS:
THE COUNTY OF BRAZOS	§	

THAT WE, Richmond Builders, Inc., as Principal, (the "Contractor") and the other subscriber hereto, SureTec Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a Texas municipal corporation principally situated in Brazos County, (the "City" or "City of College Station") and Aspire A&M II, LLC, (the "Developer") (collectively the "Obligees") in the sum of One Million One Hundred Sixty Thousand Four Hundred Ninety & 00 ($1,160,490.00--) for the payment of which sum, well and truly to be made to the Obligees and their 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 ("Contract") with the Developer for 100 Church Avenue, College Station, Brazos County, Texas ("Project"), all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City, all of which are made a part of this instrument as fully and completely as if set out in full herein.

WHEREAS, pursuant to a developer participation contract between the City and the Developer, the City will take title to the Project and has agreed to make a partial reimbursement to the Developer for the oversized portions of the Project.

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.

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.

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.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this Payment Bond instrument on the respective dates written below their signatures and have attached current Power of Attorney.

CONTRACTOR:

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

By: _____
Name: Mike Brown
Title: Treasurer
Date: 03-28-2024

Richmond Builders, Inc.
(Name of Contractor)

By: _____
Name: John Caltagirone
Title: President
Date: March 27, 2024

SURETY:

ATTEST/WITNESS (SEAL)

By: _____
Name: Kim Stanley
Title: Secretary
Date: _____

SureTec Insurance Company
(Full Name of Surety)
2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
(Address of Surety for Notice)

By: _____
Name: Scott D. Chapman
Title: Attorney-in-Fact
Date: _____

DEVELOPER:

THE PAYMENT BOND IS ACCEPTED ON BEHALF OF THE DEVELOPER:

Aspire A&M II, LLC
(Full Name of Developer)

By: _____
Name: John Caltagirone
Title: Authorized Signatory

CITY:
REVIEWED:

_____
City Attorney

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

_____
City Manager

POA# 4221830

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Elaine Lewis, Rosalyn D. Hassell, Scott D. Chapman, Kevin McQuain, Cheryl R. Colson, Misty Witt

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars ($10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 8th day of November 2021 .

SureTec Insurance Company

By: _____
Michael C. Kennig, President

Markel Insurance Company

By: _____
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 8th day of November, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7083968 COMMONWEALTH OF VIRGINIA

By: _____
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____day of_____, _____.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Richard R. Grinnan, Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221830
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE
Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

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

May 13, 2024
Item No. 9.5.
Civil Unrelated Overoccupancy for ROO

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 26, "Miscellaneous Provision and Offenses," of the Code of Ordinances by adding Sec. 26-14 Restricted Occupancy Overlay - Civil Unrelated Overoccupancy, related to overoccupancy.

Relationship to Strategic Goals:
Good Governance, Neighborhood Integrity

Recommendation(s): Staff recommends approve of this ordinance.

Summary: As requested by City Council, this ordinance amends Chapter 26 of the Code of Ordinances to add Sec. 26-14 Restricted Occupancy Overlay - Civil Unrelated Overoccupancy. The ordinance provides a tool for civil enforcement and includes definitions, administrative penalties, and notice requirements. The ordinance contains a civil violation, presumptions and defenses.

Budget & Financial Summary: The expense for enforcement is included in the General Fund Code Enforcement budget.

Attachments:
1. Ord 26-14 ROO-Civil Unrelated Overoccupancy

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 26, "MISCELLANEOUS PROVISIONS AND OFFENSES," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING CERTAIN SECTIONS RELATING TO OVER OCCUPANCY; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 26, "Miscellaneous Provisions and Offenses," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

EXHIBIT A

That Chapter 26, "Miscellaneous Provisions and Offenses," of the Code of Ordinances of the City of College Station, Texas is hereby amended by adding **Sec. 26-14 Restricted Occupancy Overlay-Civil Unrelated Overoccupancy** and is to read as follows:

Sec. 26-14 Restricted Occupancy Overlay-Civil Unrelated Overoccupancy.

