# College Station, TX

**Meeting Agenda**
**City Council**
**1101 Texas Ave, College Station, TX 77840**
**Internet: www.microsoft.com/microsoft-teams/join-a-meeting**
**Meeting ID: 287 987 474 175 | Passcode: gZw5cS**
**Phone: 469-480-7460 | Phone Conference: 168 564 318#**

| April 24, 2025 | 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. The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
c. Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.

2.2. **Real Estate {Gov't Code Section 551.072};**
Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:
a. Approximately 8 acres of land located at 1508 Harvey Road.
b. Approximately 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

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

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

2.4. **Economic Incentive Negotiations {Gov't Code Section 551.087};**
Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:
a. Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.
b. Economic development agreement with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.
c. Economic development agreement for a development generally located at the intersection of Raymond Stotzer Parkway and State Highway 47.
d. Economic development agreement with Corinth Group, Inc.
e. Economic Development agreement for a development generally located in 3100 block of Harvey Road.

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

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

Speaker Protocol

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

**5. Presentation - Proclamations, Awards, and Recognitions.**

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

Sponsors: Ross Brady

Attachments:
1. Certificate of Recognition - Campbell Gattis
2. Certificate of Recognition - Grant Hockenberry

5.2. Presentation recognizing the graduates of the 28th Class of the City of College Station's Citizens University Program.
Sponsors: Taitelyn Morris
Attachments: 1. 25 Citizen University Proclamation

5.3. Presentation proclaiming May 2025 as National Bike Month.
Sponsors: Carl Ahrens
Attachments: 1. 25 National Bike Month Proclamation

5.4. Presentation recognizing Brison Park as a Lone Star Legacy Park.
Sponsors: Kelsey Heiden
Attachments: 1. 25 Brison Park Proclamation

## 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 10, 2025 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM041025 DRAFT Minutes

7.2. Presentation, discussion, and possible action on the purchase of control panels for Northwest Substation from Control Panels USA, Inc. for $289,056.
Sponsors: Timothy Crabb
Attachments: 1. NW Substation - Contract 25300395 - Control Panels USA Inc

7.3. Presentation, discussion, and possible action on a contract award for Electric Overhead Distribution Construction to Sterling Global Industries, LLC, not to exceed $373,405.88.
Sponsors: Timothy Crabb
Attachments: 1. 25300380 Sterling Global

7.4. Presentation, discussion, and possible action on a renewal of the Annual Price Agreement for Concrete Curb, Gutter, and Flatwork installation with Larry Young Paving, Inc., not to exceed $4,400,000.
Sponsors: Emily Fisher
Attachments: 1. Renewal Acceptance
2. Tabulation 24-022

7.5. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Maroon Dumpsters, LLC for the collection of recyclables from commercial and multifamily locations.
Sponsors: Emily Fisher
Attachments: 1. Maroon Dumpsters Franchise Agreement

7.6. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Bryan Iron and Metal, Ltd. DBA Texas Commercial Waste (TCW), for the collection of recyclables from commercial and multifamily locations.

Sponsors: Emily Fisher

Attachments: 1. TCW Franchise Agreement

7.7. Presentation, discussion, and possible action ratifying a Change Order to a contract with RESA Service, LLC for an increase of $94,983 for a new contract total of $325,678; for additional unforeseen tasks associated with the refurbishment of an existing CSU substation transformer to be installed at the Northwest Substation.

Sponsors: Timothy Crabb

Attachments: 1. 25300130C01 Change Order 1 RESA Service

7.8. Presentation, discussion, and possible action on the rejection of the bid received and cancellation of Invitation to Bid (ITB) 25-051 for the construction of a firewall at Southwood Valley Substation.

Sponsors: Timothy Crabb

Attachments: 1. 25-051 Bid Tabulation

7.9. Presentation, discussion, and possible action on the second reading of an ordinance approving a five (5) year residential recycling collection franchise agreement and general service agreement in the amount of $7,870,060.50 with Brannon Industrial Group, LLC, DBA BVR Waste and Recycling.

Sponsors: Emily Fisher

Attachments: 1. BVR Recycling Franchise and General Service Agreement
2. RFP NO. 25-021 - Brannon Industrial Group

7.10. Presentation, discussion, and possible action on the First Amendment to the Funding Agreement with Greater Brazos Partnership for services related to Plug and Play.

Sponsors: Michael Ostrowski

Attachments: 1. First Amendment to GBP Funding Agreement for Plug and Play

7.11. Presentation, discussion, and possible action regarding the Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City athletic leagues, programs, and tournaments for an amount not to exceed $125,000 per year.

Sponsors: Gene Ballew

Attachments: 1. 25300416 BVSUA Agreement (CC 4.24.25)

## 8. Workshop Agenda.

8.1. Presentation, discussion, and possible action regarding the City's detention pond standards.

Sponsors: Erika Bridges

Attachments: None

8.2. Presentation, discussion, and possible action regarding neighborhood parking.

Sponsors: Jennifer Prochazka

Attachments: None

8.3. Presentation, discussion, and possible action regarding legislative engagement efforts.

Sponsors: Ross Brady

Attachments: 1. Resolution No. 01-09-25-7.1 -- Resolution-Legislative Action Plan

## 9. Regular Agenda.

9.1. Presentation, discussion, and possible action on approval of Amendment No. 2 to the Construction Manager at Risk (CMAR) contract with Lott Brothers Construction Company, Ltd., accepting the Guaranteed Maximum Price (GMP) of $12,364,293 for building construction, site utilities, dry utilities, and paving work for the Fire Station #7 project, plus the City's contingency in the amount of $1,112,786.37 for a total appropriation of $13,477,079.37 and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Sponsors: Jennifer Cain

Attachments:
1. FIre Station #7 Project Location Map
2. Fire Station #7_Lott Brothers_GMP No. 2_24300545Amd2
3. Fire Station #7 Construction DRR

9.2. Presentation, discussion, and possible action regarding a resolution creating a Baseball Field Design Committee.

Sponsors: Kelsey Heiden

Attachments:
1. Baseball Design Com Resolution

9.3. Presentation, discussion, and possible action regarding a resolution creating a Recreation Center Planning Committee.

Sponsors: Kelsey Heiden

Attachments:
1. Rec Center Com Resolution

**10. Items of Community Interest and Council Calendar.**

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

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

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

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

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

**13. Adjourn.**

The City Council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

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 April 17, 2025 at 5:00 p.m.



City Secretary

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

**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."**

**April 24, 2025**
**Item No. 5.1.**
**Recognizing the outgoing representatives of the Texas A&M Student Government Association**

**Sponsor:** Ross Brady, Chief of Staff

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation recognizing the outgoing representatives of the Texas A&M Student Government Association.

**Relationship to Strategic Goals:**
Good Governance

**Recommendation(s):**

**Summary:**

**Budget & Financial Summary:**

**Attachments:**
1. Certificate of Recognition - Campbell Gattis
2. Certificate of Recognition - Grant Hockenberry

# CERTIFICATE

## of Recognition

This certificate is awarded to

Campbell Gattis

for her outstanding service, tireless effort, and insightful discourse while representing the Student Government Association of Texas A&M University.

THEREFORE, I, John P. Nichols, Mayor of the City of College Station award this Certificate of Recognition on this the 24th day of April 2025.

John P. Nichols, Mayor

# CERTIFICATE

## of Recognition

This certificate is awarded to

**Grant Hockenberry**

for his outstanding service, tireless effort, and insightful discourse while representing the Student Government Association of Texas A&M University.

THEREFORE, I, John P. Nichols, Mayor of the City of College Station award this Certificate of Recognition on this the 24th day of April 2025.

John P. Nichols, Mayor

**April 24, 2025**
**Item No. 5.2.**
**College Station's Citizens University Program Recognition**

**Sponsor:** Taitelyn Morris, Neighborhood & Community Relations Coordinator

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation recognizing the graduates of the 28th Class of the City of College Station's Citizens University Program.

**Relationship to Strategic Goals:**
- Good Governance

**Recommendation(s):** Recognize our graduates.

**Summary:** Citizens University has been a long-standing program offered by the City of College Station to offer candidates an inside look at the operations of City services and empowered residents to become active participants in our community. The proclamation recognizes the 2025 graduates from the City of College Station's Citizens University Program.

**Budget & Financial Summary:** None.

**Attachments:**
1. 25 Citizen University Proclamation

# Proclamation

**WHEREAS**, Citizens University has been a long-standing program offered by the City of College Station since 1996 to offer candidates an inside look at the operations of City services and empowered residents to become active participants in our community; and

**WHEREAS**, Candidates of Citizens University dedicated their time to learn more about the City and have demonstrated exceptional commitment, dedication, and enthusiasm in their pursuit of civic education and community betterment; and

**WHEREAS**, the following individuals have completed all requirements of graduation from the 28th Class of the City of College Station's Citizens University Program: James Banks, Kathy Banks, Melissa Bauman, Sabryna Brown, Lisa Cantu, Valen Cepak, Demetris Collier, Colin DeWitt, Bailey DiStefano, Nallely Galvan, Marianne Hassman, Dorothy Hernandez, Jordana Koch, Rhonda Kogut, Sherry McKenzie, Carrie Siatunuu, Wilbens Siguineau, Sue Stanton, Rusty Surette, Cody Walston, Hollie Walston; and Pey Zeigler; and

**WHEREAS**, these graduates, equipped with newfound knowledge and skills, are poised to contribute meaningfully to the progress and prosperity of our beloved city.

**NOW, THEREFORE BE IT RESOLVED**, that I, John P. Nichols, as Mayor of the City of College Station proclaims that this, the 28th Class of Citizens University, be recognized for their accomplishments and let it be known that the City of College Station honors and celebrates the graduating class of Citizens University.

**IN WITNESS THEREOF, I** have hereunto set my hand and caused the SEAL of the City of College Station, Texas to be affixed this 24th day of April 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

*Proclaimed this 24th day of April, 2025*

**April 24, 2025**
**Item No. 5.3.**
**National Bike Month Proclamation**

**Sponsor:** Carl Ahrens, Staff Planner

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation proclaiming May 2025 as National Bike Month.

**Relationship to Strategic Goals:**

**Recommendation(s):**

**Summary:**

**Budget & Financial Summary:**

**Attachments:**

1. 25 National Bike Month Proclamation

# *Proclamation*

**WHEREAS,** throughout the month of May, College Station will celebrate the joy, wellbeing, and freedom that bicycling inspires with a Cycle with Council event on May 3rd, National Bike to Work Week May 12th-18th, National Bike to Work Day on May 16th, National Ride a Bike Day on May 4th; and

**WHEREAS,** riding a bicycle is an environmentally sound form of transportation and an excellent form of recreation; and

**WHEREAS,** bicycle-friendliness contributes to the overall health, traffic safety, quality of life, economic vitality, community spirit, pollution and congestion reduction, and infrastructure longevity of our community; and

**WHEREAS,** the education of bicyclists and motorists as to the legal and safe operation of bicycles is important to ensure the safety and comfort of all road users; and

**WHEREAS,** College Station is nationally recognized as a Bronze Level Bicycle Friendly Community, as designated by the League of American Bicyclists, reflecting our commitment to a multimodal mobility system that serves all user types; and

**WHEREAS,** College Station will be the finish line for the thousands of cyclists participating in the 2025 Texas MS 150 bike ride from Houston and Austin on April 26th and 27th, the largest fundraising cycling series in the world and largest multiple sclerosis fundraising event in the country;

**NOW, THEREFORE, I,** John Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim May 2025 as

## *National Bike Month*

And encourage all citizens to try bicycling as a sensible mode of transportation and recreation and urge all road users to share the road safely with bicyclists.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 24th Day of April 2025.

John Nichols
Mayor

Attest:

Tanya Smith
City Secretary

**April 24, 2025**
**Item No. 5.4.**
**Recognition: Brison Park as a Lone Star Legacy Park**

**Sponsor:** Kelsey Heiden

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation recognizing Brison Park as a Lone Star Legacy Park.

**Relationship to Strategic Goals:**

**Recommendation(s):** N/A

**Summary:**

The Texas Recreation and Park Society (TRAPS) officially designated Brison Park as Lone Star Legacy Park at the annual conference on Thursday, February 27th

A Lone Star Legacy Park is classified as a park that holds special prominence in the local community and the state of Texas. To qualify for consideration, the park must have endured the test of time and become iconic to those who have visited, played and rested on its grounds. Nominated parks must be a minimum of 50 years old and meet the following criteria:

- The property represents distinctive design and/or construction.
- The park is associated with historic events or sites.
- The park is associated with events specific to the local community/state.
- The park is home to unique natural features.

As part of College Park – the first off-campus residential area created for Texas A&M faculty – Brison Park was initially developed in 1921 by the Southside Development Company as Dexter Park. Dexter Park became College Station's first municipal park in 1947 and was renamed Brison Park in 1987 to honor Fred R. Brison, a nationally renowned horticulture professor and community advocate.

The Lone Star Legacy Park designation celebrates Brison Park's meaningful stature as a treasured place for residents and visitors where history is preserved, memories are created, and everyone feels welcome.

The Parks and Recreation Department would like to thank Sherry Frisk, Historic Preservation Committee member who wrote the narrative and gathered historical context for the submission of the nomination.

Eight parks received the honor in the fourteenth year of the statewide program. Parks recognized include Boerne City Park, City of Boerne; Brison Park, College Station; Louise Hays Park, City of Kerrville; Mary Kyle Harson City Square Park, City of Kyle; League Park, League City; Southside Lions Park, City of San Antonio; Dunbar Park, City San Marcos; Goliad State Park & Historic Site, Texas Parks and Wildlife.

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

**Attachments:**

1. 25 Brison Park Proclamation

# *Proclamation*

**WHEREAS,** the Texas Recreation and Park Society recently designated Brison Park, a cherished green space in College Station, as a Lone Star Legacy Park, and

**WHEREAS,** among the greatest honors for a park is recognition as a Lone Star Legacy Park, highlighting its distinctive and historical significance, and

**WHEREAS,** as part of College Park – the first off-campus residential area created for Texas A&M faculty – Brison Park was initially developed in 1921 by the Southside Development Company as Dexter Park, and

**WHEREAS,** Dexter Park became College Station's first municipal park in 1947 and was renamed Brison Park in 1980 to honor Fred R. Brison, a nationally renowned horticulture professor and community advocate, and

**WHEREAS,** the Lone Star Legacy Park designation celebrates Brison Park's meaningful stature as a treasured place for residents and visitors where history is preserved, memories are created, and everyone feels welcome.

**NOW, THEREFORE, I,** John P. Nichols, as Mayor of the City of College Station and on behalf of our community's residents and the College Station City Council, do hereby recognize,

## *Brison Park as a Lone Star Legacy Park*

**IN TESTIMONY WHEREOF, I** have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas, this 24th day of April 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

**April 24, 2025**
**Item No. 7.1.**
**April 10th Meeting Minutes**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action of minutes for:
• April 10, 2025 Council Meeting

**Relationship to Strategic Goals:**

- Good Governance

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

**Summary:** N/A

**Budget & Financial Summary:** None

**Attachments:**
1. CCM041025 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
APRIL 10, 2025

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

**Present:**
John Nichols, Mayor

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

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

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

With a quorum present, the 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 10, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Executive Session Agenda.**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087- Economic Incentive Negotiations and the College Station City Council convened into Executive Session at 4:00 p.m. on April 10, 2025, 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
- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas; and
- Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.

- Legal advice regarding property generally located on the southbound side of Midtown Drive, East of Durham Loop in the Midtown Reserve Subdivision Phase 601.
- Legal advice regarding the Texas Open Meetings Act and the Texas Public Information Act.

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

- Approximately 8 acres of land located at 1508 Harvey Road.
- Approximately 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

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

- City Attorney
- Council Self-Evaluation

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

- Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.
- Economic development agreement with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.
- Economic development agreement for a development generally located at the intersection of Raymond Stotzer Parkway and State Highway 47.
- Economic development agreement with Corinth Group, Inc.
- Economic Development agreement for a development generally located in 3100 block of Harvey Road.

**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 6:10 p.m. No action was taken.

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

**MOTION:** Upon a motion made by Councilmember White and a second by Councilmember Shafer, the City Council voted six (6) for and none (0) opposed, to approve an absence request from Councilmember Yancy for the March 27, 2025 Council Meeting and Councilmember Smith for the April 10, 2025 Council Meeting. The motion carried unanimously.

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

**5.1. Presentation declaring April 14th through 20th as "World Shakuhachi Festival Week."**

Mayor Nichols presented a proclamation to Marty Regan - 2025 Texas Executive Director, David Wheeler - 1998 Boulder Executive Director and Kiku Day - 2018 London Executive Director, recognizing April 14th through 20th as "World Shakuhachi Festival Week."

**5.2. Presentation declaring April 21st through 25th as "National Community Development Week."**

Mayor Nichols presented a proclamation to Anthony Armstong, Planning and Development Director, Molly Hitchcock, Planning and Development Assistant Director, and Community Services David Brower, Eric Barton, Raney Whitwell, and Josh Brooks, recognizing April 21st through 25th as "National Community Development Week."

**6. <u>Hear Visitors Comments.</u>**

Chandler Arden, College Station, spoke about building entry level homes and the joy it brings him to help individuals and families, but he has not been able to develop homes in College Station due to impact fees. He feels Council needs to do away with impact fees, especially in entry level homes.

Cari Bullington, College Station, spoke about first time home buyers applying for a mortgage but not being qualified due to the overall price of the homes with the included impact fees.

Jennifer Fredericks, College Station, came before Council on behalf of a local real estate association and their concerns on impacts fee. They would like Council to rely on the association and consider them partners and a resource with a wealth of information at their disposal.

Hunter Goodwin, College Station, spoke about impact fees and how people assume the real estate developer will absorb the cost. He stated that they will not, and higher impact fees mean higher home prices.

James Murr, College Station, spoke about the rising cost of homes and how developers are an easy target to blame for being greedy. Mr. Murr provided a history of his background of being a developer and the risk that he takes to make a profit.

JT Laramore, Executive Officer for the Greater Brazos Valley Builders Associations, College Station, spoke about his disappointment when he read a letter signed by the city which he feels implicates his organization and colleagues are greedy. He stated that the sale price builders charge is a percentage of what it costs to build.

Valen Cepak, College Station, came before Council to talk about aspiration and goals that he will not be able reach now because buying a home is out of his price range. He believes impact fees are creating problems with housing affordability in College Station.

Joshua Ramirez, College Station, spoke about enjoying watching individuals buying their first homes and children looking towards their future. He believes impact fees are shrinking the market for young families and driving up prices.

Richard Woodward, College Station, talked about his experience serving on the city's Impact Fee Advisory Committee and stated that impact fees are tied to "Attributable Costs." These are real costs that will be borne by the city and if you don't recoup those costs, you are subsidizing the construction of the homes that lead to those costs. He went on, if we want affordable housing then we should subsidize affordable housing, it is allowed in the ordinance. Eliminating impact fees is effectively subsidizing all building in College Station is neither fiscally prudent nor an effective way to increase affordable housing.

Veronica Morgan, College Station, spoke about impact fees not being the only problem in College Station. She stated that besides land the city has a lack of infrastructure in the ETJ which will make development of affordable housing units difficult or impossible.

Charles Coats, College Station, spoke on behalf of Habitat for Humanity and how the housing affordability is a spectrum of different types of units such as single-family starter homes and larger homes. He stated we do not have enough affordable housing in College Station and the builders need the flexibility to build affordable housing that fits the community.

Shelby Behm, College Station, spoke about her concerns on Midtown and provided Council with a few news clips regarding projects coming to Midtown. Ms. Behm stated that a lot of the projects that were mentioned have not been brought forward, and she looks forward to the report to Council on midtown next month.

Steve Pittman, College Station, spoke about his experience as a builder and stated that higher impact fees equal higher home prices. He stated that builders would not keep prices artificially high and would reduce their home prices dollar for dollar if impact fees were reduced or eliminated.

Jeff Robertson, Bryan, spoke about resolving cost and affordability of housing. He stated that he has seen a lot of fluctuations, but in the past few years cost have significantly increased for development but adding impact fees to those costs exacerbates the cost.

Dennis Maloney, College Station, stated that this is not an impact fee problem, but a housing problem largely caused by the 2008 financial crash and investors buying up large amount of housing units to rent them back out at a profit. He believes that the proof of this in the statistics: 37% of single-family homes are owner occupied, 63% are rentals and 70% of those are owned by people and companies that are not based in College Station. Despite the City of Bryan having no impact fees College Station issues more permits for housing and has a lower tax rate, so impact fees have not stopped developers from building homes in the city. He proposes that offering more down payment assistance to buyers which would be paid back upon sale, would be a more realistic solution to the housing shortage.

## 7. CONSENT ITEMS

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

No items were pulled for clarification.

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

- **March 27, 2025 Council Meeting**

**7.2. Presentation, discussion, and possible action regarding the first reading of a franchise agreement ordinance with Maroon Dumpsters, LLC, for the collection of recyclables from commercial and multifamily locations.**

**7.3. Presentation, discussion, and possible action regarding the first reading of a franchise agreement with Bryan Iron and Metal, Ltd. DBA Texas Commercial Waste (TCW), for the collection of recyclables from commercial and multifamily locations.**

**7.4. Presentation, discussion, and possible action regarding the rejection of bids received and cancellation of Invitation to Bid (ITB) 25-017 for the City Hall Bus Shelter project.**

**7.5. Presentation, discussion, and possible action on purchasing services for Records Management System Server Upgrade from Central Square in the amount of $116,323.86.**

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

## 8. WORKSHOP ITEMS

**8.1. Presentation, discussion, and possible action on the 2025 update to the City Council Strategic Plan.**

Ross Brady, Chief of Staff, stated that the City Council met for a strategic planning retreat on February 18th and 19th, 2025. During the retreat, the Council discussed individual strategic priorities. Following the conclusion of the strategic planning retreat, the councilmembers had the opportunity to vote individually on the priorities which were most important to them. Items on which were agreed upon have been incorporated into the attached document.

Staff recommends the Council consider the updates to the strategic plan and vote to approve the update as written or with changes as directed by the Council.

Amendments to the Strategic Plan

- Good Governance:
  - Objectives, add: The City actively engages with the legislature on matters relating to home rule authority.
  - Actions, add: Develop and approve a legislative platform for each legislative session.
- Neighborhood Integrity – Actions, add:
  - Consider policy options beyond familial-based occupancy regulations which can help mitigate occupancy issues in single-family neighborhoods.
- FY25 Strategies
  - Neighborhood Integrity, change: "maintain" to "achieve" housing affordability.
  - Core Services & Infrastructure, add: Begin planning and development of Hensel Park in partnership with TAMU.
  - Sustainable City, add: Explore options to create a more aesthetically pleasing and effective stormwater management system.

**MOTION:** Upon a motion made by Councilmember White and a second by Councilmember Wright, the City Council voted six (6) for and none (0) opposed, to approve the strategic plan as amended. The motion carried unanimously.

**8.2. Presentation, discussion, and possible action regarding legislative engagement efforts.**

Ross Brady, Chief of Staff, stated that this item is intended to provide Council the opportunity to discuss legislative activities and the City's engagement efforts related to the State Legislature.

- A letter to Senator Schwertner to express concerns over several bills which infringe upon home rule authority.
  - S.B. 1509-Relating to the authority of a municipality to regulate within its Extra Territorial Jurisdiction (ETJ).
  - S.B. 1567 Relating to the authority of home-rule municipalities to regulate the occupancy of dwelling units.
  - S.B. 1883 Relating to the approval of land use assumptions, capital improvement plans, and impact fees.

Majority of the Council directed staff to move forward with the letter to Senator Schwertner as written, with a formal ending, and the Mayor is to sign the final letter with changes as stated: While in its current form this bill does not prohibit a City from imposing or collecting impact fees, the idea of doing so was proposed during a Senate Local Government Committee Hearing. The City of College Station is strongly opposed to any state-level abolishment of impact fees, which would equate to an infringement of local control. It has been College Station's policy to collect a portion of the cost of infrastructure required for new development via impact fees. As a convened council, we review and debate the merits of impact fees in public meetings on a regular basis. As individuals' council members, we have divergent opinions regarding whether impact fees should be assessed and, if so, at what rate. We are, however, unanimous in our strong belief that the imposition or elimination of impact fees is a matter best left to local government. As the duly elected officials in our city, we are in the best position to evaluate the unique challenges faced by College Station.

A letter to Representative Dyson to express concerns over several bills which infringe upon home rule authority:

- H.B. 19 - Relating to the issuance and repayment of debt by local governments, including the adoption of an ad valorem tax rate and the use of ad valorem tax revenue for the repayment of debt.
- H.B. 2797 - Relating to the authority of home-rule municipalities to regulate the occupancy of dwelling units.
- H.B. 5489 - Relating to a temporary moratorium on the imposition of an impact fee.

Majority of the Council directed staff to move forward with the letter to Representative Dyson as written, with the additional language of "state level" abolishment of impact fees.

**MOTION:** Upon a motion made by Councilmember Wright and a second by Councilmember McIlhaney, the City Council voted five (5) for and one (1) opposed, with Councilmember Yancy voting against, to approve legislative letters, as amended above. The motion carried.

Mayor Nichols recessed Council Meeting at 8:21 p.m.

The Council Meeting reconvened at 8:26 p.m.

**8.3. Presentation, discussion, and possible action regarding the 2024 College Station Existing Conditions Report.**

Heather Wade, Planning and Development, stated as part of the development and periodic evaluation of the Comprehensive Plan, it is important to have a foundation on which to base future expectations.