A. Administrative Enforcement. The City Manager or designee may issue administrative citations and impose an administrative penalty for Unrelated Overoccupancy violations as a civil offense against any responsible person violating this section. Administrative penalties in this section are in addition to any other enforcement or remedies, including the penal provisions authorized by the Code of Ordinances. A Code Enforcement Officer or a Peace Officer has the authority to issue administrative citations or file notice of an administrative penalty with the Municipal Court for violations.

B. Non-Applicability ROO Restricted Occupancy Overlay Legacy Clause. If a single-family dwelling unit or accessory living quarter meets the ROO Restricted Occupancy Overlay Legacy clause as defined in UDO Section 5.11, as amended this section does not apply.

C. Definitions.

1. Accessory Living Quarter. Is defined in UDO Section 11 as amended.

2. Dwelling Unit means a residential unit providing complete, independent living facilities for one (1) family including permanent provisions for living, sleeping, cooking, eating, and sanitation.

3. Family means any number of persons occupying a single dwelling unit, provided that no such family shall contain more than two (2) persons, unless all members are related by blood, adoption, guardianship, or marriage, are an authorized caretaker, or are part of a group home for disabled persons. When counting the number of unrelated persons in a single dwelling unit, a maximum of one group of persons related by blood, adoption, guardianship, marriage, an authorized caretaker, or members of a group home for disabled persons shall be permitted, provided that all other persons shall each count as one unrelated person. Guardianship shall include foster children, exchange students, or those in the process of securing legal custody of a person under age 18. Any asserted common law marriage must be subject to an affidavit of record under the family code, or a judicial determination. The term "family" shall not be construed to mean a club, a lodge, or a fraternity/sorority house.

4. Responsible Persons means a property owner, property manager or agent, local contact person, person living or staying at the property, or any person in possession of the property violating Unrelated Overoccupancy regulations.

5. Restricted Occupancy Overlay or ROO. A Restricted Occupancy Overlay or ROO is defined in UDO Section 5.11 as amended.

6. Single-Family means a structure providing one (1) dwelling unit on a single lot or building plot.

7. Single-Family Dwelling means a residential unit providing complete, independent living facilities for one (1) family including permanent provisions for living, sleeping, cooking, eating and sanitation.

D. Administrative Penalty.

1. The administrative penalty is **$250 dollars** for the first violation.
2. The administrative penalty is **$350 dollar**s for the second violation.
3. The administrative penalty is **$500 dollars** for three or more violations
4. An administrative penalty may be assessed for each day a violation continues.

E. Administrative Penalty Notice. An administrative citation or notice of the administrative penalty may be served personally by issuing an administrative citation to a responsible person. The notice of administrative penalty may be served personally or by regular or certified mail.

F. Civil Violation, Presumptions and Defenses.

1. Civil Violation. It is unlawful for a responsible person to allow or have in a ROO a family of more than two unrelated persons occupying a single-family dwelling unit or accessory living quarter.

2. Unrelated Overoccupancy. Unrelated Overoccupancy is evidence showing more than two vehicles with registrations to persons having different surnames and addresses are parked on the property, on the street directly in front of the property, on either side of the street, or immediately adjacent to the property on a majority of days during any 30-day period creates a rebuttable presumption that a responsible person is violating this section.

3. Residence. Residence is evidence showing a vehicle registered to a person or registered to an immediate family member of a person that is parked on the property, on the street directly in front of the property, on either side of the street, or immediately adjacent to the property on a majority of the days during any 30-day period creates a rebuttable presumption that a person occupies a property and violating this section.

4. Affirmative Defenses. It is an affirmative defense to prosecution to an offense under this section if:

- **a.** The occupants meet the requirements for definition of family in this section and the total number of family and unrelated persons is less than two (2).
- **b.** The residence qualifies as a Group Home as defined in the UDO.
- **c.** The occupants are not residents of the single-family dwelling unit or accessory living quarter.
- **d.** The single-family dwelling unit or accessory living quarter is not in a ROO.