The Existing Conditions Report is updated approximately every five years to assess the changing conditions in the community and inform future planning efforts. The 2024 Existing Conditions Report provides a snapshot of the current conditions in College Station between 2019 and 2023. This report includes current conditions and trends for the following key areas: local context, natural environment, demographics, economic development, land use, public facilities, and transportation. The city looks at these key areas holistically to determine the appropriate expectations and direction of the Comprehensive Plan, including its implementation, monitoring, and evaluation.

Staff recommends that the City Council receive the 2024 Existing Conditions Report and provide feedback as appropriate. The Planning and Zoning Commission received this update at their April 3, 2025, meeting.

**MOTION:** Upon a motion made by Councilmember White and a second by Councilmember Shafer, the City Council voted six (6) for and none (0) opposed, with Councilmember Yancy voting against, to approve the 2024 College Station Existing Conditions Report. The motion carried unanimously.

**8.4. Presentation, discussion, and possible action regarding single-family architectural standards.**

Anthony Armstrong, Planning and Development Director, provided update on Single-family Architectural Standards.

Existing Requirements

- UDO:
  - ✓ Height
  - ✓ All other requirements related to the layout of the lot. (IC, setbacks, parking, etc.)
- IRC:
  - ✓ Only contains specifics to a construction standard. (Weather resistant)
- HOA's

Potential Requirements

- House Bill 2439 (2019)
  - ✓ Prevents any ordinances that restrict or ban the use of certain building materials.
  - ✓ Cannot adopt regulations more restrictive than national model codes for products or materials. (ICC – IBC/IRC)
- Historic areas – potentially
- Size of structures

**8.5. Presentation, discussion, and possible action regarding an update on the gas outages at Southgate Village Apartments.**

Anthony Armstrong, Planning and Development Director, provided update on the Southgate Village.

Timeline

- First Remodel Permit Issued July 29th – 11 remodel permits total
  - ✓ First inspection last week of October – Demo work likely started around September
- Wednesday November 27th – Plumber called to inquire about permit process
  - ✓ Thanksgiving November 28/29th
- Monday December 2nd – 21 Gas Repair Permit applications received and issued the same day

- ✓ 18 inspections also performed on the same day
- ✓ Staff dedicated an inspector to be on call for repair inspection request

- Tuesday December 3rd – several buildings had hot water restored.
- Thursday December 5th – additional Gas Repair Permit application submitted and issued
  - ✓ Inspections continued daily
- Wednesday December 11th – 16 buildings online – 2 "half buildings" and 2 full buildings remaining
- Thursday December 26th – Final inspection performed

Code Requirements

- Pressure testing
  - ✓ Can lead to additional leaks in older pipes – test is required to be double the operating pressure (5psi)
- Older pipes typically made of metal and with multiple joints
  - ✓ Modern pipe is thick wall poly tubing and continuous
- Shutoff valves required at each building when a complex is master metered
  - ✓ Master metering or not is determined by the provider

**9. REGULAR ITEMS**

**9.1. Presentation, discussion, and possible action regarding the first reading of an ordinance approving a five (5) year residential recycling collection franchise agreement and general service agreement in the amount of $7,870,060.50 with Brannon Industrial Group, LLC, DBA BVR Waste and Recycling.**

Caroline Ask, Division Manager-Solid Waste, stated that this item is to approve a five (5) year residential recycling collection franchise agreement and general service agreement. The proposed agreement would allow Brazos Valley Recycling to continue collecting recyclables from single-family dwellings and City facilities within the City of College Station. The total contract amount is an estimate calculated using the current number of residential households served (25,994) and a 2.5% annual increase over the term of the contract (5 years). Budgeted funds for residential recycling are included in the Solid Waste Fund. The franchise agreement and general service agreement will be effective on October 1, 2025.

Approval of the (5) year Single Stream Recycling Franchise Agreement & General Services Contract with Brannon Industrial Group, LLC, DBA BVR Waste & Recycling would provide the following benefits:

- Single Stream recycling is proven to be effective, efficient, & sustainable
- Quality customer service

**MOTION:** Upon a motion made by Mayor Nichols and a second by Councilmember Wright the City Council voted six (6) for and none (0) opposed, to approve the first reading of an ordinance approving a five (5) year residential recycling collection franchise agreement and general service agreement in the amount of $7,870,060.50 with Brannon Industrial Group, LLC, DBA BVR Waste and Recycling. The motion carried unanimously.

**9.2. Presentation, discussion, and possible action regarding an appointment to the Housing Plan Advisory Committee.**

Tanya Smith, City Secretary, stated that a member of the committee, Stephen Grove, has resigned from the Housing Plan Advisory Committee effective March 20, 2025. This item will appoint a member to fill a vacancy to serve an unexpired term. This committee was reopened for applications on March 24, 2025, advertised and staff has reached out to past applicants to resubmit their applications. There were two individuals that submitted their applications.

**MOTION:** Upon a motion made by Mayor Nichols and a second by Councilmember Wright the City Council voted six (6) for and none (0) opposed to appointment Dr. Ivis Garcia to the Housing Plan Advisory Committee for an unexpired term. The motion carried unanimously.

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

Mayor Nichols recognized Kyler Giles and Emily Brown, both awarded the Brian Bachmann Brazos Co. First Responders Scholarship.

Councilmember McIlhaney reported on the Women's Legislative Lunch.

Mayor Nichols reported on an upcoming event on April 11, 2025 a Crawfish Boil.

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

Councilmember Yancy reported on the Health Board.

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

No future agenda items at this time.

**13. Adjournment.**

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 10:01 p.m. on Thursday, April 10, 2025.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

**April 24, 2025**
**Item No. 7.2.**
**Northwest Substation Control House Panels**

**Sponsor:** Timothy Crabb, Director of Electric

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action on the purchase of control panels for Northwest Substation from Control Panels USA, Inc. for $289,056.

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

**Recommendation(s):** Staff recommends approval of the purchase of control panels for Northwest Substation, from Control Panels USA, Inc. in the amount of $289,056.

**Summary:** Three bids were received and evaluated on pricing, device specifications, and delivery times. Control Panels USA, Inc. was selected as the vendor offering the best value to the City while meeting CSU specifications.

Control Panels USA will supply, test, and deliver six custom control panels configured with CSU's specified relay settings and wiring requirements. These panels will be installed in the Northwest Substation control house, and will facilitate protection, control, and monitoring of the power grid and housing protective relays that manage circuit switchers to prevent equipment damage and enhance safety. Construction of the Northwest Substation is scheduled to begin in 2025.

**Budget & Financial Summary:** Funds for this purchase are included in the FY25 Electric capital budget for the Northwest Substation construction project.

**Attachments:**
1. NW Substation - Contract 25300395 - Control Panels USA Inc

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300395 PROJECT #: EL30000550 BID/RFP/RFQ#: 25-047

**Project Name / Contract Description:** Northwest Substation Control Panels Only

Meters, Relays, Instrument Transformers, Communications, Supervisory Control Equipment and Acceptance Testing for the construction of Northwest Substation Control House Panels

**Name of Contractor:** Control Panels USA Inc.

**CONTRACT TOTAL VALUE:** $ 289,056.00 **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)

Funds are budgeted and available in the Northwest Substation project, EL30000550

Bid# 25-047 was advertised 02/06/25 opened 02/25/25, three complete bids were received; Control Panel USA, Inc., Ampirical Solutions, and KD Johnson (SEL, Inc.). Electric is recommending lowest responsive Vendor: Control Panel USA, Inc. for award.

*(If required)**

**CRC Approval Date*:** _____ **Council Approval Date*:** 4/24/25 **Agenda Item No*:** 7.2

*--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**

Timothy Ray Crabb, P.E. — 3/12/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 3/12/2025
ASST CITY MGR – CFO — DATE

John R. Haislet — 3/12/2025
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

# 25-047
# BID TABULATION
# NORTHWEST SUBSTATIONCONTROL HOUSE (PANELS ONLY)
# 02/25/25 @ 2:00 P.M.

**Laura Perez, Buyer**

| Group | Group Description | * Control Panels USA, Inc. | SEL, Inc. KD Johnson | AMPRICIAL SOLUTIONS |
|---|---|---|---|---|
| G | Meters, Relays, and Instrument Transformers | $ 238,541.00 | $ 246,070.00 | $ 312,666.65 |
| J | Communications and Supervisory Control Equipment | $ 50,515.00 | $ 44,710.00 | $ 57,248.19 |
| R | Testing/Commissioning of Relays and Equipment | $ - | | $ 41,200.00 |
| | **GRAND TOTALS** | $ 289,056.00 | $ 290,780.00 | $ 411,114.84 |

Recommended Vendor:  Control Panel USA, Inc.

**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 **Control Panels USA, Inc.** ("Contractor"), collectively referred as the Parties, for the following project, **Meters, Relays, Instrument Transformers, Communications, Supervisory Control Equipment and Acceptance Testing for the construction of Northwest Substation Control House Panels**, 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 Two Hundred Eighty-Nine Thousand Fifty Six **and** 00**/100 Dollars ($289,056.00).**

**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: Twenty (20) weeks 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: Timothy Homeyer
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
thomeyer@cstx.gov

**Control Panels USA, Inc.**
Attn: Brian Wetherholt
16310 Bratton Lane
Bldg. 1, Ste. 100
Austin, TX 78728
bwetherholt@controlpanelsusa

**6.15 Governmental Immunity.** This Contract is subject to the proper application of the doctrine of governmental immunity.

**6.16 Duplicate Originals.** The parties may execute this Contract in duplicate originals, each of equal dignity, and further, copies of this complete and fully executed Contract (including copies of signatures) shall have the same force and effect as an original.

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

**6.18 Verification No Boycott.** To the extent applicable, this Contract is subject to the following:

**(a)** **Boycott Israel.** If this Contract is for goods and services subject to § 2271.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;

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

**(c)** **Boycott Energy Companies.** Subject to § 2276.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

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

**6.20 Default**.

**(a)** The City may declare a Default of this Contract if the Contractor commits a Default of this Contract and fails to cure the default during an authorized cure period as herein described.

**(b)** If the City declares a Default of this Contract, it is agreed that the City may modify or terminate this Contract, and the City, in such event, shall be entitled to pursue all remedies allowed or authorized by law, equity, or this Contract.

**(c)** The City shall notify the Contractor of a Default in writing, and the Parties agree as follows: **(i)** the default notice shall specify and reasonably explain the basis for the declaration of default; **(ii)** regarding an authorized opportunity to cure, the Contractor shall have 10days from the receipt of the default notice to cure the default; **(iii)** where fulfillment of any obligation requires more than 10 days, the Contractor's performance shall be commenced within 10 days after the default notice receipt and such performance shall be diligently continued until the default is cured; and **(iv)** however, if such default cannot be cured, or cannot be cured within 45 days from the date of the default notice receipt, the Contractor shall be liable for and will promptly perform under this Contract and pay to the City within 60 days from receipt of the default notice all amounts due the City for the default as described in this Contract.

**(d)** Should a Default be committed by the Contractor, the City may pursue and recover all remedies authorized by law, equity or this Contract, including: **(i)** termination of this Contract; **(ii)** litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; **(iii)** equitable relief or extraordinary relief, including all authorized injunction, specific performance, and mandamus relief; and **(iv)** all authorized remedies for the **(a)** recovery of all accrued monetary amounts due the City but not paid by the Contractor to the City under this Contract, and **(b)** recovery of the City's reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the City as allowed by law.

**(e)** Should a Default be committed by the City, the Contractor may pursue and recover all remedies authorized by law, equity, or this Contract, including: **(i)** termination of this Contract; **(ii)** litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; **(iii)** equitable relief, specific performance, or extraordinary relief, including all authorized injunction and mandamus relief; and **(iv)** recovery of the reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the Contractor as allowed by law.

**6.21 Alternative Dispute Resolution.** No suit shall be filed by a Party regarding a dispute arising under or related to this Contract unless the Parties first attempt to submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Contract, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas, within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509, (800) 733-9529.

**List of Exhibits**

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

**CONTROL PANELS USA, INC.**

By: Brian Wetherholt
Title: Vice President

Printed Name: Brian Wetherholt
Date: 3/12/2025

**CITY OF COLLEGE STATION**

By: _____
City Manager
Date: _____

**APPROVED:**

John A. Haislet
City Attorney
Date: 3/12/2025

_____
Assistant City Manager/CFO
Date: 3/12/2025

**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.

Plans and Specifications from Bid No. 25-047 incorporated in this Contract by reference.

February 24, 2025

City of College Station
1101 Texas Avenue
College Station, TX, 77840
www.cstx.gov

Control Panels USA Inc.

"Quality panels that exceed customer expectations."

# Proposal

RE: Proposal #25-6232 – Northwest Substation Panel (Qty 6)

Dear to whom it may concern,

Per our previous conversations I am submitting this letter as a proposal to provide the following equipment and services for the above referenced project.

We are pleased to provide to you the following controls solution. The below proposal outlines the benefits City of College Station can realize by working with Control Panels USA and details the solution provided.

## Cost Savings Considerations

Our factory in Austin, Texas houses state of the art engineering, manufacturing, and testing capabilities. This allows us to supply our customers with cost effective solutions while maintaining very competitive lead times.

- The long tenured relationships within our supply chain ensures that we are able to obtain optimum pricing on materials.
- Our expertise, tooling, and manufacturing throughput, coupled with our low labor rates provide for a competitive solution on each and every project.
- Control Panels USA will manage the materials supply chain for City of College Station resulting in savings of time and resources, and peace of mind.

## Value Added Design Engineering Services

- **Get more from your engineering resources:** The deep experience of our design team in controls applications can be applied to your unique requirements allowing you to prioritize internal resources. Control Panels USA can become an extension of your operation.
- CP USA has been serving customers for more than 19 years, with a technical staff with over 300 years of combined experienced.
- **Quick and easy start up:** Our value-added engineering services focus on minimizing commissioning time by incorporating design elements and features to allow you to spend less time on site.

**On Time Delivery**

- Our Customer Focused Teams dedicated to your products allows for crisp communication, quick implementation of changes, and significantly shortened learning curves, resulting in trusted delivery commitments.
- CP USA manufacturing processes can quickly ramp up or down to match the ever changing requirements of the markets you serve. State-of-the-art equipment provides the capability to quickly tool up for both large and small production runs.

**Enjoy Unmatched Responsiveness**

- Rapid quote turnaround, robust change order processes, culture of commitment to customer satisfaction

**Exceptional Quality Results [AND/OR Decreased Maintenance Costs]**

- The functionality of every system is 100% tested prior to shipment. You can rest assured that your control package will exceed your quality expectations.
- **Rigid adherence to demanding requirements:** Our UL certified production process allows CP USA to self-certify to UL 508A, UL698A, & UL698B standards.
- With 10's of thousands of units in the field, our record of performance and superb workmanship you can rely on to get your products on time and built to your specific application.

**Avoid Crisis Management**

- Customer focused teams dedicated to your products allows for crisp communication, quick implementation of changes, and significantly shortened learning curves.
- CP USA can self-certify products to fully comply with UL requirements. You can be confident that the quality of the products we build will always exceed your expectations, improving your customer loyalty and brand recognition.

## Technical Solution Details

**Proposal Basis:**

- 25-047 Northwest Substation Control House (Panels Only) Specifications (100 sheets) dated 2/5/2025
- 25-047 Northwest Control House Panels Bid Schedule

**Panel 1 138kV BTU Line 1:**

- One carbon steel, painted rack approximately 90”H x 30”W x 24”D with required filler plates, ground bar, and mounting equipment
- One SEL-421 protection, automation and control system (P/N: 04215415XB0X4H67444XX)
- One SEL-411L advanced line differential protection (P/N: 0411L0X4X5B8DDXH52424XX)
- One Electroswitch series 24 control switch (P/N: 24PD58D)
- Four States 30 pole 19” rack mounted test switches
- One States 20 pole 19” rack mounted test switch
- Thirteen States 12 pole terminal block sliding link
- Four Marathon 4 point terminal blocks (P/N: 1504SC)
- One duplex receptacle, 15Amp, 120VAC
- Required fuse holders with fuses
- Required internal terminal blocks, tags, mounting hardware, wireway, etc.
- Layout and mount all interior and exterior devices
- Wire all devices per electrical schematics supplied by Torlan Engineering

**Panel 2 138kV BTU Line 2:**

- One carbon steel, painted rack approximately 90”H x 30”W x 24”D with required filler plates, ground bar, and mounting equipment
- One SEL-421 protection, automation and control system (P/N: 04215415XB0X4H67444XX)
- One SEL-411L advanced line differential protection (P/N: 0411L0X4X5B8DDXH52424XX)
- One Electroswitch series 24 control switch (P/N: 24PD58D)
- Four States 30 pole 19” rack mounted test switches
- One States 20 pole 19” rack mounted test switch
- Thirteen States 12 pole terminal block sliding link
- Four Marathon 4 point terminal blocks (P/N: 1504SC)
- One duplex receptacle, 15Amp, 120VAC
- Required fuse holders with fuses
- Required internal terminal blocks, tags, mounting hardware, wireway, etc.
- Layout and mount all interior and exterior devices
- Wire all devices per electrical schematics supplied by Torlan Engineering

**Panel 3 138kV Transformer T1:**

- One carbon steel, painted rack approximately 90”H x 30”W x 24”D with required filler plates, ground bar, and mounting equipment
- Two SEL-487E transformer protection relay (P/N: 0487E3X6112XC0X4H624XXX)
- One SEL-3350 transformer RTAC (P/N: 3350#8G64)
- Two Electroswitch series 24 control switches (P/N: 24PD58D)
- Four States 30 pole 19” rack mounted test switches
- Thirteen States 12 pole terminal block sliding link
- Ten Marathon 4 point terminal blocks (P/N: 1504SC)
- One duplex receptacle, 15Amp, 120VAC
- Required fuse holders with fuses
- Required internal terminal blocks, tags, mounting hardware, wireway, etc.
- Layout and mount all interior and exterior devices
- Wire all devices per electrical schematics supplied by Torlan Engineering

**Panel 4 138kV Transformer T2:**

- One carbon steel, painted rack approximately 90”H x 30”W x 24”D with required filler plates, ground bar, and mounting equipment
- Two SEL-487E transformer protection relay (P/N: 0487E3X6112XC0X4H624XXX)
- One SEL-3350 transformer RTAC (P/N: 3350#8G64)
- Two Electroswitch series 24 control switches (P/N: 24PD58D)
- Four States 30 pole 19” rack mounted test switches
- Thirteen States 12 pole terminal block sliding link
- Ten Marathon 4 point terminal blocks (P/N: 1504SC)
- One duplex receptacle, 15Amp, 120VAC
- Required fuse holders with fuses
- Required internal terminal blocks, tags, mounting hardware, wireway, etc.
- Layout and mount all interior and exterior devices
- Wire all devices per electrical schematics supplied by Torlan Engineering

**Panel 5 ERCOT Metering:**

- One carbon steel, painted rack approximately 90”H x 30”W x 24”D with required filler plates, ground bar, and mounting equipment
- Four SEL-735 power quality and revenue meter (P/N: 0735EX00944CGXXXXX16101XX)
- Two ABB flexi-test switches (P/N: FRXH464000464CX10)
- Four States 12 pole terminal block sliding link
- Four Marathon 4 point terminal blocks (P/N: 1504SC)
- One duplex receptacle, 15Amp, 120VAC
- Three 2 pole mini circuit breakers
- Required fuse holders with fuses
- Required internal terminal blocks, tags, mounting hardware, wireway, etc.
- Layout and mount all interior and exterior devices
- Wire all devices per electrical schematics supplied by Torlan Engineering

**Panel 6 SCADA:**

- One carbon steel, painted rack approximately 90”H x 30”W x 24”D with required filler plates, ground bar, mounting equipment, and wire management
- One SEL-2488 satellite-sychronized network clock (P/N: 24880RAA1281BX2XX)
- One SEL-3620 ethernet security gateway (P/N: 3620XHA0XXX0)
- One SEL-3555 RTAC (P/N: 3555#H066)
- Two SEL-2523 annunciator panels (P/N: 252301H230XA0XX)
- One SEL-2600 RTD module (P/N: 2600D01X)
- One SEL-2812 fiber-optic transceiver with IRIG-B (P/N: 2812MTX0)
- Required SEL specialty cables, connectors, and terminators
- Five States 12 pole terminal block sliding link
- Four Marathon 4 point terminal blocks (P/N: 1504SC)
- One duplex receptacle, 15Amp, 120VAC
- One 2 pole mini circuit breaker, 20Amp
- Required fuse holders with fuses
- Required internal terminal blocks, tags, mounting hardware, wireway, etc.
- Layout and mount all interior and exterior devices
- Wire all devices per electrical schematics supplied by Torlan Engineering

## Pricing

| DESCRIPTION | QTY | UNIT PRICE | EXTENDED PRICE | LEAD TIME |
|---|---|---|---|---|
| **Panel 1 138kV BTU Line 1** | 1 | $51,748.00 | $51,748.00 | 16 – 20 Weeks ARO |
| **Panel 2 138kV BTU Line 2** | 1 | $51,748.00 | $51,748.00 | |
| **Panel 3 138kV Transformer T1** | 1 | $53,340.00 | $53,340.00 | |
| **Panel 4 138kV Transformer T2** | 1 | $53,340.00 | $53,340.00 | |
| **Panel 5 ERCOT Metering** | 1 | $28,365.00 | $28,365.00 | |
| **Panel 6 SCADA** | 1 | $50,515.00 | $50,515.00 | |
| | | | | |
| **Grand Total** | **$289,056.00** | | | |

Note: Lead Times are based on factory standards without expediting. All lead times are negotiable.
Note: Lead Time begins after approval of submittals.

## Warranty

CP USA has included a 1-year warranty on all equipment and workmanship.

Warranty effectively begins on the date product ships from CP USA.

## Clarifications

The following are clarifications, exceptions, and/or assumptions made by Control Panels USA:

- CP USA has not included any other major equipment, panels, or services unless specifically called-out above
- Installation of all equipment and panels shall be by others unless specifically called out above
- All Schweitzer equipment settings shall be provided by Owner, other contractors, or engineer
- **Factory Witness Testing has been included. This includes a full functionality testing of individual panels at our factory in Austin, TX. All relay settings shall be provided by Owner, other contractors, or engineers.**
- CP USA has included all internal point-to-point continuity testing as well as other internal quality checks
- **Field services have not been included**
- **Field Testing of any kind has not been included**
- RTU Programming and setting to be performed by others.
- Verification of any existing battery loads has not been included
- Pricing is only valid if order is received for all items and quantities indicated above. Any pricing shown as broken out is only as an aid for bid purposes.
- Pricing does not include any permits, bonds, or taxes of any kind
- All items are FOB at CP USA facility in Austin, Texas
- CP USA does not accept any pay when get paid contracts or clauses. All invoices are due Net 30
- Any withheld retainage shall be paid upon full completion of CP USA's scope of work and acceptance by Owner. CP USA will not accept any payment of retainage contracts or clauses based upon when General Contractor or other Contractors scope of work is complete and accepted by Owner.
- Should the need arise to cancel an order after receipt of a Purchase Order, CP USA will be entitled to compensation for all work performed, as well as any non-returnable equipment, including overhead and markup, prior to cancelation of order.
- This proposal is considered Confidential & Proprietary information of Control Panels USA Inc. It shall only be used by client for consideration of this project. Disclosure to other parties outside of client is prohibited without express written consent by Control Panels USA Inc.

**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.

Upon Completion, Testing and Delivery of Control Panels for a total $289,056.00

# 25-047
## BID SCHEDULE NORTHWEST SUBSTATION
### CONTROL HOUSE (PANELS ONLY)
### BID SUMMARY

| Group | Group Description | Total Proposed Bid ($) |
|---|---|---|
| G | Meters, Relays, and Instrument Transformers | $ 238,541.00 |
| J | Communications and Supervisory Control Equipment | $ 50,515.00 |
| R | Testing/Commissioning of Relays and Equipment | $ - |
| **GRAND TOTAL BID - ALL GROUPS** | | $ 289,056.00 |

Control Panels USA, Inc.
Bidder's Company Name

# EXHIBIT C
# CERTIFICATES OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2025

**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**
Higginbotham Insurance Agency, Inc.
1221 South MoPac Expressway, Suite 160
Austin TX 78746

**CONTACT NAME:** Larry Sue Dunn
**PHONE (A/C, No, Ext):** 817-336-2377 **FAX (A/C, No):** 817-347-6981
**E-MAIL ADDRESS:** ldunn@higginbotham.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Continental Casualty Company | 20443 |
| INSURER B : Texas Mutual Insurance Company | 22945 |
| INSURER C : Transportation Insurance Company | 20494 |
| INSURER D : National Fire Ins Of Hartford | 20478 |
| INSURER E : The Continental Insurance Company | 35289 |
| INSURER F : Argonaut Insurance Company | 19801 |

**INSURED** CONTPAN-01
Control Panels USA, Inc.
16310 Bratton Lane, Suite 100
Austin TX 78728

**COVERAGES** **CERTIFICATE NUMBER:** 224233229 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| C | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | 7015150724 | 7/27/2024 | 7/27/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| D | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 7015150741 | 7/27/2024 | 7/27/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| E | X **UMBRELLA LIAB** [X] OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>DED [X] RETENTION $ $10,000 | | | 7015150738 | 7/27/2024 | 7/27/2025 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 3,000,000<br>$ 3,000,000<br>$ |
| B<br>F | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 0002105597<br>929008790544 | 7/27/2024<br>7/27/2024 | 7/27/2025<br>7/27/2025 | X PER STATUTE X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | OS: AL, CO<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A<br>A | Manufacturers E&O(Professional)<br>Installation Fltr/Store Materials | | | 7094315509<br>7015319026 | 8/23/2024<br>7/27/2024 | 8/23/2025<br>7/27/2025 | Each Claim $1,000,000<br>Limit Occ/Ded** | Agg $1,000,000*<br>$2,000,000/$1,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
*Manufacturers E&O(Professional) - Claims Made

**Installation Floater - While in Transit - Limit - $1,000, Deductible $1,000; Wind/Hail deductible $10,000 - Replacement Cost

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

**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**


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AGENCY CUSTOMER ID: CONTPAN-01

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Higginbotham Insurance Agency, Inc. | Control Panels USA, Inc.<br>16310 Bratton Lane, Suite 100<br>Austin TX 78728 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Automobile Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Auto Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability, Automobile Liability and Workers Compensation policies include a blanket notice of cancellation to certificate holders endorsement that provides for 30 days' advance notice of cancellation of the policy to be provided to the certificate holder by the company other than for nonpayment of premium and 10 days' notice of cancellation of the policy to be provided to the certificate holder by the company after the policy is canceled for nonpayment of premium, in either such case, only when there is a written contract between the named insured and the certificate holder that requires such provision. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The Umbrella Policy is follow form over the General Liability, Automobile Liability and Workers Compensation.

RE: Project Name: Northwest Substation Panels



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**April 24, 2025**
**Item No. 7.3.**
**Electric Overhead Distribution Construction Projects**

**Sponsor:** Timothy Crabb, Director of Electric

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action on a contract award for Electric Overhead Distribution Construction to Sterling Global Industries, LLC, not to exceed $373,405.88.

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

**Recommendation(s):** Staff recommends awarding a contract for the construction of electrical overhead distribution projects to Sterling Global Industries, LLC for a not to exceed amount of $373,405.88.

**Summary:** CSU Electric solicited bids for a predetermined selection of twenty-two electric overhead distribution construction projects. CSU will provide the designs and materials for each project and the contractor will provide labor and equipment to construct the required electric distribution line replacements and conversions.

Eight Competitive Sealed Proposals were received on February 20, 2025, in response to RFP 25-040, and were evaluated by Electric staff. Sterling Global Industries, LLC was selected as the highest-ranking proposal based on qualifications, experience, and best value for the City.

**Budget & Financial Summary:** Funds for this electric overhead construction contract are budgeted in the Electric Capital Improvements and Maintenance Projects Funds.

**Attachments:**
1. 25300380 Sterling Global

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300380 PROJECT #: N/A BID/RFP/RFQ#: 25-040

**Project Name / Contract Description:** Electric Distribution Overhead Construction Projects

Twenty-Two Construction Projects for Overhead as listed in CSP/RFP # 25-040.

**Name of Contractor:** Sterling Global Industries, LLC.

**CONTRACT TOTAL VALUE:** $ 373,405.88 **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)

Electric capital projects will be expensed as work is completed and invoiced.

CSP/RFP 25-040 advertised 01/30/25 Opened 02/20/25, Eight (8) complete bids received and One (1) vendor rescinded.

Recommended Most Responsive Vendor: Sterling Global Industries, LLC.

*(If required)**

**CRC Approval Date*:** N/A **Council Approval Date*:** 04/24/25 **Agenda Item No*:** _____

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

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

**SIGNATURES RECOMMENDING APPROVAL**

Timothy Ray Crabb, P.E. 3/14/2025

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

3/16/2025

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

**APPROVED & EXECUTED**

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

9.12.23 UPDATED

**RFP#25-040**
**Electric Distribution Overhead Construction Projects**
**Evaluation Form**
**02/20/25 @ 2:00 p.m.**

| Evaluations: | Maximum Points | Sterling Global | Gridco | Power Pros | Compere Construction | KV Power | Primoris T&D | Altitude Energy |
|---|---|---|---|---|---|---|---|---|
| Cost Proposal | 80 | 47 | 39 | 39 | 39 | 32 | 23 | 20 |
| Relevant Experiences/Plan & Schedule | 15 | 12 | 12 | 10 | 10 | 15 | 15 | 15 |
| Safety | 5 | 5 | 4 | 5 | 5 | 5 | 4 | 4 |
| Total Points | 100 | | | | | | | |
| Total Cost Proposal Amount | | $ 373,405.88 | $ 441,893.93 | $ 444,310.43 | $ 448,993.52 | $ 548,652.80 | $ 744,170.05 | $ 882,000.00 |
| Scoring | | 64 | 55 | 54 | 54 | 52 | 42 | 39 |

02/20/25 @ 2:00 p.m. : Eight complete responses received, one vendor rescinded.

Recommended Vendor: Sterling Global Industries, LLC.

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

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Sterling Global Industries, LLC. (the "Contractor") for the construction and/or installation of the following:
Electric Overhead Distribution Construction Projects for Twenty- Two (22) locations as listed in CSP/RFP#25-040.

## 1. DEFINITIONS

**1.01 Calendar Day.** The term "calendar day" shall mean any day of the week or month, no days being excepted.

**1.02 City.** The term "City" shall mean and be understood as referring to the City of College Station, Texas.

**1.03 City's Consultant.** The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

**1.04 City's Representative.** The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

**1.05 Contract Amount.** The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Three Hundred Seventy Three Thousand Four Hundred Five and 88 /**100 Dollars ($** 373,405.88 ).

**1.06 Contract Documents.** The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

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

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

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

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

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

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

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

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

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

**1.16 Price Escalation/De-Escalation.** The terms "price escalation" or "price de-escalation" shall mean that the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases or decreases could occur that are beyond the control of the Contractor, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase or decrease to the Contractor of the material(s) specified herein, the supplier or City may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. The procedures for Price Escalation and Price De-Escalation are further outlined in Section 16 – Payment.

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

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

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

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

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

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

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

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

## 2. CONTRACT DOCUMENTS

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

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

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

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

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

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

## 3. AWARD OF CONTRACT

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

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

## 4. CITY'S REPRESENTATIVE

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

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

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

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

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

## 5. INDEPENDENT CONTRACTOR

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

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

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

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

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

## 6. DISORDERLY EMPLOYEES

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

## 7. HOURS OF WORK

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

## 8. NATURE OF THE WORK

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

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

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

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

## 9. POST-AGREEMENT AWARD MEETINGS

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

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

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

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

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

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

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

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

## 10. PROGRESS OF WORK

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

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

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

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

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

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

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

**(f)** When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that

conflicts will be avoided and the various work being done by and for the City shall be coordinated.

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

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

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

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

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

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

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

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

## 11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

## 12. MATERIALS

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

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

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

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

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

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

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

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

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

**12.05** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly

removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

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

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

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

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

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

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

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

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

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

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

## 13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

## 14. REJECTED WORK

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

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

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

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

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

## 15. SUBCONTRACTING & SUBCONTRACTORS

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

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

## 16. PAYMENT

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

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

modification, a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the ***preceding*** month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

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

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

OR:

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

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

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

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

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

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

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

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

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

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

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

**(a)** Defective work.

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

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

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

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

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

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

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

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

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

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

**16.12 Price Escalation/De-Escalation.** The parties agree that the Contractor has based its bid on certain pricing assumptions of materials to be incorporated into the work specified herein. However, the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases or decreases could occur that are beyond the control of the Contractor, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase or decrease to the Contractor of the material(s) specified herein, the Contractor or City may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index shall be referred to as the materials index.

Bids may only be adjusted semi-annually. Contractors are required to give a 30-day written notice before price increases.

The bid, as submitted herein as part of this Contract, is considered the base price for the materials specified herein as of N/A and shall remain in effect for 6 months hereafter called the **reference base period**. Prices may be adjusted semi-annually each year, based upon the percent changes (whether up or down) in the special index specified herein, between the reference base period N/A and of the most recent year. All calculations for the special index shall be based upon the latest versions of the Producer Price Index data published as of July 20th and January 20th of each year.

Under no circumstances shall the bid prices increase, in aggregate, more than ten percent (10%) during the course of the Contract and any subsequent renewals.

Any Contract awarded with an escalation clause shall be subject to de-escalation provisions in favor of the City in the same or similar manner in the event of cost reductions.

## 17. EXTRA WORK CHARGES

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

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

☑ **17.03** For "Extra Work", as defined in Paragraph 1.09 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than ***twenty-five percent (25%)***. Written change orders that do not exceed ***twenty-five percent (25%)*** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services

or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:

☐ **17.03** For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in Paragraph 1.09 and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of $1 million or more may not be increased by more than ***twenty-five percent (25%)***. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than $1 million increases the Contract Amount to $1 million or more, subsequent change orders may not increase the revised Contract Amount by more than ***twenty-five percent (25%)***. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 18. TIME OF COMPLETION, CONTRACT TERM, RENEWAL, and EXTENSION

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

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

**18.03** The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative.

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

**18.05 Contract Term, Renewal, and Extension.** The original term of this Contract shall be for one (1) year from the effective date of this contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than ten percent (10%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

**18.06 Funding Out Provision.** If, for any reason, City funds are not appropriated to continue the contract, the Contract shall become null and void and shall terminate.

## 19. SUBSTANTIAL COMPLETION

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

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

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

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

## 20. FINAL COMPLETION

**20.01** Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

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

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

## 21. DELAYS

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

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

**21.03** No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in subsection 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

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

any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

## 22. EXTENSIONS OF TIME

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

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

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

**(c)** By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or

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

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

## 23. LIQUIDATED DAMAGES

**23.01** The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

**23.02** As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may

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

## 24. CHARGES FOR INJURY OR REPAIR

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

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

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

## 25. WARRANTY

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

> **The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.**

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

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

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

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

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

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

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

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

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

## 26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

**26.04** No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

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

Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

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

## 27. INSURANCE

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

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

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

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

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

- **(a)** Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- **(b)** Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- **(c)** "Claims Made" policies are not accepted.
- **(d)** Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.
- **(e)** The City of College Station, its agents, officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

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

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

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

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

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

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

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

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

**(b)** Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

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

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

**(e)** Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

**27.06 Excess Liability.** The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of $5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding $1,000,000 in total value.

**27.07 Additional Insured.**

Those policies set forth in Paragraphs 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All

coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

**27.08 Builder's Risk**

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

> *Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners*

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed $100,000.00 without the written approval of the City.

**27.09 Workers' Compensation/Employer's Liability Insurance.** The following Workers' Compensation Insurance requirements shall apply.

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

**(b)** Workers' Compensation/ Employer's Liability insurance shall include the following terms:

**1.** Employer's Liability minimum limits of $1,000,000.00 for each accident/each disease/each employee are required.

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

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

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

*"A. Definitions:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

*(4) obtain from each other person with whom it contracts, and provide to the Contractor:*

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

*(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

*(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*

*(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the*

*project; and*

*(7) Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

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

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

**27.09 Certificates of Insurance.** Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

**(a)** The company is authorized to do business in the State of Texas.

**(b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.

**(c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

## 28. BOND PROVISIONS

**28.01** Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds $50,000, and a performance bond is required if the Contract Amount exceeds $100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

**(a)** The Contractor shall execute performance and payment bonds for the full Contract Amount.

**(b)** The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

**(c)** The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and**

**prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B.**

**(d)** The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

**(e)** If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

**28.02** The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

## 29. SURETY

**29.01** If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

**(a)** The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

**(b)** The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

**29.02** Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise

ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

**29.03** In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

## 30. COMPLIANCE WITH LAW

**30.01** The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

**30.02** The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

**30.03** The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

## 31. SAFETY PRECAUTIONS

**31.01** All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

**31.02** The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

**31.03** The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

**31.04** Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in section 1.11, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in section 1.12). **In the event Contractor engages in any of the activities prohibited in this section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees**

**harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.**

**31.05** In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

**31.06** City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

**31.07** It is the Contractor's responsibility to comply with all Environmental Laws (as defined in section 1.10 of this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

## 32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

**32.01** The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

**32.02** The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

**32.03** Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

**32.04** The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

**32.05** If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

## 33. INDEMNITY

**33.01 CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THE CONTRACT DOCUMENTS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.**

**33.02 The indemnification contained in paragraphs 33.01 shall include but not be limited to the following specific instances:**

- **(a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.**
- **(b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- **(c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**
- **(d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**
- **(e) The removal of all debris related to the Work.**
- **(f) The acts and omissions of the subcontractors it hired.**
- **(g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

**33.03 The indemnification obligations of the Contractor under this section shall <u>not</u> extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.**

**33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made**

**a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.**

**33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.**

**33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

## 34. RELEASE

**34.01 The Contractor assumes full responsibility for the Work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's Work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

## 35. PERMITS AND LICENSES

**35.01** The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

## 36. ROYALTIES AND LICENSING FEES

**36.01** THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

## 37. BREACH OF CONTRACT & DAMAGES

**37.01** The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

**37.02** Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

**(a)** If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or

**(b)** If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

**(c)** If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

## 38. TERMINATION FOR CAUSE

**38.01** At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

**(a)** If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

**(b)** If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or

**(c)** If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

**(d)** If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

**(e)** If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or

**(f)** If the Contractor abandons the Work.

**(g)** If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

## 39. TERMINATION FOR CONVENIENCE

**39.01** The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

**39.02** In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

## 40. RIGHT TO COMPLETE

**40.01** If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

## 41. CLOSE OUT

**41.01** After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

**(a)** Stop the work on the date and to the extent specified in the notice of termination;

**(b)** Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;

**(c)** Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

**(d)** Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

**(e)** With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts; and/or

**(f)** Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

## 42. TERMINATION CONVERSION

**42.01** Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

## 43. HIRING

**43.01** During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

## 44. ASSIGNMENT

**44.01** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

## 45. EFFECTIVE DATE

**45.01** This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

## 46. OTHER TERMS

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

**46.02 Prioritization.** Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

**46.03 Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

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

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

**46.06 Mediation.** After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

**46.07 Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

**46.08 Choice of Law and Place of Performance.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**46.09 Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

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

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

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

**46.12 Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

**46.13 Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

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

**46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.**

**46.16 Verification No Boycott.** To the extent applicable, this Contract is subject to the following:

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

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

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

**List of Exhibits**

- **A.** Wage Rates
- **B.** Performance & Payment Bonds
- **C.** Certificates of Insurance
- **D.** Plans & Specifications
- **E.** Construction Schedule
- **F.** Schedule of Values

**Sterling Global Industries, LLC.**

By: Harrison Westmoreland

Printed Name: Harrison Westmoreland

Title: CEO

Date: 3/14/2025

**CITY OF COLLEGE STATION**

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: 3/16/2025

**EXHIBIT A**
**DAVIS BACON WAGE RATES**

"General Decision Number: TX20250007 01/03/2025

Superseded General Decision Number: TX20240007

State: Texas

Construction Types: Heavy and Highway

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

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

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

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

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2025

SUTX2011-006 08/03/2011

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER (Paving and Structures) | $ 12.56 ** | |
| ELECTRICIAN | $ 26.35 | |
| FORM BUILDER/FORM SETTER | | |
| Paving & Curb | $ 12.94 ** | |
| Structures | $ 12.87 ** | |
| LABORER | | |
| Asphalt Raker | $ 12.12 ** | |
| Flagger | $ 9.45 ** | |
| Laborer, Common | $ 10.50 ** | |
| Laborer, Utility | $ 12.27 ** | |
| Pipelayer | $ 12.79 ** | |
| Work Zone Barricade Servicer | $ 11.85 ** | |
| PAINTER (Structures) | $ 18.34 | |
| POWER EQUIPMENT OPERATOR: | | |
| Agricultural Tractor | $ 12.69 ** | |
| Asphalt Distributor | $ 15.55 ** | |
| Asphalt Paving Machine | $ 14.36 ** | |
| Boom Truck | $ 18.36 | |
| Broom or Sweeper | $ 11.04 ** | |
| Concrete Pavement Finishing Machine | $ 15.48 ** | |
| Crane, Hydraulic 80 tons or less | $ 18.36 | |
| Crane, Lattice Boom 80 tons or less | $ 15.87 ** | |
| Crane, Lattice Boom over 80 tons | $ 19.38 | |
| Crawler Tractor | $ 15.67 ** | |
| Directional Drilling Locator | $ 11.67 ** | |
| Directional Drilling Operator | $ 17.24 ** | |
| Excavator 50,000 lbs or Less | $ 12.88 ** | |
| Excavator over 50,000 lbs | $ 17.71 ** | |
| Foundation Drill, Truck Mounted | $ 16.93 ** | |
| Front End Loader, 3 CY or Less | $ 13.04 ** | |
| Front End Loader, Over 3 CY | $ 13.21 ** | |
| Loader/Backhoe | $ 14.12 ** | |
| Mechanic | $ 17.10 ** | |
| Milling Machine | $ 14.18 ** | |
| Motor Grader, Fine Grade | $ 18.51 | |
| Motor Grader, Rough | $ 14.63 ** | |
| Pavement Marking Machine | $ 19.17 | |
| Reclaimer/Pulverizer | $ 12.88 ** | |

```
     Roller, Asphalt.............$ 12.78 **
     Roller, Other...............$ 10.50 **
     Scraper.....................$ 12.27 **
     Spreader Box................$ 14.04 **
     Trenching Machine, Heavy....$ 18.48

Servicer.........................$ 14.51 **

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

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

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

WELDER...........................$ 15.97 **
------------------------------------------------------------------

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

==================================================================

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

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

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
```

(29CFR 5.5 (a) (1) (iii)).

---

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

---

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

**1.** Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

**2.** Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

**3.** The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

**4.** The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

**5.** Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

**EXHIBIT B**
**PERFORMANCE AND PAYMENT BONDS**

**PERFORMANCE BOND**

**Bond No.** PPD3200644

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

**THAT WE,** Sterling Global Industries, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Developers Surety and Indemnity Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Three Hundred Seventy Three Thousand Four Hundred Five and 88 /100 Dollars ($373,405.88) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, the Contractor has on or about this day executed a Contract in writing with the City of College Station for Electric Distribution Construction Projects for Twenty-Two (22) locations as listed in CSP/RFP# 25-040, all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

**NOW THEREFORE**, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

**IN WITNESS THEREOF**, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

**Bond No.** PPD3200644

**FOR THE CONTRACTOR:**

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

Sterling Global Industries, LLC
**(Name of Contractor)**

**By:** Kyle Goracke
**Name:** KYLE GORACKE
**Title:** PRESIDENT
**Date:** 04/24/2025

**By:** [signature]
**Name:** HARRISON WESTMORELAND
**Title:** CEO
**Date:** 04/24/25

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

Developers Surety and Indemnity Company
**(Full Name of Surety)**

**By:** Amy Erb
**Name:** Amy Erb
**Title:** Witness
**Date:** 04/24/25

2821 W. 7th St. #500 Fort Worth, TX 76107
**(Address of Surety for Notice)**

**By:** [signature]
**Name:** Steven Tucker
**Title:** Attorney-in-Fact
**Date:** 04/24/25

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**FOR THE CITY:**

**REVIEWED:**

**City Attorney**

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

**City Manager**

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

Contract No. 25300380
Electric Construction Services Agreement Over $50,000
Form 08-30-2021

CSP/RFP# 25-040

# TEXAS STATUTORY PAYMENT BOND

**Bond No.** PPD3200644

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

**THAT WE,** Sterling Global Industries, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Developers Surety and Indemnity Company, a corporation organized and existing under the laws of the State of California, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Three Hundred Seventy Three Thousand Four Hundred Five and 88/100 Dollars ($373,405.88) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, Principal has entered into a certain contract with the City of College Station, dated the 24th day of April, 2025, for Electric Distribution Construction Projects for Twenty-Two (22) locations as listed in CSP/RFP# 25-040, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW THEREFORE**, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

**IN WITNESS THEREOF**, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

**Bond No.** PPD3200644

**FOR THE CONTRACTOR:**

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

**(Name of Contractor)**

**By:** Kyle Gioracke

**Name:** Kyle Gioracke

**Title:** President

**Date:** 04/24/2025

**By:** Sterling Global Industries, LLC

**Name:** Harrison Westmoreland

**Title:** CEO

**Date:** 04/24/25

---

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

**By:** Amy Erb

**Name:** Amy Erb

**Title:** Witness

**Date:** 04/24/25

Developers Surety and Indemnity Company
**(Full Name of Surety)**

2821 W. 7th St. #500 Fort Worth, TX 76107
**(Address of Surety for Notice)**

**By:** Steven Tucker

**Name:** Steven Tucker

**Title:** Attorney-in-Fact

**Date:** 04/24/25

---

**FOR THE CITY:**

**REVIEWED:**

**City Attorney**

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

**City Manager**

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

Contract No. 25300380
Electric Construction Services Agreement Over $50,000
Form 08-30-2021

CSP/RFP# 25-040

**POWER OF ATTORNEY FOR**
**COREPOINTE INSURANCE COMPANY**
**DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Tracy Tucker, Steven Tucker, Douglass A. Reed, Kevin J. Dunn, Bennett Brown and Roberta H. Erb, of Ft. Worth, TX

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective September 18, 2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By: Barry W. Moses
6B6415E7ADE548C...
Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 24th day of April, 2025

**EXHIBIT C**
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/13/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
The Baldwin Group Southwest LLC
5151 San Felipe St, Ste 2400
Houston TX 77056

License#: BR-1796913

**CONTACT NAME:** Jennifer Jennings Kiser
**PHONE (A/C, No, Ext):** 214-432-3474 **FAX (A/C, No):**
**E-MAIL ADDRESS:** Jennifer.JenningsKiser@Baldwin.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Admiral Insurance Company | 24856 |
| INSURER B : National Liability & Fire Insu | 20052 |
| INSURER C : Convex Insurance UK Ltd | 840616 |
| INSURER D : Argonaut Insurance Company | 19801 |
| INSURER E : REPUBLIC VANGUARD INS CO | 40479 |
| INSURER F : | |

**INSURED**
Sterling Global Industries, LLC
901 A Tradewinds
Midland TX 79707
STERGLO-01

**COVERAGES** **CERTIFICATE NUMBER:** 370670739 **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 | | | FEI-ECC-35850-01 | 3/13/2025 | 3/13/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X Cont. Pollution | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | [ ] POLICY [X] PRO-JECT [ ] LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | [ ] OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Designated Proje Agg | $ 5,000,000 |
| B E | **AUTOMOBILE LIABILITY** | | | 73APB010989<br>13701420 | 3/13/2025<br>3/13/2025 | 3/13/2026<br>3/13/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | [ ] | | | | | | | $ |
| A C | [ ] **UMBRELLA LIAB** [X] OCCUR | | | FEI-EXS-45469-01<br>XSC000852-0325 | 3/13/2025<br>3/13/2025 | 3/13/2026<br>3/13/2026 | EACH OCCURRENCE | $ 10,000,000 |
| | [X] **EXCESS LIAB** [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 10,000,000 |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | N / A | | WC 92 908 881 118 4 | 3/13/2025 | 3/13/2026 | 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)**

General & Pollution Liability: Certificate Holder is included as Additional Insured including Completed Operations with respect to the General Liability and Pollution Liability if required by written contract and subject to terms, conditions and exclusions of the policy. A Waiver of Subrogation in favor of the Certificate Holder applies to General Liability and Pollution Liability if required by written contract, and subject to terms, conditions, and exclusions of the policy. Coverage is provided on a Primary & Non-Contributory basis on the General Liability and Pollution Liability policy if required by written contract and subject to terms, conditions and exclusions of the policy. The General Liability and Pollution Liability policy includes a Transportation Pollution Liability Endorsement, Pollution Disposal Liability Endorsement, and Products Pollution Liability Endorsement. 30 Day NOC applies.

Auto Liability: Certificate Holder is included as Additional Insured with respect to the auto liability policy if required by written contract and subject to terms, See Attached...

**CERTIFICATE HOLDER**

City of College Station
Attn: Risk Manager
PO Box 9960
College Station TX 77842

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

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AGENCY CUSTOMER ID: STERGLO-01

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| The Baldwin Group Southwest LLC | Sterling Global Industries, LLC<br>901 A Tradewinds<br>Midland TX 79707 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

conditions and exclusions of the policy. The Auto Liability policy includes a Blanket Waiver of Subrogation in favor of the Certificate Holder if required by written contract, and subject to terms, conditions, and exclusions of the policy. Primary and noncontributory wording & 30 day NOC applies.

Workers Compensation: A Blanket Waiver of Subrogation in favor of the Certificate Holder applies to the workers compensation policy if required by written contract, and subject to terms, conditions, and exclusions of the policy. No excluded proprietor/partner/executive/officer/members.

Excess Liability: Excess Liability policy follows form over the general liability / pollution liability, auto liability, and workers compensation policy(s) subject to terms, conditions, and exclusions.

Property / Materials Coverage in the amount of $400,000 specific to The City of College Station for - Electrical Distribution Directional Bore Projects is covered per the equipment inland marine policy listed above.