G. Administrative Hearing Procedures.

1. Administrative Process. The administrative adjudication process is initiated by issuing an administrative citation or notice of administrative penalty. An administrative citation or notice of administrative penalty serves as notice of administrative hearing.

2. Notice. A person is presumed to have received notice of a violation upon personal service or notice posted at the property. A person is presumed to have notice of a violation 10 business days after the notice of the administrative penalty was mailed.

3. **Administrative Citation Information.** An administrative citation or notice of administrative penalty shall include the following information:

- **a.** The nature, date, time and location of the alleged violation;
- **b.** A statement that a person charged with a civil offense under the Code of Ordinances is entitled to an administrative hearing to determine liability for the charged offense and that such right to a hearing shall be exercised by personally appearing before the Hearing Officer, within ten days from the date of the citation or receipt of notice of administrative penalty; and
- **c.** Failure to answer the administrative citation or to appear at the administrative hearing is considered an admission of liability for the violation and will result in the assessment of all penalties, civil fines, costs and fees.

4. Administrative Hearing. A person receiving an administrative citation or notice of administrative penalty under this section is entitled to an administrative hearing.

- **a.** At a hearing before a Hearing Officer, the defendant may either admit, admit with explanation, or deny the alleged violation.
- **b.** The issuing Code Enforcement Officer or Peace Officer is not required to attend the hearing.
- **c.** The City Attorney is not required to attend the hearing. However, if the defendant is represented by legal counsel, the Hearing Officer may notify the City Attorney, who shall have the right to appear on behalf of the City at the hearing.
- **d.** No formal or sworn complaint shall be necessary.

e. The Hearing Officer shall base their decision upon an examination of the contents of the citation or summons and the evidence related to the presumptions and other prima facie evidence established by this section and other applicable law, and the evidence and testimony presented by the defendant and the City.

f. If the Hearing Officer determines by a preponderance of the evidence that the defendant is liable for the violation, the Hearing Officer shall find the defendant liable.

g. At the conclusion of the hearing, the Hearing Officer shall issue an order stating whether the defendant is liable for the violation of this section and the amount, if any, of civil fines, costs or fees assessed against the defendant.

h. All orders issued by the Hearing Officer shall be filed with the Clerk of the College Station Municipal Court. All such orders shall be maintained in a separate index or file by the Municipal Court Clerk. The order may be recorded using computer printouts, or electronic or data processing techniques.

i. Failure of a defendant to appear by mail or personal appearance within the aforesaid ten-business-day period shall be considered an admission of liability for the charged offense. Such defendant shall be liable for the civil fines, costs and fees assessed by order of the Hearing Officer.

5. Hearing Officer. The City Manager or designee shall appoint one or more Hearing Officers to administratively adjudicate all violations and with having the authority to:

a. Administer oaths;

b. Accept admissions and hear and determine contests of violations under this section;

c. Issue orders enforceable by the Municipal Court compelling the attendance of witnesses and the production of documents;

d. Issue orders at administrative hearings stating whether the person charged with violating the ordinance is liable for the violation or not; and the amount of the penalty, civil fines, fees and costs assessed against the person; and

e. Dismiss citations that are found unenforceable.

6. Citation Record. The original or a copy of the citation or notice of administrative penalty, including an electronic copy, is a governmental record kept in the ordinary course of City business and is rebuttable proof of the facts it contains.

7. Service. The original and all copies of any administrative citation or notice of administrative penalty are prima facie evidence that it was issued, and service was proper.

8. Administrator Procedures. The City Manager or designee shall implement and enforce this section with necessary and consistent procedures and may file an action to collect the fine, cost, or fee in a court of competent jurisdiction.