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**EXHIBIT D**
**PLANS AND SPECIFICATIONS**

Plans and Specifications from CSP/RFP#25-040 incorporated in the Contract by Reference

**EXHIBIT E**
**CONSTRUCTION SCHEDULE**

## Project: Green

**Sterling Global**

**Mike Stricker**

Project start date: 3/31/2025

Milestone marker:

Scrolling increment: 0

| Milestone description | Assigned to | Progress | Start | Days |
|---|---|---|---|---|
| **Project** | | | | |
| Hwy 60 | | | 3/30/2025 | 21 |
| George Bush | | | 4/21/2025 | 2 |
| 622 San Pedro | | | 4/22/2025 | 2 |
| 1007 Falcon | | | 4/24/2025 | 2 |
| 1115 Berkley | | | 4/28/2025 | 2 |
| 1202 Dominic | | | 4/30/2025 | 1 |
| 1300 William D Fitch | | | 5/1/2025 | 1 |
| 1318 Milner | | | 5/2/2025 | 1 |
| 1430 Hillside | | | 5/6/2025 | 1 |
| 1700 Southwest Pkwy | | | 5/7/2025 | 2 |
| 2445 Harvey Mitchell | | | 5/9/2025 | 2 |
| 2475 Earl Rudder | | | 5/13/2025 | 3 |
| 3702 SH6 | | | 5/16/2025 | 3 |
| Dominic Bayou | | | | 3 |
| Gilchrist | | | | 10 |
| Lankford | | | | 10 |
| Longmire | | | | 5 |
| Post Oak | | | | 1 |
| Raintree | | | | 2 |
| Rock Paririe | | | | 3 |
| San Mario | | | | 3 |
| Wellborn | | | | 5 |

To add more data, Insert new rows ABOVE this one

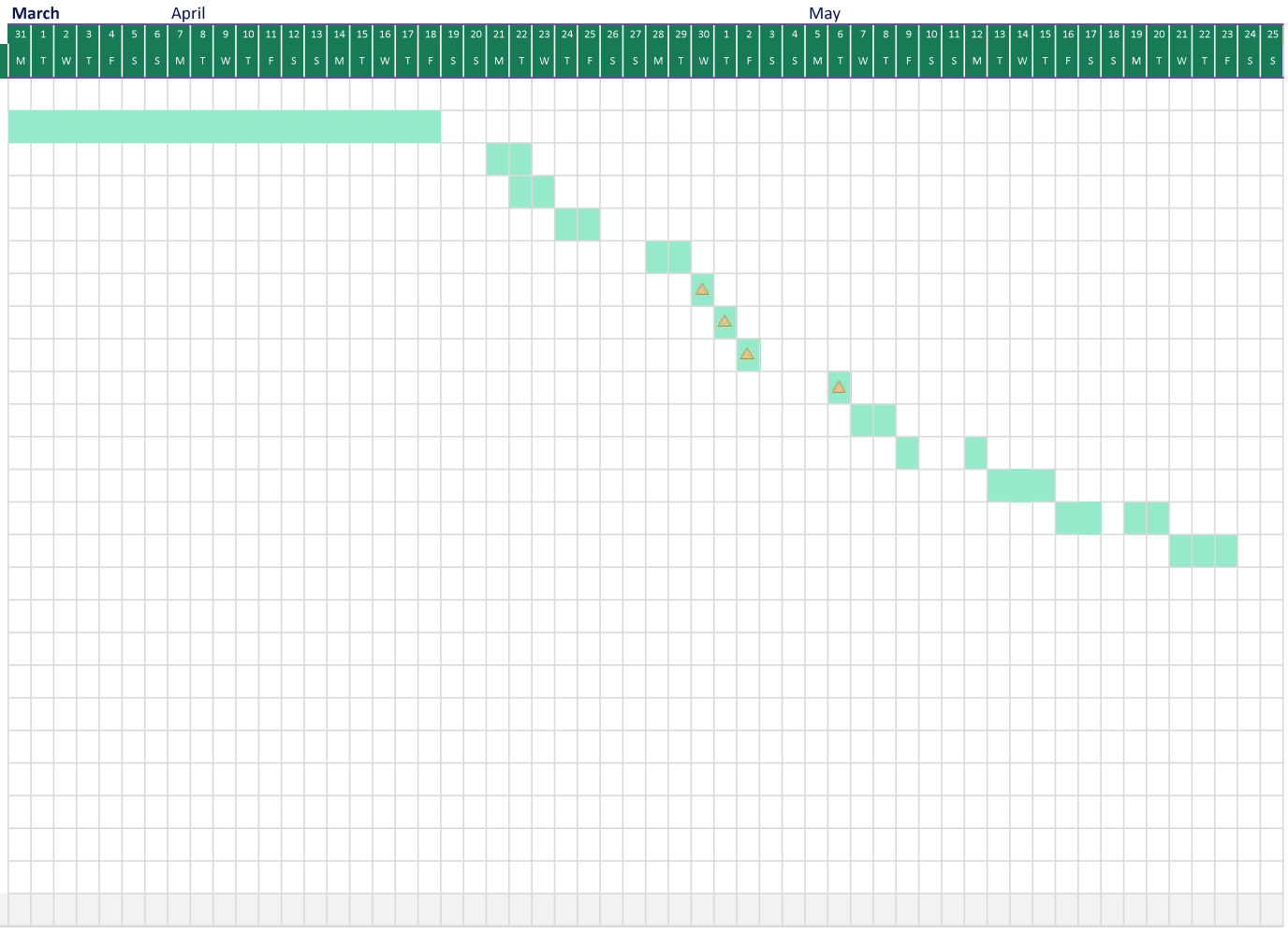


**EXHIBIT F**
**SCHEDULE OF VALUES**

**REQUEST FOR**
**COMPETITIVE SEALED PROPOSALS**
**AND**
**CONTRACT DOCUMENTS**

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

# ELECTRIC DISTRIBUTION CONSTRUCTION PROJECTS

**RFP NO. 25-040**

**February 20, 2025 @ 2:00 P.M. CT**

City of College Station, Texas
Purchasing Division – City Hall
1101 Texas Avenue
College Station, Texas 77840
www.cstx.gov

**COVER LETTER**
**(Tab 1)**

February 19, 2025

To: City of College Station

Bid No: 25-040
Project No:

Please find included the pricing for the above reference project. Sterling Global Industries ("Sterling") is pleased to submit the following bid proposal in response to your request for bid. Thank you for allowing Sterling the opportunity.

Our proposal is in strict accordance with your inquiry and scope of work provided to us. The following commercial and technical terms are considered part of this proposal and are reflected in the pricing presented. Should you have any questions or require any additional information, please do not hesitate to contact the below.

We appreciate the opportunity to pursue this work and look forward to your response.

Sincerely,

Michael Stricker
Director of Operations

Sterling Global Industries
C+ 254.386.2423
E+ mstricker@sterlinggloballlc.com
W+ www.sterlingglobalindustries.com

# EXECUTIVE SUMMARY

(Tab 2)

| | |
|---|---|
| Legal Name: | Sterling Global Industries, LLC |
| Formation Structure: | Partnership - LLC |
| Year Established: | 2002 |
| Corporate Address: | 901 Tradewinds Blvd. Suite A<br>Midland, Texas 79706 |
| Additional Participating Branches: | 3220 FM 2086<br>Temple, TX 76501 |
| Company Size: | <100 Employees |

Sterling is currently an active contractor with the City of College Station with employees and assets local. Further equipment and resources are available in our local office in Temple, TX, to fully support the needs of the projects. Our company operational leadership brings years of experience and a culture of transparency, integrity, and performance to each awarded project.

Sterling will self-perform 100% of the work with its own employees on these projects, without using major subcontractors or vendors. We anticipate allocating 1 crews to this project to complete within 3 to 4 months.

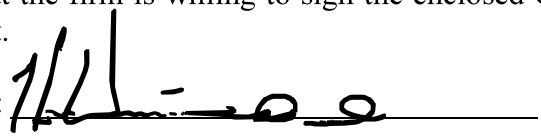
We thank you for the opportunity to submit a proposal and look forward to a positive response.

# CERTIFICATION

(Tab 3)

## CERTIFICATION OF PROPOSAL

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

Signed By: 

Title: CEO

Typed Name: Harrison Westmoreland

Company Name: Sterling Global Industries, LLC

Phone No.: 817-584-4471

Fax No.: n/a

Email: hwestmoreland@sterlingglobalIlc.com

Proposer Address:

| 3220 FM 2086 | Temple | TX 76501 | |
|---|---|---|---|
| P.O. Box or Street | City | State | Zip |

Order Address:

| 3220 FM 2086 | Temple | TX 76501 | |
|---|---|---|---|
| P.O. Box or Street | City | State | Zip |

Remit Address:

| 901 Tradewinds Blvd. Suite A | Midland | TX 79706 | |
|---|---|---|---|
| P.O. Box or Street | City | State | Zip |

Federal Tax ID No.: 81-3714751

DUNS No.: n/a

Date: February 19, 2025

**PROPOSAL NO. 25-040**

**PROPOSAL FORM**
**(Tab 4)**

**NOTE: An itemized proposal form is posted to the Brazos Valley e-Marketplace as a separate Excel file to aid in unit bid price entry. The completed excel workbook shall be attached to the electronic proposal package or provided with a USB, for manual proposals. Proposals received without the CSP RFP#25-040 Unit Price Schedule will be considered un-responsive. Offerors are responsible for ensuring unit bid pricing and calculations are correct.**

## PROPOSAL FORM

Date: February 19, 2025

PROPOSAL FROM: Sterling Global Industries, LLC

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

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of the Electric Distribution Construction Projects and to perform the work required for the construction of said Distribution projects at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

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

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

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

**BASE PROPOSAL**: Stipulated Total Bid of: ($373,405.88)

**CALENDAR DAYS**: Total number of calendar days to substantial completion is 120 days.

**RECEIPT OF ADDENDA**
I hereby acknowledge receipt of the following Addenda: _____

CONTRACTOR NAME: Harrison Westmoreland

CONTRACTOR SIGNATURE: 

**CSP/RFP #25-040**

## QUALIFICATIONS OF CONTRACTOR
## (Tab 5)

- Contractor's Experience & Qualifications
- Contractor Key Personnel
- Contractor's Current Work Schedule/Record
- List of Projects
- Contractor Litigation, Claims, Reputation & Compliance
- Contractor's Safety Record

## CONTRACTOR'S EXPERIENCE & QUALIFICATIONS

General Contractors Name: Sterling Global Industries, LLC

I. General

a. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.

b. Attach your Project Organization Chart

c. Submit list of other fully staffed branch offices

d. Submit list of corporate officers, partnerships or owners of organization

II. History

a. Please specify:

__ Corporation - State of Incorporation _____

✓ Partnership

__ Sole Proprietorship

__ Joint Venture

b. Specify: In continuous business since: 2002

c. Specify:

__ Large Business (100 or more employees)

✓ Small Business (fewer than 100 employees)

__ Other _____

III. Experience

a. Normally performs 100 % of work with own forces.

b. Proposing to perform 95 % of work for this project with own forces.

i. List Trades _____

_____

_____

_____

c. For work performed by the Prime Contractor on this project, Prime Contractor shall indicate if they will be using internal labor forces for the placement and finishing of the concrete or if they will be using day labor and only providing over sight in the form of a foreman and superintendent for the concrete placement and finishing.

(Provide additional attachments as required)

## CONTRACTOR KEY PERSONNEL

### Superintendent & Project Manager Information

Resumes of key personnel shall also be included. Professional affiliations, memberships, and certifications for each of the key personnel must be included and will be used to evaluate the proposed team and personnel.

| Project Manager | Years Experience | Projects |
|---|---|---|
| Michael Stricker | 35+ | Oncor, BTU, CSU, Austin Energy |
| | | |
| | | |
| | | |

| Superintendent | Years Experience | Projects |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

| Scheduler | Years Experience | Projects |
|---|---|---|
| John Brewer | 21 | BTU, Oncor, Georgetown, CSU |
| | | |
| | | |
| | | |

| Quality Control Person | Years Experience | Projects |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

# Mike Stricker

Director of Operations — 35 years of experience

**Responsibilities**

- Responsible for obtaining contractors and vendors for construction work and managing sub-contractors.
- Supervise electrical crews and foreman in both overhead utility and underground boring operations.
- Direct craft on daily activities to ensure equipment and materials are installed per design.
- Coordinate layout of work between various disciplines to ensure work was completed on schedule.
- Review electrical integrity of all electrical construction project drawings.

**Relevant Experience**

- Director of Operations | Sterling Global Industries, LLC — June 2023 – Present
- General Superintendent | Primoris T&D — June 2017 – May 2023
- General Foreman | Willbros T&D — January 1998 – May 2017
- Foreman | Flowers Construction — December 1992 – December 1997

**Credentials & Licensing**

- Business Management Diploma
- Contractor/Construction Management Diploma
- Tap Root Cert.
- Line Installer Repairer Cert (DOL)
- Electrician Diploma
- Air Cooled engines Diploma
- BNCOC Diploma
- Master Driver Cert
- PLDC Diploma
- Power Generation Diploma

## CONTRACTOR'S CURRENT WORK SCHEDULE/RECORD

I. Current Work Schedule

a. List major construction projects your organization has in-progress using the format below:

| Name & Location of Project | Contract $ | % Complete | Projected Completion Date | Owner Contact And Phone |
|---|---|---|---|---|
| Compressor Facility | $850,000 | 80% | 3/15/2025 | Trinity Perez (801) 940-1010 |
| Gas Facility | $3,500,000 | 20% | 5/31/2025 | Slaton Hierholzer (903)258-4023 |
| Ethanol Plant | $5,900,000 | 15% | 5/31/2025 | Randy Bergeron (504)415-7719 |
| BTU Utility Upgrades | $4,600,000 | 15% | 9/30/2025 | Matt Goodson (979)383-9962 |
| Utility Boring CSU | $450,000 | 80% | 3/15/2025 | James Bodine |

b. Total number and dollar amount of contracts currently in progress:

Number 9 $ 28,000,000

c. Largest single contract amount currently in progress:

Project Name: Fountain

Projected Completion Date: 5/31/2025

Dollar Amount $5,900,000

II. Past Record

a. List major construction projects of our organization has completed in the last 5 years that have similar work to the work to be completed in this project, with completion dates and references.

| Name & Location of Project | Contract $ | Date Completed | Owner Contact and Phone |
|---|---|---|---|
| See following page | | | |
| | | | |
| | | | |
| | | | |
| | | | |

b. Volume of work completed over last 5 years:

2023 $ 2,400,000
2022 $ 3,800,000
2021 $ 4,300,000
2020 $ 3,400,000
2019 $ 3,800,000

**List of Projects**

(Similar Projects in Size and Scope Completed in Last Five Years-List a maximum of 5 projects)

| Project | Municipality / Client | Primary Project Contacts and Number | $ Amount | Type | Date |
|---|---|---|---|---|---|
| 25 CIP Projects | Bryan Texas Utilities | Matt Goodson (979) 383-9962 | $4,600,000 | overhead utility upgrades | current |
| William J Bryan | Bryan Texas Utilities | Matt Goodson (979) 383-9962 | $1,200,000 | overhead to underground | |
| | | | | | |
| | | | | | |
| | | | | | |

2. **Attach scope descriptions for each project listed above, how the work is similar to this project and the challenges that were dealt with during construction.**

## CONTRACTOR LITIGATION, CLAIMS, REPUTATION & COMPLIANCE

I. Please answer the following questions

a. Has your firm or principal in charge ever defaulted, been declared to be in default, or failed to complete any work awarded?

__ yes
☑ no

If yes, stipulate where and why: _____

_____

_____

_____

b. Has your firm or principal in charge ever paid (or had withheld from payment) liquidated damages for failure to complete a contract on time?

__ yes
☑ no

If yes, stipulate where and why: _____

_____

_____

_____

c. Has your organization or principal in charge ever been charged with or paid a fine for non-compliance of State and/or Federal statutes or regulations?

__ yes
☑ no

If yes, stipulate where and why: _____

_____

_____

_____

II. List pending claims and/or litigation against or involving project owners at time of submitting Proposal. Show project name, owner and summary explanation.

None

_____

_____

## CONTRACTOR'S SAFETY RECORD

I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2022 0.96
2021 1.00
2020 1.00
2019 1.00
2018 1.00

II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

| | 2023 | 2022 | 2021 | 2020 | 2019 |
|---|---|---|---|---|---|
| Number of injuries & illnesses | 0 | 0 | 0 | 0 | 0 |
| Number of lost time accidents | 0 | 0 | 0 | 0 | 0 |
| Number of recordable cases | 0 | 0 | 0 | 0 | 0 |
| Number of fatalities | 0 | 0 | 0 | 0 | 0 |
| Number of employee direct hire fixed hours (round to 1,000's) | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 |

III. Please answer the following questions regarding your safety program

a. Are regular project safety meetings held for Field Supervisor(s)?
- ☑ yes
- ☐ no

If yes, frequency:
- ☐ weekly
- ☐ bi-monthly
- ☐ monthly
- ☑ as needed

b. Are project safety inspections conducted?
- ☑ yes
- ☐ no

If yes, who performs inspections? Foreman
How often? Daily
Who is required to attend? All crew assigned to job

c. Does your organization have a written safety program?
- ☑ yes
- ☐ no

## CONTRACTOR'S SAFETY RECORD (continued)

d. Does your organization have a safety orientation program for new employees?

☑ yes
__ no

For employees promoted to Field Supervisor?

☑ yes
__ no

If yes, does your Supervisor Safety Program include instructions on the following:

| | | |
|---|---|---|
| Safety work practices | ☑ yes | __ no |
| Tool box safety meetings | ☑ yes | __ no |
| First aid procedures | ☑ yes | __ no |
| Accident investigation | ☑ yes | __ no |
| Fire protection | ☑ yes | __ no |
| New worker's orientation | ☑ yes | __ no |

**PLAN & SCHEDULE**
**(Tab 6)**

- Contractor to provide baseline schedule in Microsoft Projects or similar program for this Work defining critical path.

- Provide strategies which are included in the proposal to minimize delays and areas for possible time savings.

# Project: Green

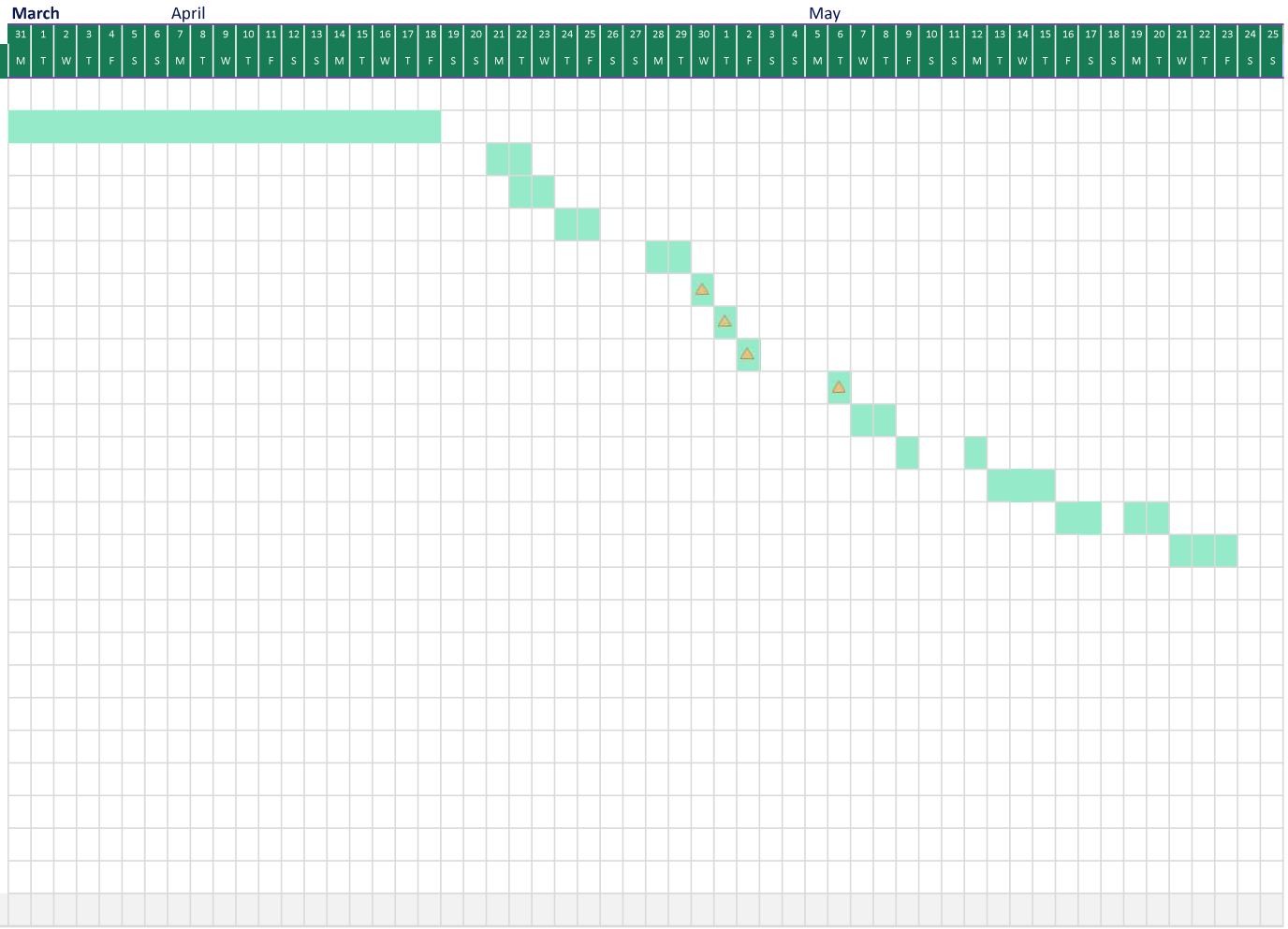
**Sterling Global**

**Mike Stricker**

Project start date: 3/31/2025

Milestone marker:

Scrolling increment: 0




| Milestone description | Assigned to | Progress | Start | Days |
|---|---|---|---|---|
| **Project** | | | | |
| Hwy 60 | | | 3/30/2025 | 21 |
| George Bush | | | 4/21/2025 | 2 |
| 622 San Pedro | | | 4/22/2025 | 2 |
| 1007 Falcon | | | 4/24/2025 | 2 |
| 1115 Berkley | | | 4/28/2025 | 2 |
| 1202 Dominic | | | 4/30/2025 | 1 |
| 1300 William D Fitch | | | 5/1/2025 | 1 |
| 1318 Milner | | | 5/2/2025 | 1 |
| 1430 Hillside | | | 5/6/2025 | 1 |
| 1700 Southwest Pkwy | | | 5/7/2025 | 2 |
| 2445 Harvey Mitchell | | | 5/9/2025 | 2 |
| 2475 Earl Rudder | | | 5/13/2025 | 3 |
| 3702 SH6 | | | 5/16/2025 | 3 |
| Dominic Bayou | | | | 3 |
| Gilchrist | | | | 10 |
| Lankford | | | | 10 |
| Longmire | | | | 5 |
| Post Oak | | | | 1 |
| Raintree | | | | 2 |
| Rock Paririe | | | | 3 |
| San Mario | | | | 3 |
| Wellborn | | | | 5 |

To add more data, Insert new rows ABOVE this one

## CONTRACTOR'S FINANCIAL RESOURCES
## (Tab 7)

- Submit your last audited financial statement and most current financial statement.

All financial statements are available upon specific and separate request, including financial review and current year statements.

**PROPOSAL BID BOND**
**(Tab 8)**

- Proposal Bid Bond in an amount no less than five percent (5%) of price proposal

**Bid Bond**

**Surety Department**

**KNOW ALL MEN BY THESE PRESENTS,**

That we, **Sterling Global Industries, LLC**, as Principal, hereinafter called the Principal, and the **Developers Surety and Indemnity Company**, a Corporation created and existing under the laws of the State of **California**, whose principal office is in Cleveland, OH, as Surety, hereinafter called the Surety, are held and firmly bound unto the **City of College Station, Texas**, as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the amount bid** Dollars ($ ---------), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**Whereas,** the Principal has submitted a bid for

**Electric Distribution Construction Projects RFP No. 25-040**

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and matcrial furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **20th** day of **February**, A.D. 20**25**.