H. Appellate Review. Any person assessed an administrative penalty under this section shall have the right to appeal the Hearing Officer's decision to the Municipal Court. A petition appealing

the decision of the Hearing Officer must be filed with the Municipal Court not later than 30 calendar days after the Hearing Officer's order is filed with the Municipal Court.

1. Appeal. A person determined by a Hearing Officer to be liable for an Unrelated Overoccupancy violation may appeal the determination by filing a petition with the Municipal Court, along with any other costs required by law for Municipal Courts not later than 30 calendar days after the Hearing Officer's order is filed with the Municipal Court.

2. Notice. Upon receipt of an appeal petition, the Municipal Court shall schedule an appeal hearing and notifying the City Attorney and all parties of the date, time, and location of the hearing.

3. Review. The appeal hearing shall be a de novo review by the Municipal Judge. Based upon the evidence presented at the appeal hearing and if the Judge determines by a preponderance of the evidence that the defendant committed the violation, the Judge shall find the defendant liable.

4. Bond. Service of notice of appeal under this section does not stay the enforcement and collection of any order of a Hearing Officer, unless the person filing the appeal posts with the Municipal Court an appeal bond in an amount equal to all civil fines, costs and fees assessed by the Hearing Officer.

May 13, 2024
Item No. 9.6.
Program Year 2023 Annual Action Plan Substantial Amendment

Sponsor: Raney Whitwell, Community Development Analyst

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution regarding a substantial amendment to the Program Year 2023 Annual Action Plan to reprogram $664,727 of Community Development Block Grant funds to Rental Housing Rehabilitation for the acquisition of housing units to be used as affordable rental housing.

Relationship to Strategic Goals:
Core Services & Infrastructure, Neighborhood Integrity

Recommendation(s): Staff recommends the adoption of a resolution approving one (1) substantial amendment to the Program Year 2023 Annual Action Plan to reprogram additional grant funding to Rental Housing Rehabilitation.

Summary: Following the recent cancelation of the contract with Habitat for Humanity, staff has determined it imperative to reallocate funds towards Rental Housing Rehabilitation. This decision is driven by the necessity to adhere to the timeliness requirement of the Community Development Block Grant, which mandates the expenditure of current grant funding by July 2024. Failure to comply with this mandate may lead to potential reductions in future Community Development Block Grant funding. Moreover, College Station is currently experiencing a shortage of affordable rental units. By prioritizing Rental Housing Rehabilitation, we aim to address this issue and facilitate access to the rental market for families who would otherwise face barriers in College Station.

The substantial amendment includes reprogramming Community Development Block Grant funds as follows:

Project	Amendment
Rental Housing Construction	($67,512)
Public Facilities	($110,510)
Owner Housing Construction	($486,705)
Rental Housing Rehabilitation	$664,727

A 30-day public review and comment period began April 9, 2024, and ended May 9, 2024. The amendment was available to be viewed on the City of College Station website Community Development Publication page. Citizens could submit comments by mail, email, or by phone.

Budget & Financial Summary: Funds available in the FY2024 Community Development Budget.

Attachments:
1. Resolution- 2023 Action Plan Substantial Amendment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS APPROVING SUBSTANTIAL AMENDMENT #1 OF THE 2023 ANNUAL ACTION PLAN TO REPROGRAM $664,727 OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO COMMUNITY DEVELOPMENT BLOCK GRANT RENTAL HOUSING REHABILITATION FOR THE ACQUISITION OF HOUSING UNITS TO BE USED AS AFFORDABLE RENTAL HOUSING. FUNDS WILL BE MOVED AS FOLLOWS; $67,512 FROM COMMUNITY DEVELOPMENT BLOCK GRANT RENTAL HOUSING CONSTRUCTION TO COMMUNITY DEVELOPMENT BLOCK GRANT RENTAL HOUSING REHABILITATION; $110,510 FROM COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC FACILITIES TO COMMUNITY DEVELOPMENT BLOCK GRANT RENTAL HOUSING REHABILITATION; AND $486,705 FROM COMMUNITY DEVELOPMENT BLOCK GRANT OWNER HOUSING-CONSTRUCTION TO COMMUNITY DEVELOPMENT BLOCK GRANT RENTAL HOUSING REHABILITATION FOR A TOTAL OF $664,727.