Witness:

By: _____

**Sterling Global Industries, LLC**
(Principal)

By _____ (SEAL)
HARRISON WESTMORELAND

Witness:

Brandi Heath

**Developers Surety and Indemnity Company**

By _____
Steven Tucker, Attorney-in-Fact (SEAL)

**Form S-3266-4** Printed in U.S.A. 12-70

**POWER OF ATTORNEY FOR**
**COREPOINTE INSURANCE COMPANY**
**DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Tracy Tucker, Steven Tucker, Douglass A. Rood, Kovin J. Dunn, Bennett Brown and Roberta H. Erb, of Ft. Worth, TX

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective September 18, 2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By: DocuSigned by: Barry W. Moses 6B6415E7ADE548C... Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 20th day of February, 2025

# Unit Price Schedule for

# CONSTRUCTION UNITS

## SUMMARY

| | | |
|---|---|---|
| 101 George Bush - Pole Replacement | $ | 10,223.52 |
| 622 San Pedro - Pole Replacement | $ | 8,625.41 |
| 1007 Falcon Circle Pole CO - Pole and Riser Replacement | $ | 7,850.61 |
| 1115 Berkeley - Pole Replacement / OH Work | $ | 9,226.79 |
| 1202 Dominik - Pole Replacement | $ | 4,560.96 |
| 1300 William D. Fitch - Pole Replacement | $ | 4,562.99 |
| 1318 Milner Drive - Pole and Transformer Installation | $ | 6,446.09 |
| 1430 Hillside - Pole Installation | $ | 5,080.86 |
| 1700 Southwest Parkway | $ | 10,252.38 |
| 2445 Harvey Mitchell - Pole Replacement | $ | 13,671.92 |
| 2475 Earl Rudder Freeway - Pole Replacement | $ | 15,825.98 |
| 3702 SH 6 - Pole Replacement | $ | 12,467.77 |
| Dominik-Bayou Woods - Transformer Installation / Remove Open Secondary | $ | 11,193.49 |
| Gilchrist OH Tap Maintenance - Pole Replacement / OH Work | $ | 38,504.13 |
| Hwy 60 BTU-CSU Double Circuit - OH Conductor and Pole Installation | $ | 76,006.40 |
| Langford Street - Transformer Installation / Remove Open Secondary | $ | 33,778.43 |
| Longmire Drive OH Maintenance - Pole Replacement / OH Work | $ | 35,680.53 |
| Post Oak Sub Feeder Exit OH Maintenance - Pole Replacement / OH Work | $ | 5,019.33 |
| Raintree OH Maintenance - Pole Replacement / OH Work | $ | 8,145.81 |
| Rock Prairie Pole Replacements | $ | 20,683.72 |
| San Mario Court - Pole Installation | $ | 10,955.14 |
| Wellborn and Southwest Parkway - Pole Replacement | $ | 24,643.62 |
| **GRAND TOTAL** | **$** | **373,405.88** |

**April 24, 2025**
**Item No. 7.4.**
**Renewal of Price Agreement for Annual Concrete Curb, Gutter, and Flatwork Installation**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a renewal of the Annual Price Agreement for Concrete Curb, Gutter, and Flatwork installation with Larry Young Paving, Inc., not to exceed $4,400,000.

**Relationship to Strategic Goals:**
1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approval of the Annual Price Agreement Renewal.

**Summary:** This is a renewal of the Annual Price Agreement with Larry Young Paving, Inc. for the installation of concrete curb, gutter, and flatwork (sidewalks, shared use paths, etc.). Sealed bids for ITB #24-022 were opened on March 12, 2024, with three bid responses received from Larry Young Paving Inc., Brazos Paving, Inc., and DSW Homes, LLC. Larry Young Paving, Inc. was the lowest responsible bidder and awarded the contract on April 25, 2024. This renewal includes an increase of $414,600 to the not to exceed amount. This will allow additional capacity on the contract to complete work in the next year. Unit prices did not increase.

The term will be for the period beginning May 1, 2025, through April 30, 2026. This is the first of two possible renewals.

**Budget & Financial Summary:** Funding for the Price Agreement for the Annual Concrete Curb, Gutter and Flatwork is available in the Roadway Maintenance and Water Services operational budgets.

**Attachments:**
1. Renewal Acceptance
2. Tabulation 24-022

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300401R1 PROJECT #: N/A BID/RFP/RFQ#: 24-022

**Project Name / Contract Description:** Annual Price Agreement for Curb, Gutter, and Flatwork as described in ITB 24-022

**Name of Contractor:** Larry Young Paving, Inc.

**CONTRACT TOTAL VALUE:** $ 4,400,000.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

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

☐ **NEW CONTRACT** ☒ **RENEWAL #** 1 ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

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

On March 12th bids were solicited for APA Curb, Gutter, and Flatwork services. Three (3) responses were received, of which Larry Young Paving, Inc was the lowest responsible bidder.

Funding Account: 39131798 5315

This is the 1st of 2 possible renewals options

*(If required)**

**CRC Approval Date*:** N/A **Council Approval Date*:** 4/24/25 **Agenda Item No*:** _____

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

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

**SIGNATURES RECOMMENDING APPROVAL**

Emily Fisher — 2/17/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

John Crooks — 2/20/2025
ASST CITY MGR – CFO — DATE

John A. Haislet — 2/20/2025
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

*the heart of the Research Valley*

**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew contract no.24300401R1, for the Annual Price Agreement for Curb, Gutter, and Flatwork (Bid no. 24-022). For a not to exceed amount of $4,400,000.00, all other terms and conditions are unchanged and accepted. This is the first of two possible renewal options.

I understand this renewal term will be for the period beginning May 1, 2025, through April 30, 2026.

**LARRY YOUNG PAVING, INC.**

By: _____
Printed Name: Mark Schinzler
Title: COO
Date: 2/16/2025

**CITY OF COLLEGE STATION**

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: 2/20/2025

_____
Asst. City Manager/CFO
Date: 2/20/2025

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/6/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Rollo Insurance Group, Inc<br>1500 Earl Rudder Freeway S<br>College Station, TX 77840 | PHONE (A/C, No, Ext): (979) 774-2800 | FAX (A/C, No): (979) 774-2800 |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Arch Insurance Company | 11150 |
| INSURER B : Axis Surplus Insurance Co | 26620 |
| INSURER C : Endurance American Specialty Insurance Company | 41718 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Larry Young Paving, Inc.
Silver Hill Equipt Co, LLC
P.O. Box 11779
College Station, TX 77842

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | ZAGLB1859900 | 12/18/2024 | 7/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 300,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | ZACAT9324500 | 12/18/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| B | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | P-001-003796890-01 | 8/23/2024 | 8/23/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | ZAWCI9799900 | 12/18/2024 | 7/1/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Excess Liability | | | ELD30043365101 | 8/23/2024 | 8/23/2025 | Excess Liab$5M X $5M | 5,000,000 |

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

**The general liability policy includes a blanket automatic additional insured provision that provides additional insured status to the certificate holder, when there is a written contract between the named insured and the certificate holder that requires such status. Waiver of Subrogation as required by written contract. Insurance is Primary and Non Contributory.**

**CERTIFICATE HOLDER**

City of College Station
Attention: Risk Management
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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CITY OF COLLEGE STATION - PURCHASING DIVISION
TABULATION for ITB #24-022
"ANNUAL PRICE AGREEMENT FOR CURB, GUTTER AND FLATWORK"
Open Date: March 12, 2024 @ 2:00 pm CDT

| | | | | Brazos Paving, Inc. (Bryan, TX) | | Larry Young Paving, Inc. (College Station, TX) | | DSW Homes, LLC (Friendswood, TX) | |
|---|---|---|---|---|---|---|---|---|---|
| **ITEM** | **EST. QTY** | **UNIT** | **DESCRIPTION** | **UNIT PRICE** | **TOTAL PRICE** | **UNIT PRICE** | **TOTAL PRICE** | **UNIT PRICE** | **TOTAL PRICE** |
| **GENERAL CONSTRUCTION ITEMS** | | | | | | | | | |
| 1 | 30,000 | Linear Foot | Remove and Replace Concrete Curb and Gutter in accordance with the 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, standard specs, Item 360, Concrete Pavement, Item 529 Concrete Curb, Gutter, and Combined Curb and Gutter, and according to the Bryan/College Station Unified Design Guidelines. Prices should reflect work needed to establish grades to create positive water flow and ADA compliance. FOB Delivered. | $44.20 | $1,326,000.00 | $37.93 | $1,137,900.00 | $46.00 | $1,380,000.00 |
| 2 | 5,000 | Cubic Yard | Remove and Replace Concrete Flatwork (sidewalks, driveways, aprons, gutters) in accordance with the 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, standard specs, Item 360, Concrete Pavement, Item 529 Concrete Curb, Gutter, and Combined Curb and Gutter, and according to the Bryan/College Station Unified Design Guidelines. The option of using fiber mesh rather than steel rebar may be considered for sections that are not exposed to vehicular traffic and will be determined by the Division Manager. Prices should reflect work needed to establish grades to create positive water flow and ADA compliance. FOB Delivered. | $551.50 | $2,757,500.00 | $569.50 | $2,847,500.00 | $725.00 | $3,625,000.00 |
| | | | **GRAND TOTAL** | **$4,083,500.00** | | **$3,985,400.00** | | **$5,005,000.00** | |
| | | | **Bid Certification** | **Y** | | **Y** | | **Y** | |
| | | | **Bid Bond** | **Y** | | **Y** | | **Y** | |

**April 24, 2025**
**Item No. 7.5.**
**Maroon Dumpsters, LLC Franchise Agreement - Second Reading**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Maroon Dumpsters, LLC for the collection of recyclables from commercial and multifamily locations.

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

**Recommendation(s):** Staff recommends approval of this franchise agreement ordinance.

**Summary:** This item is an ordinance renewing Maroon Dumpsters, LLC a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

This franchise agreement allows Maroon Dumpsters, LLC to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors' monthly gross revenues, delivery revenues, and hauling revenues, as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons landfilled quarterly but are not required to disclose specific sites that are utilizing recycling services. The term of this agreement is five years.

Counting Maroon Dumpsters, LLC, the city has a total of eighteen (18) franchised haulers. This list can be found on the city’s website under Public Works.

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

**Attachments:**
1. Maroon Dumpsters Franchise Agreement

# CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 25300398 PROJECT#: N/A BID/RFP/RFQ#: N/A

**Project Name / Contract Description:** Recyclable Collection Franchise Agreement

**Name of Contractor:** Maroon Dumpsters, LLC

**CONTRACT TOTAL VALUE:** $ N/A

**Grant Funded** ☐ Yes ☒ No
If yes, what is the grant number: ☐

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

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

☒ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Two City Council readings required for this Franchise Agreement; scheduled for April 10, 2025 & April 24, 2025.

*(If required)**
**CRC Approval Date*:** N/A **Council Approval Date*:** 4/10&4/24/25 **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 — 3/10/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

John A. Haislet — 3/10/2025
LEGAL DEPARTMENT — DATE

[signature] — 3/10/2025
ASST CITY MGR – CFO — DATE

**APPROVED & EXECUTED**

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

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

**ORDINANCE NO. _____**

**RECYCLABLES COLLECTION FRANCHISE AGREEMENT**

**AN ORDINANCE GRANTING CONTRACTOR, MAROON DUMPSTERS, LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.**

**WHEREAS,** the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

**WHEREAS,** the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

**WHEREAS,** the City of College Station desires to exercise the Charter's authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,**

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## ARTICLE I. DEFINITIONS

**1.1** **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.

**1.2** **Approved Customers** means those designated premises located within the City that generate Recyclables.

**1.3** **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.

**1.4** **City Council or Council** means the governing body of the City of College Station, Texas.

**1.5** **City** means the City of College Station, a Texas Home Rule Municipal Corporation.

**1.6** **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.

**1.7** **Collection** means the scheduled aggregation of Recyclables by Contractor.

**1.8** **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.

**1.9** **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.

**1.10** **Contractor** means the Contractor franchised for the collection of Recyclables.

**1.11** **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.

**1.12** **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.

**1.13** **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.

**1.14** **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

**1.15** **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.

**1.16** **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.

**1.17** **TAC** means the Texas Administrative Code now and as amended.

**1.18** **TCEQ** means the Texas Commission on Environmental Quality.

## ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

**2.1** **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

**2.2** **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.

**2.3** **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.

**2.4** **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

## ARTICLE III. PAYMENT AND TERM

**3.1** **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

**a.** A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.

**b.** A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.

**c.** A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

**3.2** **Payments.** Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth ($20^{th}$) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

**3.3** **Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

**3.4** **Franchise Fee Requirements.** Payments must state on a form approved by the City:

**a.** The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
**b.** The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
**c.** The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
**d.** The total payment amount.

**3.5** **Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

## ARTICLE IV. ACCESS TO RECORDS & REPORTING

**4.1** **Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.

**4.2** **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

**4.3** **Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.

**4.4** **Activity Report**. Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth ($20^{th}$) calendar day of each month. Contractor's report shall include the following information:

- **a.** The Customer collection count, itemized by customer type.
- **b.** Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
- **c.** Any other information concerning the collections as required by the City's Representative.

## ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

**5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

## ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

**6.1** **Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

**6.2** **Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.

**6.3** **Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

## ARTICLE VII. COLLECTION AND TRANSPORT

**7.1** **Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.

**7.2** **Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

## ARTICLE VIII. PLACEMENT OF RECEPTACLES

**8.1** **Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.

**8.2** **City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

## ARTICLE IX. SERVICE COMPLAINTS

**9.1** **Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

**9.2** **Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

**9.3** **Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.

**9.4** **Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars ($300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

## ARTICLE X. DISPOSAL AND PROCESSING

**10.1** **Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWMA, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.

**10.2** **Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

## ARTICLE XI. VIOLATION AND PENALTY

**11.1** **Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed $2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.

**11.2** **Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

## ARTICLE XII. INSURANCE

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

**12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

## ARTICLE XIII. INDEMNIFICATION AND RELEASE

**13.1 Indemnification. Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.**

**13.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.**

## ARTICLE XIV. DISPUTES AND MEDIATION

**14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

**14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

**14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

## ARTICLE XV. GENERAL TERMS

**15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

**15.2 Termination.**

**a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.

**b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

**c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

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

**15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

**15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.

**15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

**15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

**15.9 Invalid Provisions.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

**15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

**15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

**15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

| | |
|---|---|
| City of College Station | Maroon Dumpsters, LLC |
| Attn: Caroline Ask | Attn: Leah Jones, CFO |
| PO BOX 9960 | P.O. Box 11648 |
| College Station, TX 77842 | College Station, Texas 77842-1648 |
| cask@cstx.gov | Leah@maroondumpsters.net |

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

**A.** Schedule of Rates
**B.** Insurance Requirements
**C.** Certificates of Insurance

**15.15 Public Meetings and Readings.** This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

**a.** First Consideration & Approval on the 10th day of April, 2025.

**b.** Second Consideration & Approval on the 24th day of April, 2025.

**MAROON DUMPSTERS, LLC**

By: Leah Jones

Printed Name: Leah Jones

Title: **Owner/Member**

Date: 3/6/2025

**CITY OF COLLEGE STATION**

By: _____
Mayor

Date: _____

**ATTEST:**

_____
City Secretary
Date: _____

**APPROVED:**

_____
City Manager
Date: _____

John A. Haislet
City Attorney
Date: 3/10/2025

_____
Assistant City Manager/CFO
Date: 3/10/2025

## EXHIBIT A. SCHEDULE OF RATES

I. Contractor's base rate is $265.00 per pull, and may increase, depending on a variety of conditions, including but not limited to:
   a. Location of Customer
   b. Impact on Existing Routes
   c. Ingress and Egress Capabilities
   d. Special Requests by Customers
   e. Frequency of Collections
   f. Volume of Materials
   g. Type of Materials
   h. External Contributing Conditions of Market Costs

## EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

### I. Standard Insurance Policies Required:

a. Commercial General Liability
b. Business Automobile Liability
c. Workers' Compensation

### II. General Requirements Applicable to All Policies:

a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
d. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
e. The City will not accept "claims made" policies.
f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

### III. Commercial General Liability

a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
c. Limits of liability must be equal to or greater than $500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $1,000,000. Limits shall be endorsed to be per project.
d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
e. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

## IV. Business Automobile Liability

a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
c. Combined Single Limit of Liability not less than $1,000,000 per occurrence for bodily injury and property damage.
d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

## V. Workers' Compensation Insurance

a. Workers compensation insurance shall include the following terms:
    i. Employer's Liability minimum limits of liability not less than $500,000 for each accident/each disease/each employee are required
    ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
    iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

## EXHIBIT C. CERTIFICATES OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2025

**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**<br>ANCO Insurance<br>PO Box 3889<br>Bryan TX 77805 | **CONTACT NAME:** Dede Mora<br>**PHONE (A/C, No, Ext):** 800-749-1733 x6977 **FAX (A/C, No):** 979-774-5372<br>**E-MAIL ADDRESS:** morad@anco.com |
| | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Acuity A Mutual Insurance Comp / 14184 |
| **INSURED** MARODUM-01<br>Maroon Dumpsters, LLC<br>PO Box 11648<br>College Station TX 77842 | **INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 972270506 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | ZT6531 | 12/27/2024 | 12/27/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>PD Deductible | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ 1,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | ZT6531 | 12/27/2024 | 12/27/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | [ ] **UMBRELLA LIAB** [X] OCCUR<br>X **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | | | ZT6531 | 12/27/2024 | 12/27/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | ZT6529 | 12/27/2024 | 12/27/2025 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Jacob Yanez, Henry Yanez, and Cindy Yanez are excluded from coverage on the Workers' Compensation policy.

**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**

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**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU - PRIMARY** **CA-7214(10-98)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

**1.** Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising out of operations performed for the additional insured by you.

**2.** The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

**3.** The Limits of Insurance applicable to the additional insured are those specified in the written con- tract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.


Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**TRUCKERS' ENHANCEMENTS** **CA-7260(11-15)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

**A. Temporary Substitute Vehicle Physical Damage**

The following is added to item C Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any *auto* you do not own while used with permission of its owner as a temporary substitute for a covered *auto* you own that is out of service because of its breakdown, repair, servicing, *loss* or destruction is a covered *auto* for Physical Damage Coverage.

**B. Who Is an Insured**

The following are added to Who Is an Insured under Section II - Liability Coverage:

**1. Newly Acquired Organizations**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if 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;

**b.** This coverage does not apply to *bodily injury* or *property damage* that occurred before you acquired or formed the organization;

**c.** 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.

**2. Employees as Insureds**

Any *employee* of yours is an *insured* while using a covered *auto* you do not own, hire or borrow in your business or your personal affairs.

**C. Increased Supplementary Payments**

**1.** The limit shown in paragraph A2a(2) of Section II - Liability Coverage is increased to $3,000.

**2.** The limit shown in paragraph A2a(4) of Section II - Liability Coverage is increased to $300.

**D. Fellow Employee Coverage**

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.

**E. Towing for Covered Autos after Covered Losses**

The following is added to paragraph A4 Coverage Extensions of Section III - Physical Damage Coverage in the Business Auto Coverage Form and to paragraph - A4 Coverage Extension under Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form and the Towing Coverage endorsement, if it applies to the policy:

If a covered *loss* to a covered *auto* renders the vehicle undriveable, we will pay for reasonable and necessary costs to tow the vehicle to the nearest service or salvage facility. This coverage only applies to a covered *auto* insured for Comprehensive or Collision coverage. Such payments will not reduce the limits of insurance described in C Limit of Insurance.

**F. Transportation Expenses**

The Transportation Expenses Coverage Extension is replaced by the following:

We will also pay up to $75 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered *auto* of the private passenger or *light truck* type. We will pay only for those covered *autos* for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered *auto* is returned to use or we pay for its *loss.*

**G. Increased Sub-limit for Audio, Visual and Data Electronic Equipment Coverage**

The sub-limit shown in paragraph C2 of the Limit of Insurance Provision of Section III - Physical Damage Coverage in the Business Auto Coverage Form is increased to $3,000.

**H.** The following are added to Coverage Extensions under Section III - Physical Damage Coverage of the Business Auto Coverage Form and to Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form:

**1. Accidental Airbag Discharge**

We will pay to replace an airbag that deploys without the car being involved in an accident. This coverage applies only to a covered *auto* which you own.

**2. Loan/Lease Gap Coverage**

**a. Private Passenger or Light Truck Types**

In the event of a total *loss* to a covered *auto* of the private passenger or *light truck* type, we will pay any unpaid amount due on the lease or loan, less:

(1) The amount paid under the Physical Damage Coverage Section of the policy; and

(2) Any:

(a) Overdue lease/loan payments at the time of the *loss;*

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

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

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

**b. Truckers, Other than Private Passenger and Light Truck Types**

In the event of a total *loss* to a covered *auto* of the truck type, we will pay up to $5,000 for any unpaid amount due on the lease or loan, less:

(1) The amount paid under the Physical Damage Coverage Section of the policy; and

(2) Any:

(a) Overdue lease/loan payments at the time of the loss;

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

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

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

**3. Hired Auto Physical Damage Coverage**

If hired *autos* are covered *autos* for Liability Coverage, then the Physical Damage Coverages provided under this Coverage Form for any *auto* you own are extended to *autos* of the private passenger or *light truck* type which you lease, hire, rent or borrow for a period of 30 days or less, subject to the following limit.

The most we will pay under this extension is the lesser of the actual cash value, the cost of repair or $50,000, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned *auto* of the private passenger or *light truck* type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered *auto* you own of the private passenger or *light truck* type.

**4. Rental Reimbursement Coverage for Private Passenger Vehicles or Light Trucks**

**a.** This coverage applies only to a covered *auto* of the private passenger or *light truck* type.

**b.** We will pay for rental reimbursement expenses incurred by you for the rental of an *auto* because of a covered *loss* to an *auto* to which this extension applies. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered *auto.* No deductibles apply to this coverage.

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

(1) The number of days reasonably required to repair or replace the covered *auto.* If *loss* is caused by theft, this number of days is added to the number of days it takes to locate the covered *auto* and return it to you.

(2) 30 days.

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

(1) Necessary and actual expenses incurred.

(2) $75 per day to a maximum of $1,500.

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

**f.** If *loss* results from the total theft of a covered *auto* to which this extension applies, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extensions.

**g.** The Rental Reimbursement Coverage

described above does not apply to a covered *auto* that is described or designated as a covered *auto* on Rental Reimbursement Coverage Form CA-9923F.

**5. Fire Department Service Charge**

When the fire department is called to save or protect a covered *auto,* its equipment, its contents, or occupants from a covered *loss,* we will pay up to $1,000 for your liability for fire department service charges:

**a.** Assumed by contract or agreement prior to loss; or

**b.** Required by local ordinance.

No deductible applies to this additional coverage.

**6. Fire Extinguisher Recharge**

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered *auto* that are intentionally discharged in an attempt to extinguish a fire.

**7. Broad Form Electronic Equipment Coverage**

We will also pay, with respect to a covered *loss*, the actual cash value, repair cost, replacement cost or $5,000, whichever is less, for *loss* to *electronic equipment* owned by you and used in your business while inside or attached to a covered *auto*.

**Deductible**

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

**Other Insurance**

The Broad Form Electronic Equipment Coverage is excess over any other insurance coverage available for the same *loss*.

**Exclusions**

Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions apply to this extension.

**8. Rental Reimbursement, Business Income and Extra Expense Coverage**

**Limits**

The most we will pay for all *loss* for each covered *auto* involved in any one *accident* for Rental Reimbursement, Business Income and Extra Expense combined is $10,000.

**Coverage**

**a.** Rental Reimbursement Coverage

(1) We will pay for expenses incurred by you during the *period of restoration* for the rental of an *auto* made necessary because of a covered *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(2) This Rental Reimbursement Coverage does not apply to a covered *auto* of the private passenger or *light truck* type because coverage for these vehicles is provided in item 4 of this endorsement.

**b.** Business Income and Extra Expense Coverage

(1) Business Income Coverage

(a) Actual Loss Sustained Coverage - We will pay the actual loss of *business income* sustained by you as the result of the necessary suspension of your business during the *period of restoration* due to a *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(b) Specified Amount per Day Coverage - At your option, we will pay up to $250 per day for a maximum of seven days during the *period of restoration* for income loss. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(2) Extra Expense Coverage

We will pay the necessary and reasonable *extra expenses* that you incur during the *period of restoration* that you would not have incurred had there been no *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

**Conditions**

**a.** Any payment for Business Income made under Specified Amount per Day Coverage reduces the payment we

make under any other coverages listed in extension 8.

**b.** No other deductible applies to these coverages.

**c.** We will not pay under these coverages if you do not repair or replace the covered *auto*.

**d.** You must resume all or part of your business as quickly as possible.

**e.** If you have other *autos* you can use to reduce the amount of loss payable under these coverages, you are required to use them.

**f.** We will not pay for loss or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such loss that affects your *business income*.

**g.** We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the *business income* loss or *extra expense* incurred.

**9. Fuel in Vehicle Coverage**

We will also pay, with respect to a covered *loss*, the actual loss sustained for the *loss* to the fuel used to operate your vehicle but only with respect to a covered *auto*. You must provide documentation supporting your claim for damages.

**Deductible**

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

**10. Miscellaneous Equipment Used With Covered Vehicle Coverage**

We will also pay, with respect to a covered *loss*, the actual cash value, repair cost, or replacement cost, whichever is less, for *loss* to your *miscellaneous equipment* but only with respect to a covered *auto*.

**Deductible**

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

**Exclusions**

Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions apply to this extension.

**11. Miscellaneous Equipment Used With Trailers Used by You Coverage**

We will pay for *loss* to your *miscellaneous equipment* used in the handling of property being transported on trailers that are not a covered *auto* on this policy up to the actual cash value, repair cost, replacement cost or $1,000, whichever is less. The loss is subject to a $250 deductible.

We will not pay for *loss* caused by wear and tear.

In addition, Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions apply to this extension.

**12. Personal Property Coverage**

We will also pay, with respect to a covered *loss*, the actual cash value, repair cost, replacement cost or $2,500, whichever is less, for *loss* to personal property, including business personal property, owned by you or a driver while inside a covered *auto*.

We will not pay for *loss* to:

**a.** Accounts, bills, currency, deeds, money, notes, securities and evidences of debt;

**b.** Bullion, precious stones, jewelry or similar valuables, paintings, art objects, manuscripts or mechanical drawings;

**c.** Contraband or property in the course of illegal transportation or trade;

**d.** Furs, animals, birds or fish;

**e.** *Electronic equipment* owned by you and used in your business;

**f.** Firearms; and

**g.** An *auto*, its equipment or fluids, including fuel.

Other exclusions also apply to this coverage. Refer to paragraph N Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions for more information.

The Personal Property Coverage is excess over any other insurance coverage available for the same *loss*.

**Deductible**

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

**13. Electronic Logging Devices or Electronic On-Board Recorders**

We will also pay, with respect to a covered *loss,* up to $3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently installed in the *auto* but only with respect to a covered *auto.*

**Deductible**

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

**I. Deductible Provision**

Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

**1.** For each covered *auto,* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* caused by fire or lightning.

**2. Combined Truck, Tractor/Trailer, Cargo Deductible**

**a.** If you have a loss to more than one covered *auto* when such covered *autos* are attached to one another at the time of *loss*, then our obligation to pay will be reduced by the single highest applicable deductible.

**b.** If you have a covered *loss* to Covered Property under a Transportation or Motor Truck Cargo Coverage Form under this policy and a covered *loss* to a covered *auto* or more than one covered *autos* that are attached to one another at the time of *loss*, then our obligation to pay will be reduced by the single highest applicable deductible.

**3.** The deductibles will not apply to *loss* caused by a collision of a covered *auto* with any other auto insured by us.

**4.** If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the loss.

**J. Knowledge of Claim or Suit**

The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an *accident,* claim, *suit* or *loss* by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of *accidents,* claims, *suits* or *loss* shall have received such notice from the agent or *employee.*

**K. Waiver of Subrogation for Written Contracts**

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We waive any right of recovery we may have against a person or organization because of payments we make for *bodily injury* or *property damage* arising out of your use of a covered *auto* which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the *accident* causing *bodily injury* or *property damage.*

**L. Worldwide Coverage Territory for Hired Autos**

The following is added to paragraph B7 of Section IV - Business Auto Conditions of the Business Auto Coverage Form and to Section V - Motor Carrier Conditions of the Motor Carrier Coverage Form:

With respect to *autos* hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

**M. Mental Anguish Coverage**

The Definition of *bodily injury* is amended to include mental anguish.

**N. Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions**

We will not pay for *loss*:

**1.** Caused by theft, unless there are visible

signs or marks of forcible entry into the covered *auto* and the theft is reported to law enforcement authorities;

**2.** Caused by mysterious disappearance; or

**3.** Under Personal Property and Broad Form Electronics Coverage to:

**a.** Radar detection devices; or

**b.** Actual data and instructions converted to a form for use with electronic equipment, however maintained.

**O. Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders**

**1.** If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Comprehensive or Collision Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* to property covered by an extension caused by fire or lightning.

**2.** If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Specified Causes of Loss Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

**3.** In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

**P. Coverage Extensions Definitions**

**1.** "*Business income*" means the:

**a.** Net income (Net profit or loss before income taxes) that would have been earned or incurred if no *loss* would have occurred; and

**b.** Continuing normal operating expenses incurred, including payroll.

**2.** "*Ele*ctronic equipment" includes any computer system, computer media, fax machine, satellite system, video monitoring system, cellular telephone, two-way radio or telephone, scanning monitor receiver, collision prevention system or GPS system. *Electronic equipment* includes any antennas, tapes, records, discs used with the *electronic equipment* and other accessories used to operate the equipment.

Because the following *electronic equipment* is insured elsewhere in this Coverage Form, *electronic equipment* does not mean:

**a.** Electronic equipment permanently installed in the location provided for such equipment by the original manufacturer of the *auto*; and

**b.** Equipment designed to be operated solely by use of the power from the *auto's* electrical system that, at the time of *loss*, is:

(1) Permanently installed in or upon the covered *auto*; or

(2) Removable from a housing unit which is permanently installed in or upon the covered *auto.*

**c.** An integral part of the same unit housing any electronic equipment described in paragraphs b(1) and b(2) above; or

**d.** Necessary for the normal operation of the covered *auto* or the monitoring of the covered *auto's* operating system.

**3.** "*Extra expense*" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

**4.** "*Light truck*" means a truck with a gross vehicle weight of 10,000 pounds or less.

**5.** "*Miscellaneous equipment*" means hand trucks, dollies, pallets, pads, covers, binders, tarps, tie-downs, chains and other similar equipment used in the handling of property being transported.

**6.** "*Period of restoration*" means the period of time that:

**a.** Begins:

(1) Twenty-four hours after the time of *loss* for Rental Reimbursement Coverage or Business Income Coverage; or

(2) Immediately after the time of *loss* for Extra Expense Coverage; and

**b.** Ends at the earliest of:

(1) The time required to resume your normal business operations; or

(2) The time that is reasonably necessary to repair or replace the covered *auto*.

*Period of restoration* does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants.

The expiration date of this policy will not cut short the *period of restoration*.

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION** **CG-2001R(4-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

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

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU** **CG-2033R(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1.** Section II - Who Is An Insured is amended to include as an additional insured:

**a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

**b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

**a.** Your acts or omissions; or

**b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

**a.** Only applies to the extent permitted by law; and

**b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

**a.** *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:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**b.** *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.

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

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

**a.** Required by the contract or agreement you have entered into with the additional insured; or

**b.** 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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**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)** **CG-7277(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**1.** Section II - Who Is An Insured is amended to include as an additional insured:

**a.** Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and

**b.** Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

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

**b.** 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.

**2.** This insurance does not apply to:

**a.** *Bodily injury* or *property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

**b.** *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

**c.** *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional services by or for you.

**3.** 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:

**a.** Required by the contract or agreement; or

**b.** 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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## ACUITY ENHANCEMENTS - GENERAL LIABILITY

CG-7301(12-19)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Extended Non-Owned Watercraft**

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

**B. Increased Bail Bond Amount**

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to $1,000.

**C. Increased Reasonable Expenses Incurred by the Insured**

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to $350.

**D. Newly Acquired Organizations**

Item 3a of Section II - Who Is An Insured is replaced by the following:

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

**E. Tenants Legal Liability**

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages 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 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is $10,000. A $250 deductible applies.

**F. Knowledge of Claim or Suit**

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an *occurrence,* claim or *suit* by your agent, servant or *employee* shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or *employee.*

**G. Unintentional Failure to Disclose Hazard**

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

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

**H. Waiver of Subrogation for Written Contracts**

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization 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.*

The waiver applies only to:

**1.** Any person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage; and

**2.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph 1 above.

**I. Liberalization**

The following is added to Section IV - Commercial General Liability Conditions:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**J. Broadened Bodily Injury**

The Definition of *Bodily Injury* is amended to include mental anguish.

**K. Electronic Data Liability**

**1.** Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial

information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate *electronic data* that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph (1) or (2) above.

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of *bodily injury.*

**2.** The following paragraph is added to Section III - Limits of Insurance:

Subject to paragraph 5 above, $10,000 is the most we will pay under Coverage A for *property damage* because of all loss of *electronic data* arising out of any one *occurrence.*

**3.** The following definition is added to Section V - Definitions:

*"Electronic data"* means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and application software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**4.** For the purposes of this coverage, the definition of *"property damage"* in Section V - Definitions is replaced by the following:

*"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;

**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 the *occurrence* that caused it; or

**c.** Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate *electronic data*, resulting from physical injury to tangible property. All such loss of *electronic data* shall be deemed to occur at the time of the *occurrence* that caused it.

For the purposes of this coverage, *electronic data* is not tangible property.

**L. Employee Benefits Liability Coverage**

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

**Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this coverage 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 to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any *claim* or *suit* that may result. But:

(1) The amount we will pay for damages is limited as described in paragraph 5 of this coverage; and

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

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

**b.** This coverage applies to damages only if:

(1) The act, error or omission, is negligently committed in the *administration* of your *employee benefit program;*

(2) The act, error or omission, did not take place before the original inception date of this coverage nor after the end of the policy period; and

(3) A *claim* for damages, because of an act, error or omission, is first made against any insured, in accordance with paragraph c below, during the policy period or an Extended Reporting Period we provide under paragraph 6 of this coverage.

**c.** A *claim* seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such *claim* is


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received and recorded by any insured or by us, whichever comes first; or

(2) When we make settlement in accordance with paragraph a above.

A *claim* received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

**d.** All *claims* for damages made by an *employee* because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such *employee's* dependents and beneficiaries, will be deemed to have been made at the time the first of those *claims* is made against any insured.

**Exclusions**

This coverage does not apply to:

**a. Dishonest, Fraudulent, Criminal Or Malicious Act**

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

**b. Bodily Injury, Property Damage, Or Personal And Advertising Injury**

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

**c. Failure To Perform A Contract**

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

**d. Insufficiency Of Funds**

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

**e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any *claim* based upon:

(1) Failure of any investment to perform;

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

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

**f. Workers' Compensation And Similar Laws**

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

**g. ERISA**

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

**h. Available Benefits**

Any *claim* for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**i. Taxes, Fines Or Penalties**

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

**j. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**2.** For the purposes of the coverage provided:

**a.** All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.

**b.** Paragraphs 1b and 2 of the Supplementary Payments provision do not apply.

**3.** For the purposes of the coverage provided, paragraphs 2 and 3 of Section II - Who Is An Insured are replaced by the following:

**2.** Each of the following is also an insured:

**a.** Each of your *employees* who is or was authorized to administer your *employee benefit program.*

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

**c.** Your legal representative if you die, but only with respect to duties as


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such. That representative will have all your rights and duties under this coverage.

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

   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

   b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

4. For the purposes of the coverage provided, Section III - Limits Of Insurance is replaced by the following:

   **Limits Of Insurance**

   a. The Limits of Insurance shown in d below and the rules below fix the most we will pay regardless of the number of:

      (1) Insureds;

      (2) *Claims* made or *suits* brought;

      (3) Persons or organizations making *claims* or bringing *suits;*

      (4) Acts, errors or omissions; or

      (5) Benefits included in your *employee benefit program.*

   b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the *administration* of your *employee benefit program.*

   c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one *employee,* including damages sustained by such *employee's* dependents and beneficiaries, as a result of:

      (1) An act, error or omission; or

      (2) A series of related acts, errors or omissions

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

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

   d. Limits of Insurance

      Each Employee Limit: $250,000

      Aggregate Limit: $250,000

   The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the be ginning of the policy period shown in the Declarations of the policy to which this coverage is attached, 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.

   **Deductible**

   a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in e below as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

   b. The deductible amount stated in e below applies to all damages sustained by any one *employee,* including such *employee's* dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.

   c. The terms of this coverage, including those with respect to:

      (1) Our right and duty to defend any *suits* seeking those damages; and

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

      apply irrespective of the application of the deductible amount.

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

   e. Deductible

      Each Employee Deductible: $1,000

5. For the purposes of the coverage provided, Conditions 2 and 4 of Section IV - Conditions are replaced by the following:

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


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

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

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

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

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

(2) Notify us as soon as practicable.

**c.** You and any other involved insured must:

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

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

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

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

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

**e.** The requirements to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

**4. Other Insurance**

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

**a. Primary Insurance**

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

**b. Excess Insurance**

(1) This coverage is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and that applies to an act, error or omission on other than a claims-made basis, if the other insurance has a policy period which continues after the original inception date of this coverage.

(2) When this coverage is excess, we will have no duty 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.

(3) When this coverage is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this coverage; and the total of all deductible and self-insured amounts under all that other insurance.

(4) 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 paragraph 5d of this coverage.

**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,


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we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limits of Insurance to the total applicable Limits of Insurance of all insurers.

**6.** For the purposes of the coverage provided, the following Extended Reporting Period provisions are added, or, if this coverage is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

**EXTENDED REPORTING PERIOD**

**a.** You will have the right to purchase an Extended Reporting Period, as described below, if:

(1) This coverage is canceled or not renewed; or

(2) We renew or replace this coverage with insurance that:

(a) Has an inception date later than the original inception date of this coverage; or

(b) Does not apply to an act, error or omission on a claims-made basis.

**b.** The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to *claims* for acts, errors or omissions that were first committed before the end of the policy period but not before the original inception date of this coverage. Once in effect, the Extended Reporting Period may not be canceled.

**c.** An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

(1) The *employee benefit programs* insured;

(2) Previous types and amounts of insurance;

(3) Limits of insurance available under this coverage for future payment of damages; and

(4) Other related factors.

The additional premium will not exceed $100.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage afforded for *claims* first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

**d.** If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in paragraph 5d of this coverage under Limits of Insurance.

Paragraph 5b of this coverage will be amended accordingly. The Each Employee Limit shown in paragraph 5d will then continue to apply as set forth in paragraph 5c.

**7.** For the purposes of the coverage provided, the following definitions are added to the Definitions Section:

**a.** *"Administration"* means:

(1) Providing information to *employees,* including their dependents and beneficiaries, with respect to eligibility for or scope of *employee benefit programs;*

(2) Handling records in connection with the *employee benefit program;* or

(3) Effecting, continuing or terminating any *employee's* participation in any benefit included in the *employee benefit program.*

However, *administration* does not include handling payroll deductions.

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

**c.** *"Claim"* means any demand, or *suit,* made by an *employee* or an *employee's* dependents and beneficiaries, for damages as the result of an act, error or omission.


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

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

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

(3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;

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

(5) Any other similar benefits added thereto by endorsement.

**8.** For the purposes of the coverage provided, the following Definitions in the Definitions Section are replaced by the following:

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

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

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

(2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**M. Voluntary Property Damage**

**1.** With respect to the insurance provided under this coverage, paragraph 2 Exclusions of Coverage A - Bodily Injury and Property Damage Liability under Section I - Coverages is modified as followed:

**a.** Exclusion 2j(4) is replaced by the following:

(4) Personal property of others:

(a) Held by the insured for servicing, repair, storage or sale at premises owned, occupied or rented to the insured.

(b) Caused by the ownership, maintenance, use, loading or unloading of any auto, watercraft or transportation of property by any means.

**b.** Exclusion 2j(5) is deleted.

**2.** The insurance provided by this coverage is subject to the following provisions:

**a.** We will pay for *property damage* at your request even if you are not legally liable, if it is otherwise subject to this coverage.

**b.** *Property damage* does not include loss of use if personal property of others is not physically injured.

**c. Limits**

The most we will pay for an *occurrence* under this coverage is $2,500.

The most we will pay for the sum of all amounts paid under this coverage is an aggregate of $2,500.

The General Aggregate Limit and Each Occurrence Limit under Section III - Limits of Insurance do not apply to the insurance provided under this coverage.

**d. Settlement**

If you make any repairs to damaged property, at our request, we will pay the larger of your actual cost or 75% of your usual charge for the necessary labor and materials. Any property paid for or replaced by us may become our property at our option. Any payment made under this coverage shall not be interpreted as an admission of liability by the insured or the company.

**e. Deductible**

Our obligation to pay for a covered loss applies only to the amount of loss in


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excess of $200.

**f. Other Insurance**

The insurance provided by this coverage is excess over any other insurance carried by the insured which applies to a loss covered by this coverage.

**N. Increased Limits of Insurance**

**1.** The General Aggregate Limit is increased to three times the Each Occurrence Limit.

**2.** The Products-Completed Operations Aggregate Limit is increased to three times the Each Occurrence Limit.

**3.** The Damage To Premises Rented To You Limit is increased to $250,000.

**4.** The Medical Expense Limit is increased to $10,000.

The Limits of Insurance shown here do not replace and are not in addition to the Limits of Insurance shown in the Declarations.


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POLICY NUMBER: ZT6529

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT** **WC 42 03 04 B(6-14)**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3A 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**

**Blanket Waiver:**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

**Operations:**

ALL TEXAS OPERATIONS

**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.

**Advance Premium:**

SEE BLANKET WAIVER OF SUBROGATION ADDITIONAL PREMIUM ON THE INFORMATION PAGE.

**REVISION OF OTHER INSURANCE CONDITION FOR ADDITIONAL INSUREDS - AUTOMATIC STATUS - PRIMARY OR PRIMARY AND NONCONTRIBUTORY** **CU-7098(11-15)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

**1.** The amended Other Insurance condition in paragraph 2 below applies only to persons or organizations qualifying as additional insureds under the *underlying insurance,* subject to all other terms and conditions of this policy not modified by this endorsement.

**2.** Solely with respect to the insurance afforded to persons or organizations described in paragraph 1 above, the Other Insurance condition in Section III - Conditions is replaced by the following:

**Other Insurance**

**a. Excess Insurance**

Unless provision (1) or (2) in paragraph b below applies, this insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

**b. Primary Insurance**

(1) If you have agreed in writing in a contract or agreement prior to an *occurrence,* claim, or suit, to provide insurance to the additional insured on a primary basis, then after:

(a) The *underlying insurance* applicable to that contract or agreement; and

(b) All other applicable insurance providing coverage on a primary or similar basis (except insurance available to the additional insured where they are a Named Insured);

are exhausted, this insurance will be primary.

(2) If you have agreed in writing in a contract or agreement prior to an *occurrence,* claim, or suit, to provide insurance to the additional insured that is both primary and noncontributory, then after:

(a) The *underlying insurance* applicable to that contract or agreement; and

(b) All other applicable insurance providing coverage on a primary or similar basis (except insurance available to the additional insured where they are a Named Insured);

are exhausted, this insurance will be primary and we will not seek contribution from or require exhaustion of other insurance available to the additional insured where they are a Named Insured.

(3) The most we will pay for a person or organization as primary insurance under paragraphs (1) and (2) above will be the lesser of:

(a) The Limits of Insurance shown in the Declarations of this policy and as described in Section II - Limit of Insurance; or

(b) The amount of insurance you are required to provide the additional insured in the written contract or agreement, less any amount paid by *underlying insurance.*

**April 24, 2025**
**Item No. 7.6.**
**TCW Franchise Agreement - Second Reading**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Bryan Iron and Metal, Ltd. DBA Texas Commercial Waste (TCW), for the collection of recyclables from commercial and multifamily locations.

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

**Recommendation(s):** Staff recommends approval of this franchise agreement ordinance.

**Summary:** This item is an ordinance renewing Texas Commercial Waste (TCW) a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

This franchise agreement allows TCW to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors' monthly gross revenues, delivery revenues, and hauling revenues, as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons landfilled quarterly but are not required to disclose specific sites that are utilizing recycling services. The term of this agreement is five years.

Counting TCW, the city has a total of eighteen (18) franchised haulers. This list can be found on the city's website under Public Works.

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

**Attachments:**
1. TCW Franchise Agreement

# CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 25300406 PROJECT#: N/A BID/RFP/RFQ#: N/A

**Project Name / Contract Description:** Recycling Collection Franchise Agreement

**Name of Contractor:** Bryan Iron and Metal, LTD. dba Texas Commercial Waste

**CONTRACT TOTAL VALUE:** $ N/A

**Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

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

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

■ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
2 required readings at council on April 10th, 2025 and April 24th, 2025.

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

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

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

**SIGNATURES RECOMMENDING APPROVAL**

Emily Fisher — 3/12/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

3/12/2025
ASST CITY MGR – CFO — DATE

John A. Haislet — 3/12/2025
LEGAL DEPARTMENT — DATE

**APPROVED & EXECUTED**

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

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

**ORDINANCE NO. _____**

**RECYCLABLES COLLECTION FRANCHISE AGREEMENT**

**AN ORDINANCE GRANTING CONTRACTOR, BRYAN IRON AND METAL, LTD., DBA TEXAS COMMERCIAL WASTE, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.**

**WHEREAS,** the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

**WHEREAS,** the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

**WHEREAS,** the City of College Station desires to exercise the Charter's authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,**

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## ARTICLE I. DEFINITIONS

**1.1** **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.

**1.2** **Approved Customers** means those designated premises located within the City that generate Recyclables.

**1.3** **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.

**1.4** **City Council or Council** means the governing body of the City of College Station, Texas.

**1.5** **City** means the City of College Station, a Texas Home Rule Municipal Corporation.

**1.6** **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.

**1.7** **Collection** means the scheduled aggregation of Recyclables by Contractor.

**1.8** **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.

**1.9** **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.

**1.10** **Contractor** means the Contractor franchised for the collection of Recyclables.

**1.11** **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.

**1.12** **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.

**1.13** **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.

**1.14** **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

**1.15** **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.

**1.16** **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.

**1.17** **TAC** means the Texas Administrative Code now and as amended.

**1.18** **TCEQ** means the Texas Commission on Environmental Quality.

## ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

**2.1** **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

**2.2** **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.

**2.3** **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.

**2.4** **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

## ARTICLE III. PAYMENT AND TERM

**3.1** **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

**a.** A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.

**b.** A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.

**c.** A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

**3.2** **Payments.** Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth ($20^{th}$) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

**3.3** **Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

**3.4** **Franchise Fee Requirements.** Payments must state on a form approved by the City:

**a.** The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
**b.** The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
**c.** The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
**d.** The total payment amount.

**3.5** **Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

## ARTICLE IV. ACCESS TO RECORDS & REPORTING

**4.1** **Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.

**4.2** **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

**4.3** **Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.

**4.4** **Activity Report**. Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth ($20^{th}$) calendar day of each month. Contractor's report shall include the following information:

- **a.** The Customer collection count, itemized by customer type.
- **b.** Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
- **c.** Any other information concerning the collections as required by the City's Representative.

## ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

**5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

## ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

**6.1** **Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

**6.2** **Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.

**6.3** **Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

## ARTICLE VII. COLLECTION AND TRANSPORT

**7.1** **Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.

**7.2** **Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

## ARTICLE VIII. PLACEMENT OF RECEPTACLES

**8.1** **Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.

**8.2** **City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

## ARTICLE IX. SERVICE COMPLAINTS

**9.1** **Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

**9.2** **Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

**9.3** **Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.

**9.4** **Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars ($300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

## ARTICLE X. DISPOSAL AND PROCESSING

**10.1** **Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWMA, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.

**10.2** **Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

## ARTICLE XI. VIOLATION AND PENALTY

**11.1** **Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed $2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.

**11.2** **Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

## ARTICLE XII. INSURANCE

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

**12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

## ARTICLE XIII. INDEMNIFICATION AND RELEASE

**13.1 Indemnification. Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.**

**13.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.**

## ARTICLE XIV. DISPUTES AND MEDIATION

**14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

**14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

**14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

## ARTICLE XV. GENERAL TERMS

**15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

**15.2 Termination.**

**a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.

**b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

**c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

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

**15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

**15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.

**15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

**15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

**15.9 Invalid Provisions.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

**15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

**15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

**15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

| | |
|---|---|
| City of College Station | Texas Commercial Waste |
| Attn: Caroline Ask | Attn: Ron Schmidt, General Manager |
| PO BOX 9960 | P.O. Box 645 |
| College Station, TX 77842 | Bryan, TX 77806 |
| cask@cstx.gov | tcwronsch@hotmail.com |

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

- **A.** Schedule of Rates
- **B.** Insurance Requirements
- **C.** Certificates of Insurance

**15.15 Public Meetings and Readings.** This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- **a.** First Consideration & Approval on the 10th day of April, 2025.
- **b.** Second Consideration & Approval on the 24th day of April, 2025.

**BRYAN IRON & METAL**
dba **TEXAS COMMERCIAL WASTE**

By: Ron Schmidt

Printed Name: Ron Schmidt

Title: **Owner/Member**

Date: 3/12/2025

**CITY OF COLLEGE STATION**

By: _____
Mayor

Date: _____

**ATTEST:**

_____
City Secretary
Date: _____

**APPROVED:**

_____
City Manager
Date: _____

John A. Haislet
City Attorney
Date: 3/12/2025

_____
Assistant City Manager/CFO
Date: 3/12/2025

## EXHIBIT A. SCHEDULE OF RATES

I. Contractor's base rate is $40.00 for delivery and $225.00 per pull, and may increase, depending on a variety of conditions, including but not limited to:
   a. Location of Customer
   b. Impact on Existing Routes
   c. Ingress and Egress Capabilities
   d. Special Requests by Customers
   e. Frequency of Collections
   f. Volume of Materials
   g. Type of Materials
   h. External Contributing Conditions of Market Costs
   i. Fuel surcharge

## EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

### I. Standard Insurance Policies Required:

a. Commercial General Liability
b. Business Automobile Liability
c. Workers' Compensation

### II. General Requirements Applicable to All Policies:

a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
d. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
e. The City will not accept "claims made" policies.
f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

### III. Commercial General Liability

a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
c. Limits of liability must be equal to or greater than $500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $1,000,000. Limits shall be endorsed to be per project.
d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
e. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

## IV. Business Automobile Liability

a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
c. Combined Single Limit of Liability not less than $1,000,000 per occurrence for bodily injury and property damage.
d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

## V. Workers' Compensation Insurance

a. Workers compensation insurance shall include the following terms:
    i. Employer's Liability minimum limits of liability not less than $500,000 for each accident/each disease/each employee are required
    ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
    iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

## EXHIBIT C. CERTIFICATES OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2025

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:** Charlotte Hambrick |
| Bailey Insurance and Risk Management<br>1201 Washington Ave.<br>P.O. Box 298<br>Waco TX 76701 | **PHONE (A/C, No, Ext):** (254) 753-5317 **FAX (A/C, No):** (254) 753-1132<br>**E-MAIL ADDRESS:** charlotte@baileyinsurance.com |
| **INSURED**<br>Bryan Iron & Metal, Ltd.<br>dba Texas Commercial Waste<br>P. O. Box 1175<br>Waco TX 76703 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A : Charter Oaks Fire Insurance Co — 25615<br>INSURER B : Travelers Property Casualty Co. of America — 25674<br>INSURER C : Texas Mutual Insurance Company — 22945<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 24-25 TCW College Station **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | Y6607042M400COF24 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | TC2JCAP5H603010TIL24 | 10/01/2024 | 10/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CUP3X16415324NF | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 10,000,000<br>$ 10,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 0002105626 | 10/01/2024 | 10/01/2025 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | | | | | | | |

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

City of College Station is included as an Additional Insured on the General Liability Policy, Automobile Liability Policy and Excess Liability Policy if required by written contract between the Named Insured and the Additional Insured. Coverage for the Additional Insured under the General Liability Policy and Automobile Liability Policy shall be provided on a Primary & Non-Contributory basis if required by written contract. Waiver of Subrogation shall be granted to the Certificate Holder under the referenced General Liability, Automobile Liability, Excess Liability and Workers Compensation Policies if required by written contract.