WHEREAS, the City of College Station, Texas, has a Five-Year Consolidated Plan that has been approved by City and HUD that guides the development of the annual Action Plan and Budget; and

WHEREAS, the City of College Station, Texas has an established Community Development Program Under Chapter 373 of the Texas Local Government Code that (1) identifies areas of the City with concentrations of low- and moderate-income persons; (2) establishes areas in which program activities are proposed; (3) provides a plan under which citizens may publicly comment on activities; and (4) requires public hearings on program activities; and

WHEREAS, the City of College Station has prepared Substantial Amendment #1 of the 2023 Action Plan that (1) moves $67,512 from Community Development Block Grant Rental Housing Construction to Community Development Block Grant Rental Housing Rehabilitation; (2) moves $110,510 from Community Development Block Grant Public Facilities to Community Development Block Grant Rental Housing Rehabilitation; (3) moves $486,705 from Community Development Block Grant Owner Housing-Construction to Community Development Block Grant Rental Housing Rehabilitation for a total of $664,727; and

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of Substantial Amendment #1 of the 2023 Action Plan; and

WHEREAS, the City of College Station acknowledges that the adoption of Substantial Amendment #1 of the 2023 Annual Action Plan is in the best interest of the City; now, therefore,

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

PART 1: That the City Council hereby approves Substantial Amendment #1 of the 2023 Annual Action Plan that (1) moves $67,512 from Community Development Block Grant Rental Housing Construction to Community Development Block Grant Rental Housing Rehabilitation; (2) moves $110,510 from Community Development Block Grant Public Facilities to Community Development Block Grant Rental Housing Rehabilitation; (3) moves $486,705 from Community Development Block Grant Owner Housing-Construction to Community Development Block Grant Rental Housing Rehabilitation for a total of $664,727.

PART 2: That the City Council hereby designates and authorizes and the City Manager to sign all required applications, certifications, evaluations and other forms required by HUD for Substantial Amendment #1 of the 2023 Annual Action Plan.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____ 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

May 13, 2024
Item No. 9.7.

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the adoption of program guidelines for an Acquisition, Rehabilitation, and Disposition program to create income-restricted rental units.

Relationship to Strategic Goals:
Good governance, Financial Sustainability, Core Services & Infrastructure, Neighborhood Integrity, Diverse & Growing Economy

Recommendation(s): Staff recommends adoption of the Acquisition, Rehabilitation, and Disposition program guidelines.

Summary: The Acquisition, Rehabilitation, and Disposition (ARD) program guidelines will allow staff to identify properties to be acquired using Community Development Block Grant and/or HOME Investment Partnership Program grant funds. Properties could be single-family homes, duplexes, or multifamily properties. The intent is to identify properties that are in need of rehabilitation in order to improve the condition. Guidelines include property standards that will meet or exceed existing codes and provide a safe and energy-efficient dwelling for an income-restricted household.

Staff will complete needed rehabilitation and convey the move-in ready property to a non-profit housing partner to maintain as an affordable rental unit. The non-profit partner will be selected through a Request for Proposal process that will include the respondent's equity stake as a major factor in the ranking criteria. Property will be encumbered with a land use restriction agreement that will ensure affordability for a minimum of 15 years.

Budget & Financial Summary:

Attachments:
1. Acquistion Rehabilitation Disposition Guidelines

CITY OF COLLEGE STATION

ACQUISITION, REHABILITATION, DISPOSITION PROGRAM

PROGRAM GUIDELINES

Unless herein stated otherwise, the requirements contained in 24 CFR Part 92 (Home Investment Partnerships Program) and/or 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established an Acquisition, Rehabilitation, Disposition Program (ARD) funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and/or Home Investment Partnerships Program (HOME) for the purpose of developing affordable rental housing units. Additionally, the city may utilize other appropriate local, state, or federal resources that may become available.

The ARD is designed to combine various financial resources necessary to acquire and rehabilitate safe, energy-efficient, and affordable rental housing units for conveyance to non-profit housing providers through a request for proposal process. The City's Community Development staff will identify dwelling units in conservable or substandard condition that will benefit from rehabilitation to preserve and enhance neighborhood quality and integrity. In addition, the city seeks to impede the acceleration of slum and blighting influences through this activity.

Eligible project activities will comply with the respective program requirements published in the U.S. Code of Federal Regulations (CFR), as it may be modified over time. The basic goals of this Program are to preserve housing and increase the supply of affordable, decent, safe, and sanitary housing available to qualified low-to-moderate income renter households.

This program is available on a City-wide basis and is limited to only those properties located within the municipal boundaries of the City. Properties that lie partially within the City limits may be considered on a case-by-case basis.

B. DESIGNATED AUTHORITY

Administrative authority for implementation of this Program will rest with the City Manager Office or their designee. The Community Development office will serve as the designated office for approval of contractual agreements and budget changes as needed to accomplish project completion, in accordance with Council-approved procedures.

The Director of Community Services (Director) will be responsible for authorizing the amount of grant funds to be made available to the project in accordance with the implementing procedures. This determination will be based upon evaluation of the costs to be incurred by providing the program.

The Director will also be responsible for approval of agency identified through a request for proposal process based on ranking criteria the prioritizes agency capacity to carry out desired benefit to eligible populations.

C. PROGRAM IMPLEMENTATION PROCESS

Steps in implementing the Program will be as follows:

1. Properties will be identified by staff, with assistance from Land Agents, that are in conservable or substandard condition. The cost will be at or below median home sales prices for previously owned homes and consistent with the appraised value unless there is clear justification for meeting a public purpose.

2. Program staff will make every effort, while crafting a plan for the home rehabilitation, to incorporate the City's most current Green Building Standards into the project scope. Any incentives offered from federal, state, or local agencies for conformance with Green Build Standards shall be accessed by the program as appropriate and when applicable.

3. Once the rehabilitation plan has been completed, and any other City required approvals have been accomplished, program staff will place the project out for bid to approved contractors in compliance with the City's procurement and process regulations. Prior to bid, program staff will prepare a construction estimate by which to compare submitted bid amounts. Should submitted bids prove to be more than 10% of the construction estimate, the city will have the option to reject all bids and re-bid the project or select the lowest responsible bidder (if program staff deems the lowest responsible bid reasonable within the project estimate). The city will then execute a construction contract with the lowest responsible bidder (Contractor).

4. Upon completion of rehabilitation activities, a Request for Proposal will be developed for the disposition of the specific property. The RFP respondent's equity stake will be a major factor in the ranking criteria and award of the property.

5. The land will be conveyed through a Land Transfer Agreement. The non-profit organization will be required to maintain the rental housing unit(s) as an affordable rental unit(s) for a minimum of 15 years. The non-profit organization will be

responsible for determining eligibility of the household and ensuring compliance with federal requirements identified in the agreement.

E. ELIGIBLE PROPERTY CRITERIA

1. Location: The Program will be implemented on a City-wide basis within the corporate limits of the City of College Station. Properties that lie partially within the corporate limits will be considered on a case-by-case basis. However, program preference will rest with properties wholly in the City.

2. Property Type: Eligible properties must be improved, single-family or multi-family residential lots, which are:

    a. Conservable or substandard condition but structurally sound, and

    b. Have all utility service connections available to the property.

3. All eligible properties, following rehabilitation with HOME funds, shall not exceed the HOME Program limits prescribed in 24 CFR § 92.254(a)(2)(iii).