**CERTIFICATE HOLDER**

City of College Station
P O Box 9960
College Station TX 77842

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Wes Bailey

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**April 24, 2025**
**Item No. 7.7.**
**Ratification for Change Order with RESA Service for Substation Transformer Refurbishment**

**Sponsor:** Timothy Crabb, Director of Electric

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action ratifying a Change Order to a contract with RESA Service, LLC for an increase of $94,983 for a new contract total of $325,678; for additional unforeseen tasks associated with the refurbishment of an existing CSU substation transformer to be installed at the Northwest Substation.

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

**Recommendation(s):** Staff recommends ratification of the change order to increase contract 25300130 with RESA Service, LLC by $94,983.00.

**Summary:** A contract with RESA Service was approved by City Council in December 2024, in the amount of $230,695, to refurbish a substation transformer removed from service at an existing location for installation at the Northwest Substation. During on-site work, RESA discovered additional work required once the oil was removed and tested. Large amounts of rust had to be cleaned and flushed and key hardware replaced. Because work was in progress at a CSU site, and in order to save de-mobilization ($575/hour), re-mobilization ($575/hour), demurrage charges ($500/day), and continued equipment rental costs, we are proceeding under the ratification process as described through the electric purchasing policies. The most recent new substation transformer purchased was approximately $1 million (2022).

In accordance with Ch. 12 of the City of College Station Purchasing Manual, and in compliance with Local Gov't Code, Sec. 252.022(c) (exception for municipally owned electric utility), a compelling business reason existed for this exception to the standard process and CMO approved work to proceed on February 14, 2025.

**Budget & Financial Summary:** Funds are available and budgeted in the Electric capital project fund for the Northwest Substation.

**Attachments:**
1. 25300130C01 Change Order 1 RESA Service

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300130CO1 PROJECT #: EL30000549 BID/RFP/RFQ#: 24-090

**Project Name / Contract Description:** Ratification for Change Order 1 with RESA Services, LLC., for Substation Transformer Refurbishment

**Name of Contractor:** RESA Service, LLC.

**CONTRACT TOTAL VALUE:** $ 325,678.00 **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 #** 1 ☐ **OTHER** _____

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

Funds are available in the Electric Capital Improvement Projects budget, EL30000549-EDSS-CONSTRUCT

Per Ch. 12 of the Purchasing Manual, in compliance with Local Gov't Code, Sec. 252.022(c) (exception for municipally owned electric utility). A compelling business reason existed for this exception and was approved by CMO to proceed with work on 02/14/25.

The change order will be ratified on the next available City Council Agenda.

*(If required)**

**CRC Approval Date*:** N/A **Council Approval Date*:** 04/24/2025 **Agenda Item No*:** _____

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

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

**SIGNATURES RECOMMENDING APPROVAL**

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT DATE

**APPROVED & EXECUTED**

_____ _____
CITY MANAGER DATE

N/A
_____ _____
MAYOR (if applicable) DATE

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

| | | | |
|---|---|---|---|
| **CHANGE ORDER NO.** | DATE: 03/20/2025 | Contract No. | 25300130 |
| PO No. 25201111 | PROJECT: Switch Substaton Transformer Refurbishment | RFP No. | 24-090 |

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

**CONTRACTOR:**
Resa Services, LLC
4213 Kropf Ave SW
Canton OH, 44706
Ph: 330-226-4929

**PURPOSE OF THIS CHANGE ORDER:**

A. Due to unforeseen circumstances that could not have been described through the bid process as they were discovered after the oil was drained during the inspection and testing of the substation transformer. The repair required a severe cleaning with large amounts of rust that had to be cleaned and flushed. There was hardware that also needed to be replaced and a failed core ground which included replacing the core ground lead that was damaged and touching the top frame.

| ITEM NO | UNIT | DESCRIPTION | UNIT PRICE | ORIGINAL QUANTITY | REVISED QUANTITY | ADDED COST |
|---|---|---|---|---|---|---|
| | 1 | Additional Cleaning & Flushing of Transformer after Inspection | $41,758.00 | | | $41,758.00 |
| | 1 | Additonal Dry-Out & Extended Vacuum due to Moisture | $35,680.00 | | | $35,680.00 |
| | 1 | LTC Contact Replacement | $17,545.00 | | | $17,545.00 |
| | | | | | | |
| | | | | | | |
| | | | | | TOTAL | $94,983.00 |

THE NET AFFECT OF THIS CHANGE ORDER IS 41.17% INCREASE.

| | | | |
|---|---|---|---|
| **UPDATE : (WA2204-WTWOC-CONSTRUCT)** | $94,983.00 | | |
| TOTAL CHANGE ORDER | $94,983.00 | | |
| ORIGINAL CONTRACT AMOUNT | $230,695.00 | | |
| CHANGE ORDER NO. 1 | $94,983.00 | 41.17% | CHANGE |
| REVISED CONTRACT AMOUNT | $325,678.00 | 41.17% | TOTAL CHANGE |
| ORIGINAL CONTRACT TIME | 14 | Days | |
| | 14 | Days | |
| Revised Contract Time | 28 | Days | |

SUBSTANTIAL COMPLETION DATE
REVISED SUBSTANTIAL COMPLETION DATE

APPROVED

| | |
|---|---|
| | DEPARTMENT DIRECTOR Date |
| Corbin Pillow 3/24/2025 CONSTRUCTION CONTRACTOR Date | ASST CITY MGR - CFO Date |
| PROJECT MANAGER Date | CITY ATTORNEY Date |
| N/A CITY ENGINEER Date | CITY MANAGER Date |

# INVOICE

**Invoice #:** INV503915
**Account #:** 209076
**Job #:** 617137
**Job Name:** Switch Substation Refurb EL30000549

4213 Kropf Ave SW, Canton, OH 44706
Please keep this invoice for your records.

**Remit All Payments To:**
Resa Service, LLC
PO BOX 206659
Dallas, TX 75320-6659

| | |
|---|---|
| **Your Ref #:** | 25201111-00 |
| **Inv Date:** | 2/28/2025 |
| **Payment Terms:** | 1% 10 Net 30 |
| **Invoice Total:** | $325,678.00 |
| **Due Date:** | 3/30/2025 |

**Bill To:**
City of College Station
David Olivarez
1100 TX AVE
PO Box 9973
College Station, TX 77842

**Ship/Service To:**
City of College Station
David Olivarez
2700 Switch Station Road
College Station, TX 77845

*Prices, terms, conditions and specifications of Contract No 25300130 shall apply to this purchase order.
CMA Approval 12-13-24
CC 12.12.24 Item 8,5

| Item Name | Qty | Details | Unit Price | Line Price |
|---|---|---|---|---|
| +TRANSFORMER_FIELDREPAIR | 230695 | Switch Substation Transformer Refurb 9101072-6541 | $1.00 | $230,695.00 |
| +TRANSFORMER_FIELDREPAIR | 41758 | Additional Cleaning & Flushing of Transformer after Inspection<br>3 Days (12 Hour Days) for Additional Cleaning and Flushing of Transformer | $1.00 | $41,758.00 |
| Transformers - Field Repair & Dressing | 35680 | Additional Dry-Out & Extended Vacuum due to Moisture after Inspection<br>2 Days (12 Hour Days) for (1) Dry-Out Cycle & Extended Vacuum | $1.00 | $35,680.00 |
| Transformers - Field Repair & Dressing | 17545 | LTC Contact Replacement<br>2 Days (12 Hour Days) for (1) Dry-Out Cycle & Extended Vacuum | $1.00 | $17,545.00 |

| | |
|---|---|
| **Subtotal:** | $325,678.00 |
| **Shipping:** | $0.00 |
| **Tax:** | $0.00 |
| **Total:** | $325,678.00 |

**April 24, 2025**
**Item No. 7.8.**
**Rejection and Cancellation of ITB 25-051 for Construction of a Firewall at Southwood Valley Substation**

**Sponsor:** Timothy Crabb, Director of Electric

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action on the rejection of the bid received and cancellation of Invitation to Bid (ITB) 25-051 for the construction of a firewall at Southwood Valley Substation.

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

**Recommendation(s):** Staff recommends rejection of the sole bid received, and cancellation of ITB 25-051.

**Summary:** ITB 25-051 was formally bid and opened on March 26, 2025. One bid was received and reviewed by Electric staff, and it was determined that the pricing exceeded the cost anticipated and budgeted for this construction project and did not include the full scope of the work advertised. This project was previously posted under ITB 25-027 and no bids were received. Electric staff is evaluating alternatives to firewall construction.

**Budget & Financial Summary:** The bid rejection and cancellation of ITB 25-051 will have no impact on the Electrical budget.

**Attachments:**
1. 25-051 Bid Tabulation

## SOUTHWOOD VALLEY SUBSTATION - FIREWALL
## BID SCHEDULE SUMMARY

| | | R.R. Cassidy, Inc. | | | |
|---|---|---|---|---|---|
| **Group** | **Group Description** | **Total Extended Contractor Furnished Labor ($)** | **Total Extended Contractor Furnished Materials ($)** | **Total Extended Owner Furnished Materials ($)** | **Total Proposed Bid ($)** |
| A | Foundation & Hydrovac | $ 511,727.00 | $ 70,508.00 | | $ 582,235.00 |
| B | Precast TruFirewall | $ 87,325.00 | $ - | | $ 87,325.00 |
| C | Ground Grid Modifications | $ 10,000.00 | $ - | | $ 10,000.00 |
| **GRAND TOTAL BID - ALL GROUPS** | | | | | **$ 679,560.00** |
| **PROPOSED CONSTRUCTION TIMELINE (weeks)** | | | | | |

**April 24, 2025**
**Item No. 7.9.**
**Residential Recycling Collection Franchise Agreement and General Services Agreement (Second Reading)**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the second reading of an ordinance approving a five (5) year residential recycling collection franchise agreement and general service agreement in the amount of $7,870,060.50 with Brannon Industrial Group, LLC, DBA BVR Waste and Recycling.

**Relationship to Strategic Goals:**
1. Core Services and Infrastructure
2. Sustainable City

**Recommendation(s):** Staff recommends approval of the franchise agreement and general service agreement.

**Summary:** This item is to approve a five (5) year residential recycling collection franchise agreement and general service agreement. The proposed agreement would allow Brazos Valley Recycling to continue collecting recyclables from single-family dwellings and City facilities within the City of College Station.

On December 11, 2024, only one (1) proposal was received and opened for RFP # 25-021. Brannon Industrial Group, LLC, DBA BVR Waste and Recycling submitted the proposal highlighting their history of doing business with the city as well as showing that single stream recycling is effective and sustainable, with a monthly rate per household of ($4.80). The price includes delivery, storage of inventory, bi-weekly collections, contamination disposal, and maintenance of containers.

The total contract amount is an estimate calculated using the current number of residential households served (25,994) and a 2.5% annual increase over the term of the contract (5 years).

**Budget & Financial Summary:** Budgeted funds for residential recycling are included in the Solid Waste Fund. The franchise agreement and general service agreement will be effective on October 1, 2025.

**Attachments:**
1. BVR Recycling Franchise and General Service Agreement
2. RFP NO. 25-021 - Brannon Industrial Group

# CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 25300352 PROJECT#: N/A BID/RFP/RFQ#: 25-021

**Project Name / Contract Description:** Recyclable Collection Franchise Agreement

**Name of Contractor:** Brannon Industrial Group dba BVR Waste and Recycling

**CONTRACT TOTAL VALUE:** $ 7,870,060.50

**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)

Two City Council readings required for this Franchise Agreement; scheduled for April 10th 2025 & April 24th, 2025.

Vendor chosen from response on RFP 25-021.

This is for a five year agreement with an annual 2.5 percent increase per year beginning after the first year.

*(If required)**

**CRC Approval Date*:** N/A **Council Approval Date*:** 4/10&4/24/25 **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 — 3/26/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

LEGAL DEPARTMENT — DATE

ASST CITY MGR – CFO — DATE

**APPROVED & EXECUTED**

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

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

**ORDINANCE NO. _____**

**SINGLE STREAM RECYCLING COLLECTION FRANCHISE AGREEMENT & GENERAL SERVICE AGREEMENT**

**AN ORDINANCE GRANTING CONTRACTOR, BRANNON INDUSTRIAL GROUP, LLC, DBA BVR WASTE AND RECYCLING, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF RECYCLABLE MATERIALS FROM DESIGNATED CITY FACILITIES, CITY BUILDINGS, AND SINGLE FAMILY RESIDENTIAL HOMES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.**

**WHEREAS,** the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclable Materials; and

**WHEREAS,** the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection Recyclable Materials generated in City limits; and

**WHEREAS,** the City of College Station desires to exercise the Charter's authority and grant a non-exclusive franchise to Contractor for collection of certain Recyclable Materials generated from designated City Facilities, City Buildings, and Single Family Residential Homes in City limits.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,**

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## ARTICLE I. DEFINITIONS

**1.1 Agreement** means this Franchise Ordinance and Service Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclable Materials within the City limits.

**1.2 Approved Number of Customers** means the maximum number of Single-Family Residential Homes, City Buildings, and City Facilities served, which is determined by the City's Representative based on Utility Billing Reports.

**1.3 Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.) or Twin Oaks Landfill** means the permitted municipal solid waste landfill owned and operated by a Texas local government corporation.

**1.4 City Council or Council** means the governing body of the City of College Station, Texas.

**1.5 City** means the City of College Station, a Texas Home Rule Municipal Corporation.

**1.6 City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.

**1.7 Collection** means the scheduled aggregation of recyclables by Contractor.

**1.8 Contaminated Materials** means Recyclable Materials mixed with solid waste or altered in a way that results in materials being unrecyclable.

**1.9 Contractor** means the Contractor franchised for the collection of recyclable materials.

**1.10 Customers** mean the locations designated by the City as a City Building or Facility and Single Family Residential Homes.

**a. Single Family Residential Home** means:

i. Each residential unit in a building with fewer than four (4) attached residential units in a complex that has not been identified as a multi-family apartment complex by the City, and that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container and provided with twice per week garbage collection, bi-weekly curbside recycling collection, and once per week rubbish/brush collection.

ii. Each single-family detached residential unit or residential units in a building with fewer than four (4) attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish service weekly, and recycling collection bi-weekly.

**1.11 Notification Materials** mean any form of media used to inform or educate Customers about their services.

**1.12 Receptacle** means a weatherproof container easily identifiable and designated for recycling collection.

**1.13 Recyclables or Recyclable Materials** mean materials recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product. Specifically as described in **Exhibit A**.

**1.14 Residue** means the materials regularly associated with and attached to recyclable materials, as a part of the original packaging or usage of that material that is not recyclable.

**1.15 Special Event** means a for-profit or nonprofit event to which the public is invited, held on City of College Station property, at which over 250 individuals attend and existing recycling services are not already established.

**1.16 TAC** means the Texas Administrative Code now and as amended.

**1.17 TCEQ** means the Texas Commission on Environmental Quality.

## ARTICLE II. RECYCLING SERVICES

This Agreement is by and between the City of College Station, a Texas Home-Rule Municipal Corporation and Contractor to collect, transport, process, and recycle all Recyclable Materials generated by Customers as described in the Scope of Services attached as **Exhibit A**.

## ARTICLE III. PAYMENT AND TERM

**3.1 Consideration.** The City shall pay the Contractor the amounts calculated by Sections 3.2 and 3.3, for the term of this Agreement. All rates and amounts increase annually by 2.5%.

**3.2 City Buildings and Facilities.** City shall pay Contractor for recycling collection, zero dollars ($0) per month per approved City Building or Facility.

**3.3 Single Family Residential Home.** City shall pay Contractor for recycling collection, Four dollars and 80/100 per month ($4.80) per approved Single Family Residential Home.

**3.4 Special Events**. City shall pay Contractor for special event recycling collection, an amount up to Four Hundred dollars ($400.00) per approved Special Event up to 1,000-2,000 attendees.

**Special Events**. City shall pay Contractor for special event recycling collection, an amount up to Eight Hundred dollars ($800.00) per approved Special Event up to 2,001-4,000 attendees.

**Special Events**. City shall pay Contractor for special event recycling collection, an amount up to One Thousand dollars ($1,000.00) per approved Special Event up to 4,001-6,000 attendees.

**3.5** **Payment Application.** The Contractor will invoice the City monthly for recycling collection. The City will pay the Contractor's invoice within thirty (30) days after City's receipt of invoice and acceptance of services according to the Texas Prompt Payment Act.

**3.6** **City's Payment and Approval.** The City will pay Contractor for the services performed no later than thirty (30) days from the date of the City's receipt of the payment application and the City's approval of the services. If any amount due from the City is not paid within sixty (60) days after Contractor's invoice date, Contractor may, with written notice and without terminating this Agreement, suspend collecting and processing of Recyclable Materials until the City has paid any undisputed amount to Contractor.

**3.7** **Invoice Requirements.** Invoices must state on a form approved by the City:

- **a.** The number and type of Customers collected for the previous month
- **b.** The per Customer charge
- **c.** The total invoice amount

**3.8** **Term.** The term of this Agreement is for five (5) years, to begin on the Effective Date of this Franchise Ordinance and Service Agreement, pursuant to the City of College Station Charter.

## ARTICLE IV. GRANT OF AUTHORITY AND ACCEPTANCE

**4.1** City grants Contractor a non-exclusive franchise to operate and establish recycling collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right.

**4.2** City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for recycling collection. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

**4.3** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.

## ARTICLE V. NON-EXCLUSIVE FRANCHISE

**5.1** This is a non-exclusive franchise recycling Agreement. The City many enter into a contract with another entity for the collection, processing, and disposal of solid waste or Recyclable Materials not covered by the terms of this Agreement. If City develops services or programs resulting in other materials that may be recycled, including but not limited to multifamily or commercial recycling, the City shall have the option to market those to any contractor.

**5.2** If City and Contractor contract for the collection and recycling of additional materials, those terms will be incorporated into this Agreement by amendment.

## ARTICLE VI. VIOLATION AND PENALTY

**6.1** **Fine.** Any person, firm or corporation violating any provision or term of this Agreement shall receive a citation and fine not to exceed $2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.

**6.2** **Complaint Charges.** Upon receipt of three (3) unresolved Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars ($300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall deduct such charges from the Contractor's monthly invoice.

**6.3** **Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

## ARTICLE VII. INDEPENDENT CONTRACTOR

**7.1** **Independent Contractor.** The Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance. The City shall be entitled to a work product as described in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies required by the United States Internal Revenue Service or other State or Federal agencies. This Agreement does not create a joint venture or partnership.

## ARTICLE VIII. INSURANCE

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

**8.2** The Contractor's insurance shall list the City of College Station, its officials, agents, employees and volunteers as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

## ARTICLE IX. INDEMNIFICATION AND RELEASE

**9.1 INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK AND SERVICES DONE BY THE CONTRACTOR UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

**9.2 RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE CONTRACTOR'S WORK AND SERVICES TO BE PERFORMED HEREUNDER. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

## ARTICLE X. DISPUTES AND MEDIATION

**10.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or

representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

**10.2 Mediation.** If the parties not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

**10.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

## ARTICLE XI. GENERAL TERMS

**11.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

**11.2 Termination.**

**a. For Convenience.** At any time, the City may terminate this Agreement for convenience, in writing with thirty (30) days' notice. Contractor shall be compensated for the services performed. In the event the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred before the termination date.

**b. For Cause.** City also may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

**c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

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

**11.4** **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

**10.5** **Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.

**11.6** **Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statues, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

**11.7** **Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

**11.9** **Invalid Provisions.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11.10** **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

**11.11** **Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

**11.12** **Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

**11.13** **Notice.** Any official notice under this Agreement will be sent to the following addresses:

| | |
|---|---|
| City of College Station | Brannon Industrial Group, LLC |
| Attn: Caroline Ask | DBA BVR Waste and Recycling |
| PO BOX 9960 | Attn: Mr. Blake Brannon |
| 1101 Texas Ave | 1555 Hwy 36 N |
| College Station, TX 77845 | Brenham, TX 77833 |
| cask@cstx.gov | bbrannon@bigcompany.com |

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

**A.** Scope of Services
**B.** Insurance Requirements
**C.** Certificates of Insurance
**D.** List of Recyclable Materials
**E.** Collection Method
**F.** Collection Schedule

**11.15 Public Meetings and Readings.** This Agreement was passed adopted and approved according to Texas Government Code Chapter 551.

**a.** First Consideration & Approval on the 10th day of April, 2025.

**b.** Second Consideration & Approval on the 24th day of April, 2025.

**PASSED, ADOPTED,** and **APPROVED** by the City of College Station City Council on the ___ day of _____, 202__.

**BRANNON INDUSTRIAL GROUP, LLC DBA BVR WASTE AND RECYCLING**

By: Blake Brannon

Printed Name: Blake Brannon

Title: President

Date: 3/26/2025

**CITY OF COLLEGE STATION**

By: _____
Mayor

Date: _____

**ATTEST:**

_____
City Secretary
Date: _____

**APPROVED:**

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

## EXHIBIT A. SCOPE OF SERVICES

### 1. Recyclable Materials Collection Services

**a. Services.** Contractor shall collect, remove, transport process, market and recycle all Recyclable Materials generated by Customers according to Exhibit D.

**b. Receptacles.** Contractor shall provide at the Contractor's expense and use collection receptacles with the approved specifications in this Agreement. Contractor shall maintain an inventory of at least 200 receptacles at the Contractor's facility. Receptacles shall be stenciled or labeled with the Customer's address.

**c. Duties.** Contractor shall provide all reasonable, adequate, and necessary supervision, supplies, materials, equipment, labor, insurance, licenses and permits to fulfill all obligations under this Agreement.

### 2. Collection Procedures

**a. Notification.** The City shall be responsible for educating Customers on recycling collection procedures. The Contractor shall be responsible for notifying customers of collection issues, via tagging or other appropriate mechanisms approved by the City Representative.

**b. Placement and Removal of Receptacles.** Under no circumstances shall receptacles be placed on public streets, alleys, or thoroughfares without the City Representative's approval. Contractor shall provide receptacles to Customers within one week of receiving a service request from a Customer or the City Representative. Contractor shall remove receptacle(s) within one week of receiving a service request from a Customer or City Representative.

**c. Collection.** Contractor shall collect the receptacles containing Recyclable Materials placed on the curb in the designated Customer location. Contractor shall use open bed trucks, trailers, compaction trucks, fully automated, semi-automated, or any combination thereof for the collection of the Recyclable Materials.

**d. Collection Schedule.** Contractor shall collect Recyclable Materials according to the Collection Schedule attached in **Exhibit F.** The Collection Schedule must be approved by the City. Contractor may only collect Recyclable Materials according to the Collection Schedule, unless a change is approved in writing by the City's Representative. If a change is approved, Contractor must provide notice to each designated Customer at Contractor's expense and in a manner approved by the City Representative. At minimum, Contractor shall provide every other week collection to all Customer locations.

**e. Collection Times.** Collection of Recyclable Materials must take place Monday – Friday and may not start before 8:00 a.m. and must be completed on the designated collection day unless appropriate communication has been submitted to the City Representative in

writing.Contractor shall notify the City's Representative within one (1) hour of any delay in the collection process. Notice of a delay must be accompanied by Contractor's proposal for completing the scheduled work. The proposal must be approved by the City's Representative.

**f. Missed Collections.** Contractor shall submit missed (whether real or alleged) and extra re-collection procedures. Contractor shall have a duty to collect missed collections within (1) business day of notice and will provide notice of the missed collection as well as re-collection completion to the City Representative at the end of the business day.

**g. City Holidays.** When a scheduled collection day falls on an official City holiday recognized by the City's Solid Waste & Recycling Division, recycling collection may be postponed by one (1) day. When a scheduled collection is postponed due to the observance of a holiday, the City shall notify the affected Customers of the holiday and their re-collection date. Notice shall occur no less than forty-eight (48) hours in advance of the observed holiday. A holiday collection schedule shall be provided to the Contractor annually.

**h. Force Majeure.** Neither party shall be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by Force Majeure. Contractor must submit a proposal for completing scheduled work within a reasonable time frame following a Force Majeure Event. The proposal shall be subject to approval by the City's Representative.

**a.** The term Force Majeure shall include the following: an act of God, strike, act of a public enemy, war, mines or other items of ordinance, blockage, public rioting, lightning, fire, storm, hurricane, flood, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, and any other cause, whether of the kinds specifically enumerated above or otherwise, which is not reasonably within the control of the parties and which by the exercise of due diligence could not reasonably be prevented or overcome. Events reasonably within the control of the party having the difficulty shall not constitute "force majeure" and shall be remedied with the exercise of due diligence.

## 3. Collection and Transport of Recyclables

**a. Collection.** Contractor and contractor personnel shall perform duties in accordance with all existing laws and ordinances, and future amendments thereto of the federal, state, and local governing bodies. Contractor personnel shall manage curbside recycling receptacles in a careful manner as to avoid spillage, littering, or damage to the container; containers must not be thrown once emptied. Contractor must monitor for any spillage of materials, fluids and is responsible for cleaning up any litter, breakage, excessive leakage from

packing materials, or spills including automotive fluids such as hydraulic fluid, motor oil, diesel, and gasoline. Contractor must avoid property damage. Contractor personnel shall not perform duties or operate vehicles while consuming alcohol, illegally controlled substances, or while under the influence of other such substances.