G. FEASIBILITY OF REHABILITATION

Property eligible for Program will meet the following requirements:

1. Feasibility of rehabilitation of property to minimum program standards will be made following a detailed inspection of the property by program staff. This inspection includes completing a list of deficiencies which must be corrected to bring the structure into compliance with HUD requirements and all applicable City of College Station codes and expectations.

2. Feasibility of rehabilitating structures under established program limits will be determined by an assessment of the following two criteria:

    c. The estimate of costs needed for all required repairs and renovations must fall within program limits.

    d. For all required renovations, rehabilitation costs shall not exceed 75% of the total estimated post-rehabilitation value for the structure.

3. Property will be inspected by Program staff to ensure minimum housing standards are met. Rehabilitation will ensure at a minimum:

- HVAC of no less than the minimum SEER rating established every six years by the US Department of Energy for our region. HVAC system should be replaced if the equipment is more than halfway through the warranty period, if the warranty does not transfer to the new owner, or unless the system is in well-maintained condition.
- Water heating system is not more than three (3) years out from the water heater warranty termination period (to include an expansion tank where required for tank type water heaters). Water heaters must be installed in a drain pan (where required) with the drain exiting to the exterior of the house. Temperature and pressure (T&P) relief valve shall be properly routed to the exterior of the house, but if that is not possible, an automatic water shut off valve device shall be installed as per manufacturers requirements. T&P valve shall be replaced on a water heater if there are signs of corrosion or damage.
- Plumbing systems shall be in good working order with no leaking of plumbing valves, stops, pipes, joints, or fixtures. Drainpipes shall be clear of all obstructions and exhibit no blockages or slow draining.
- Electrical system hazards and/or deficiencies shall be corrected in accordance with the currently adopted National Electric Code and amendments. All electrical outlets, switches, devices, fixtures, equipment, and appliances shall operate as designed and shall be replaced or repaired by seller if inoperable (unless the item is not being sold with the home).
- Foundation shall be in good condition with no structural discrepancies for the loads being imposed on it and exhibits good performance of forces caused by surrounding heaving and shrinking soil conditions. If foundation is post-tension reinforced, the capped ends shall be grouted to prevent rust and corrosion leading to future failure and cables must be trimmed back to the tension capping devise inside the concrete edge.
- Flooring shall be in good condition, or a condition requiring minimal repair or cleaning for habitation.
- Millwork and trim shall be in good condition.
- Interior doors shall be in good condition and operate correctly in their frames.
- Walls and ceilings shall exhibit minimal damage/repair patching to include consistent texturing.
- Structure shall have at least one location for broadband/cable/satellite/telecom connectivity.
- Roofs replaced ten (10) years prior to sale shall be negotiated with the seller if their warranty coverage will not transfer at sale. All penetrations through roof shall be well sealed with appropriate flashings, storm collars, pipes and caps, and all valley, edge and step flashings shall be in good condition.
- Exterior windows and doors shall be in good working order and in such condition that will be a safe environmental barrier from exterior weather conditions.

- Rain gutters with leaf guards, downspouts and splash blocks/underground drain piping shall be installed where drainage must move away from the foundation.
- Exterior siding, trim and masonry veneer shall be in good condition with minimal weather damage or evidence of foundation movement.
- There shall be no evidence of insect or vermin infestation.
- All vegetation shall be trimmed away for the exterior envelope.
- Site shall be graded and sloped in a manner to move rainwater quickly and efficiently away from the structure and other structural improvements.

4. Manufactured Housing: Manufactured housing units are not eligible for program assistance.

K. FINAL INSPECTION - CERTIFICATE OF OCCUPANCY

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the unit meets all City of College Station and HUD requirements. Final payment will not be made until the City of College Station has issued a Certificate of Occupancy for the renovated unit and all items identified in a punch list have been corrected. The Certificate of Occupancy will serve as evidence to HUD of the City's determination that the renovated structure is no longer substandard, but has become code compliant and a decent, safe, and sanitary dwelling.

May 13, 2024
Item No. 12.1.
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: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, 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, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None