**b. Transport.** The Contractor shall only transport collected Recyclable Materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste intended for disposal or any other type of waste from any other project.

**c. Cover.** During transport of all Materials, vehicles shall be covered to prevent release of wind-blown materials and litter.

**d. Ownership of Materials.** Ownership of recyclable materials shall remain with the person placing them out for collection until the Contractor's personnel physically collects the materials, at which time the ownership of the recyclable materials shall transfer to the Contractor.

**4. Appearance of Equipment and Personnel**

**a. Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained, and are in good working condition. Equipment must be washed at least one (1) time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient Recyclable Materials collection. All collection equipment shall be equipped with spill kits. The City shall have the right to inspect and approve the appearance of recycling collection equipment. Standby vehicle(s) shall be available at all times for Recyclable Materials collection.

**b. Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement.

**c. Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work pants.

**5. Processing and Marketing**

**a. Marketing and Processing.** Contractor is responsible for the marketing and processing costs/returns of all Recyclable Materials and Contaminated Materials. All Recyclable Materials shall be processed at certified, registered, or permitted recycling vendors, processing facilities, brokers, toll end users, material recovery facilities, or recycling manufacturers.

**b. Disposal.** In no case shall any Recyclable Materials be disposed of in a landfill. Contaminated Materials or non-recyclable waste material collected by the Contractor shall be disposed of at Twin Oaks Landfill at the Contractor's expense.

**c. Market Demand.** In the event that the market for a Recyclable Material ceases to exist, or becomes economically depressed in that it becomes economically unfeasible to continue Processing and Marketing of the Recyclable Material, the City and Contractor may agree in writing to remove the recycling requirement for the above-described and identified Recyclable Material from this Agreement. Before the City may consider Contractor's request for the removal of one or more Recyclable Material(s) from the collection stream, the Contractor shall provide adequate notice and sufficient evidence to the City, demonstrating the market's economically depressed conditions and the economically unfeasibility of continuing to Process and Market the Recyclable Material(s).

## 6. Reporting Requirements

**a. Activity Report**. With the monthly invoice Contractor shall provide a Monthly Activity Report, on a form approved by the City, summarizing the previous month's collection. Contractor's report shall include the following information:

**i.** The Customer collection count, itemized by customer type, collection day, and route.
**ii.** Total tonnage of all Recyclable Materials collected, itemized by type of material.
**iii.** Total tonnage of all Recyclable Materials collected, but not sold due to rejection and the disposition of those materials.
**iv.** Container inventory update, including containers delivered, replaced, and removed..
**v.** Copy of weight tickets from all forms of processing site(s) in accordance with Section 5. Processing and Marketing.
**vi.** Any other information concerning the recycling collection as required by the City's Representative.

## 7. Service Adjustments

Changes in service including the type and size of equipment, the frequency or service type, and rates may only be amended in writing by and agreed upon by both parties.

## 8. Responsibility for Receptacle, Equipment, & Access

Contractor furnished receptacles or equipment will remain Contractor's property. Customers shall only use the receptacle(s) for its proper and intended purpose and shall not overload (by weight or volume) or alter the receptacle. Customers shall provide safe and unobstructed access to the receptacles or equipment on the scheduled collection day.

## 9. Receptacle Damages

If the City determines a Customer intentionally or negligently damaged the Contractor's receptacles or equipment, as reported by the Contractor to the City Representative, the Contractor may invoice the Customer for the damages. It is the Customer's responsibility to file police reports for stolen or vandalized containers.

## 10. Inspection of Records and Operations

**a. Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.

**b. Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of all materials collected, processed, disposed of and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclable Materials; as well as amounts paid by Contractor for recycling collection equipment. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

**c. Records Retention.** Contractor shall retain all records associated with this Agreement for a period of five (5) years after expiration or termination of this Agreement. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City shall remain confidential according to the Texas Open Records Act.

## 11. Customer Service Performance & Complaints Regarding Service

**a. Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues between the hours of 8:00am and 5:00pm, Monday-Friday, excluding holidays. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt. Any missed collection, whether real or alleged, shall be the collection responsibility of the Contractor.

**b. Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City within one (1) business day of the complaint. Contractor shall log service complaints and include the nature of the complaint, names, addresses, and contact information of the complainants; the date and time received from the customer and/or City Representative; the outcome, and the date and time of resolution.

**Personnel Performance.** Contractor shall retain sufficient personnel to fulfill the requirements and specifications of the services described in this agreement. Contractor shall provide a supervisor contact overseeing recycling collection operations. The supervisor shall be available to address

customer complaints each business day. Contractor personnel shall be trained in program operations and customer service to ensure all personnel maintain a positive attitude with the public. Personnel shall conduct themselves at all times in a courteous manner and use no abusive or foul language; perform duties in accordance with all existing laws, ordinances, and any future amendments thereto of the federal, state, and local governing boards;

**12. Termination of Individual Service**

In the event Contractor desires to terminate service to any Customer, Contractor must send a written request and state the reason for termination to the City's Representative. The City's Representative shall have the right to review such request for a period of five (5) business days. The City's Representative shall make the final determination regarding any termination of individual service.

## EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

### I. Standard Insurance Policies Required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation

### II. General Requirements Applicable to All Policies:

A. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
B. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
C. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
D. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
E. The City will not accept "claims made" policies.
F. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

### III. Commercial General Liability

A. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
B. Policies shall contain an endorsement listing the City as Additional Insured; an endorsement waiving subrogation rights in favor of the City; 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. Limits shall be endorsed to be per project.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
E. The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability

(insuring the indemnity provided herein), Host Liquor Liability, and Personal & Advertising Liability.

## IV. Business Automobile Liability

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

B. Policies shall contain an endorsement listing the City as Additional Insured; an endorsement waiving subrogation rights in favor of the City; and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain

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

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

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

## V. Workers' Compensation Insurance

A. Workers' Compensation insurance shall include the following terms:

1. Employer's Liability minimum limits of liability not less than $1,000,000 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"

## EXHIBIT C. CERTIFICATES OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2025 | 3/6/2025

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<br>Lockton Companies, LLC<br>444 W. 47th St., Ste. 900<br>Kansas City MO 64112-1906<br>(816) 960-9000<br>kcasu@lockton.com | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED<br>1550052<br>BRANNON INDUSTRIAL GROUP, LLC<br>1555 HWY. 36 NORTH<br>BRENHAM TX 77833 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : American Fire and Casualty Company — 24066<br>INSURER B : West American Insurance Company — 44393<br>INSURER C : The Ohio Casualty Insurance Company — 24074<br>INSURER D : Texas Mutual Insurance Company — 22945<br>INSURER E : Lloyds of London [Alien Ins. ID: AA1120197]<br>INSURER F : Navigators Specialty Insurance Company — 36056 |

**COVERAGES** **CERTIFICATE NUMBER:** 21097228 **REVISION NUMBER:** XXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | BKS59827349 | 5/17/2024 | 5/17/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | BAW59827349 | 5/17/2024 | 5/17/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | N | N | USO59827349 | 5/17/2024 | 5/17/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ XXXXXXX |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 0002012878 | 5/17/2024 | 5/17/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | POLLUTION LIABILITY | N | N | PEN4844824AA | 11/23/2024 | 11/23/2025 | $3,000,000 LIMIT | |
| F | EXCESS UMBRELLA | | | HO24EXCZ0GKS1IC | 5/17/2024 | 5/17/2025 | $5,000,000 PER OCC | |

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

City of College Station, its officials, agents, employees & volunteers are additional insured on general liability and auto liability as required by written contract and subject to the terms and conditions of the policy. insurance is primary and non-contributory. waiver of subrogation in favor of the additional insured applies on general liability, auto liability and workers compensation/employer's liability, as required by written contract and where allowed by law. coverage is subject to the terms and conditions of the policy. excess/umbrella liability follows form for the underlying contract per the terms, conditions and coverages.

**CERTIFICATE HOLDER**

**21097228**
City of College Station, its officials, agents
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

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## EXHIBIT D. RECYCLABLE MATERIALS COLLECTED

### Required Materials

1. Aluminum Beverage Cans
2. Cardboard (OCC)
3. Catalogues
4. Glass: All Colors
5. Mixed Paper
6. Newspapers and Magazines/Ad Slicks
7. Paperboard
8. Plastic HDPE – high density polyethylene (all types and colors)
9. Plastic PETE – polyethylene terephthalate (all types and colors, not to include bags)
10. Shredded Paper
11. Steel Cans
12. Telephone Books
13. Tin Cans
14. White Paper

### Optional Materials

1. Aluminum
    a. Foil
    b. Trays
    c. Containers
    d. Other
2. Empty Steel Aerosol Cans
3. Paint Cans
4. Lead Acid Car Batteries
5. Plastic
    a. Plastic Bags – all resin types
    b. Plastic V/PVC – vinyl / polyvinyl chloride
    c. Plastic LDPE – low density polyethylene
    d. Plastic PP – polypropylene
    e. Plastic PS – polystyrene
    f. Plastic Other – other, combination of resins
6. Any other materials, deemed by the Contractor to be recyclable through proven processing methods and markets.

## EXHIBIT E. COLLECTION METHOD

**A. THE COLLECTION METHOD SHALL NOT INTERFERE WITH EXISTING CITY SERVICES, INCLUDING SOLID WASTE COLLECTION.**

B. The collection receptacle shall be easily identifiable and designated for recycling collection/use only.

C. All collection receptacles shall be stenciled with the residential customer address (street name and number).

D. Door side collection is required for qualified handicapped households.

E. Adequate personnel, facilities and equipment shall be used in the administration, collection and processing of Recyclable Materials.

## EXHIBIT F. COLLECTION SCHEDULE

**A.** The Offeror shall submit proposed collection routes and schedules. If the Offeror elects to alter the current collection method, routes or schedule, the Offeror must submit an implementation plan subject to the City's approval.

**B.** The City requires collections to begin no sooner than 8:00 a.m. and shall be completed on the designated collection day.

**C.** Collections shall take place Monday-Friday.

**D.** Vendor shall provide a written schedule of proposed collection routes no later than __90 Days__ for review and approval by City of College Station Staff.

Dear City of College Station,

First and foremost, my family and I would like to sincerely thank the City of College Station for allowing us to provide services for nearly a decade. This is a relationship that we value tremendously and do not take for granted. Our job as a waste and recycling company is quite simple - provide clean, courteous and affordable services to our customers. To achieve this, you must do three things: take pride in the city, *truly* want to make a positive difference, and be passionate about service.

Brannon Industrial Group is unique compared to our competitors because we are a local, grass-root, family-owned and operated company that employs Brazos Valley residents. We see and interact with our customers at lunch, dinner, church, even Friday Night Tiger and Cougar Football Games. Along with working closely with Texas A&M, we proudly clean the stadium after each game and provide complete recycling services to Kyle Field. The pride that we have for this city cannot be matched by our competitors.

Since partnering with the City in 2015, we have proven that single stream recycling is effective and sustainable. Each year we see a growth in participation and tonnages as well as reduced contamination. BVR Waste and Recycling has adopted the same high-quality level of service offered by the City itself. We employ a no-fault operation and without question or charge, will return for missed collections in addition to extra collection requests. We put our customers' needs above all else and provide door side collections to households in need of assistance.

With the City's guidance, we have developed and maintained a first-class service and are excited to continue doing so. Having containers in place, established routes, equipment, qualified operators and customer service, we are ready and prepared to continue providing the same, incredible service to which the City and residents have become so accustomed to.

### *HOW WE DO IT*

Brannon Industrial Group, LLC, also known as BIG, operates multiple facilities in the region. BVR Waste and Recycling has facilities in College Station and Brenham to perform waste management services. Premier Metal Buyers is an active Metal Recycling Entity in Brenham. BVR Waste and Recycling is the only Material Recovery Facility in the Brazos Valley Region, capable of servicing all seven counties. Our facilities process over 150,000 tons of recycling per year. Combined, these facilities allow us to service over 40,000 residential and commercial customers in the Brazos Valley region.

Much like the City, we believe in timely and personable customer service and willing to help. Our focus on customer service is why we have been able to continue to compete, and beat, some of the largest waste and recycling companies in the United States.

For many of the large companies, municipal contracts are only a number and their actions prove it. ***This is what we want to change.*** When we see the City of College Station we see faces and they are faces we know. College Station is our home and we are honored to have the opportunity to continue providing loyal, unbeatable services.

### *THE BIG PROMISE*

- BIG will put citizens first and provide superior customer service.
- BIG will continue to look for new and innovative ways to maintain an affordable rate for citizens and customers.
- BIG ownership will always be available to the City of College Station.
- BIG will maintain a safe work culture.
- BIG will continue to invest in the community.
- BIG will acknowledge and expeditiously address mistakes.



*This Proposal is in response to the City of College Station's Request for Proposals No. 25-021 for Recycling Collection for Residential Homes and City-Owned Buildings/Facilities.*

*The information contained in this Proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered to the City, are true, accurate and complete to our knowledge. This proposal includes all necessary information to ensure that the statements herein do not in whole or in part mislead the City as to any material facts.*

*This Proposal is for the following services:*

- *Residential Recycling Collection*
- *City-Owned Buildings and Facilities Recycling Collection*

Respectfully,



**Blake Brannon, President**
Brannon Industrial Group
bbrannon@bigcompany.com
O. (979) 830-9060 | C. (979) 525-6052

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# TAB A – QUALIFICATIONS AND EXPERIENCE

## *INTRODUCTION*

Locally, family-owned and operated, the Brannon Industrial Group (BIG) consists of BVR Waste & Recycling, Premier Metal Buyers and Stop and Go Potties. BVR Waste and Recycling offers trained and experienced personnel, capable of fulfilling the City of College Station's request seamlessly and efficiently. BVR Waste and Recycling performs a wide array of waste and recycling services for residential, commercial and municipal organizations.

BVR Waste and Recycling's mission is to provide cost effective services that benefit the City of College Station's residents, businesses, staff members and elected officials. We are a service oriented and driven business, constantly evolving and employing best management practices. As a local business, the City of College Station will have a direct line of communication with local management and employees. This communication will allow the immediate resolution of requests such as extra collections and same day service requests - something our competitors cannot offer.

## *MANAGEMENT TEAM*

***Cindy Brannon, Chairwoman* –** Cindy was the General Manager of Hewlett Packard's $450 million Recycling Division and the CEO of Intechra in Carrollton, TX. In just 2 ½ years at Intechra, Cindy increased revenues from $18 million to a staggering $90 million. After leaving Intechra, she started her own consulting business that assisted small businesses and Fortune 50 corporations in profit optimization, mergers and acquisitions. She now is responsible for strategic planning, asset management, logistics, forecasting and marketing for the Brannon Industrial Group, LLC (BIG).

***Blake Brannon, President*** – Blake has built a remarkable career rooted in entrepreneurship and community service. After playing baseball at the University of Texas at San Antonio and in the Los Angeles Dodgers organization, he returned to Brenham to launch Premier Metal Buyers, a company that expanded into waste, sanitation, and demolition services as Brannon Industrial Group. His visionary leadership has grown the organization to over 215 people across Brenham and College Station, with revenues exceeding $100 million. In 2022, Blake was named EY Entrepreneur of the Year for the Central South region and included in Waste360's "40 Under 40." He launched Kingdom Pipe & Steel, LLC in 2023 to address steel industry needs.

***Jeremiah Byerly, Chief Operating Officer*** – Jeremiah joined the BIG team in 2024. He brings extensive experience and a strong track record of leadership in manufacturing and industrial management. His expertise in operational efficiency, team collaboration, and continuous improvement aligns with the highest industry standards. With a BAAS in Manufacturing and Industrial Management from Tarleton State University. Jeremiah combines academic knowledge with hands-on expertise to drive results. Throughout his career, he has held key leadership roles at TrinityRail and Caterpillar, where he successfully led teams, optimized processes, and implemented strategic improvements. Jeremiah's servant leadership approach prioritizes fostering collaboration, equipping teams with the tools and resources needed to excel, and maintaining clear and effective communication. His dedication to integrity, excellence, and innovation underscores his ability to lead organizations and teams to sustained success.



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***Brandon Roznovsky, Chief Financial Officer*** – Brandon oversees the financial reporting and administrative aspects of the respective divisions. He spent the first portion of his career in public accounting and the energy sector. In 2016, he accepted the CFO position with the Brannon Industrial Group to move back to his hometown of Brenham. Brandon graduated from St. Mary's University and is a certified public accountant.

***Mari Gutierrez, Office Manager*** – Mari ensures that every level of customer is greeted with consistent high-quality customer service. Additionally, she prepares operational reports for municipal customers. Mari has been a part of the team since 2020.

***Cody Sheffield, Operations Manager*** – Cody oversees the College Station operations. His expertise allows us to offer optimized routing, easily identifiable trouble-shooting methods and ensures our operations are running consistently and efficiently. He maintains a Class B MSW Operator License. Cody has been a part of the team since 2020.

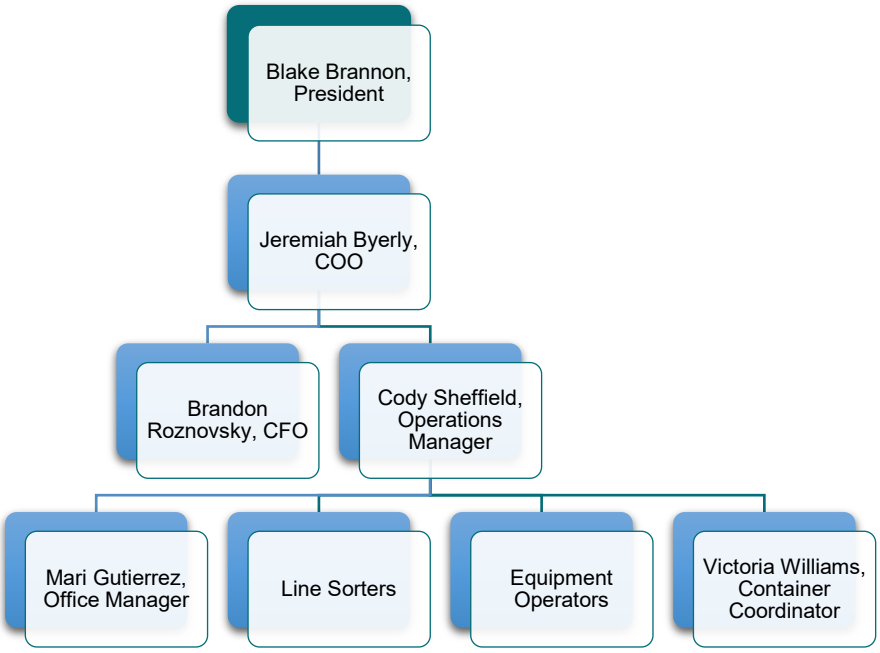
***Victoria Williams, Container Coordinator*** – Having retired as a Forewoman from the Solid Waste Division of the City of College Station, Victoria knows firsthand the importance of responding to citizen needs expeditiously. She is an integral part of our operation and will oversee the labeling of each container through completion. Her extensive familiarity with College Station routes and processes ensures that our operation is complementary to the City's Solid Waste operations and never interferes with garbage, bulk or brush collections.





## *ORGANIZATIONAL CHART*

The chart below represents employees who will be dedicated to the City of College Station. Brannon Industrial Group, LLC employs over 215 men and women of the Brazos Valley Region.




***OPERATIONS MANAGER*** – This employee oversees all collection operations, equipment operators and drivers. The Operations Manager reports to the Chief Operating Officer to implement tactical initiatives to drive functional excellence and budget achievement. The Operations Manager ensures adherence to all accident prevention programs and leads operations to ensure compliance with all safety, environmental, operating, regulatory, ethics and other standards. Responsibilities include the execution and delivery of Safety, Customer Experience, and Efficiency while supporting a culture of employee engagement.

***OFFICE MANAGER*** – This employee maintains daily operations by coordinating services to ensure customer satisfaction. They ensure all incoming calls and emails from citizens and/or customers are executed in a professional, polite and courteous manner. In addition to the above described tasks, they will be responsible for providing the City with the necessary Performance Standards and Metrics. This information will be used to evaluate the overall success of BVR Waste and Recycling's operations.

***CONTAINER COORDINATOR*** – This employee is responsible for ensuring the expeditious delivery of containers, repair and replacement of containers and will perform audits as needed to reduce contamination. The Container Coordinator will also oversee the labeling of addresses on each container.

## CURRENT SERVICES PROVIDED IN LAST 36 MONTHS

| *TYPE OF SERVICE* | *ENTITY* | *DATES OF SERVICE* |
|---|---|---|
| ***Recycling Collection Operations*** | ***City of College Station*** | 9/21/2015-Present |
| • Automated Collections<br>• FEL Collections<br>• Roll-Off Collections | • 26,000 Residential Customers<br>• Commercial | |
| ***MSW & Recycling Operations*** | ***City of Brenham*** | 2020-Present |
| • Automated Collections<br>• FEL Collections<br>• Roll-Off Collection | • 5,500 Residential Customers<br>• 200 Light Commercial Customers<br>• 550 Commercial Customers | |
| ***MSW & Recycling Operations*** | ***City of Rockdale*** | 2022-Present |
| • Automated Collections<br>• FEL Collections<br>• Roll-Off Collections | • 2,000 Residential Customers<br>• 300 Commercial Customers<br>• Recycling Collection Center | |
| ***Recycling Collections*** | ***Texas A&M University*** | 2010-Present |
| • Recycling Collections<br>• Kyle Field Operations<br>• Roll-Off Collection | • 225 Collection Locations | |
| ***Solid Waste Operations*** | ***Private Customers*** | 2003-Present |
| • Automated Collections<br>• FEL Collections<br>• Roll-Off Collections<br>• Rearload Collections | • 10,000 Residential Customers<br>• 3,000 Commercial Customers | |



## TAB B – RATES AND EXPENSES

### PROSPOSED RATE SCHEDULE

**$*4.80* - Per Single Family Residential Home per Month**

Pricing is subject to an annual CPI adjustment.

**$0.00 - Per City Facility and Building per Month**

We will provide services to City Facilities and Buildings for free.

**$400.00 - Per Special Event up to 1,000-2,000 in anticipated attendance**

**$800.00 - Per Special Event up to 2,001-4,000 in anticipated attendance**

**$1,000.00 - Per Special Event up to 4,001-6,000 in anticipated attendance**

***Events with an anticipated attendance in excess of 6,000 will be charged a flat rate of $1,000.00 plus $8.50 per container.**

# TAB C – PROJECT METHODOLOGY

## COLLECTION SERVICES METHODOLOGY




Our execution strategy incorporates proven and existing methodologies, extremely qualified personnel, and a highly responsive approach to managing collection systems and operations. BVR Waste and Recycling will utilize containers in place and our existing drivers and routes. The following is a description of our methods, including how implementation will take place and a proposed timeline of events.

### *PROJECT TIMELINE*

BVR Waste and Recycling will use ***existing routes and containers*** to further aid in a seamless contract transition period. Citizens will not be affected by any change. Like all BVR operations, we will continue to strive for continuous improvement to enhance customer service. Routes efficiencies will be actively monitored. Should any route balancing or recommended modifications arise due to the growth of the City, BVR will review and discuss with the City. Similarly, BVR will be receptive to recommendations from the City to enhance the public-private partnership.

## QUALITY ASSURANCE

BVR Waste and Recycling will continue to dedicate a Customer Relations Team to the City of College Station and its residents to ensure performance is at the highest standard, consistently. They will answer calls and emails relating to recycling services and provide the necessary reports to the City monthly. Reports and standards will consist of:

- Guidance to residents in need of assistance with collections and frequencies.
- Available to field any call or email regarding spillage or windblown debris and immediately dispatch a resolution.
- Available to field any call regarding collection schedule, extra collection needs or missed collections
- Quarterly container, incoming load and tipping floor audits of material to reduce contamination and maximize education efforts.
- Monthly Activity Report consisting of the following information:
    - The Customer collection count, itemized by customer type, collection day and route.
    - Total tonnage of all Recyclable Materials collected, itemized by type of material.
    - Total tonnage of all Non-Recyclable Materials collected and the disposition of those materials.

- Container inventory update including containers moved, placed, removed, repaired and destroyed.
- Copy of weight tickets from all forms of processing site(s) in accordance with Contract.
- Any information concerning collections as required by the City's representative.

## PUBLIC COMMUNICATION

BVR Waste and Recycling will employ all methods of communication to notify the City of College Station's customers of the service change. These methods include, but are not limited to:

- Social Media Advertising
- Website Promotion
- Mailers
- Utility Bill Insert (if possible, per City)
- Smartphone Capable Communication

## RECYCLING OPERATIONS

### *RESIDENTIAL COLLECTIONS*

- Residential Services will take place Monday-Friday from 8:00 a.m. -5:00 p.m.
- Holiday Collection Delays will take place on New Year's Day (January 1), Thanksgiving (4th Thursday of November) and Christmas Day (December 25). A delay would include an alternate or delayed collection day, such as a Saturday, subject to the City's approval.
- Every other week automated collections will be split into three routes, approximately 2,700 homes will be serviced each collection day. (Total of 13,500 homes per week, 27,000 homes every two weeks).
    - Items must be loose and un-bagged prior to placing in designated cart.
    - The container lid should always be closed.
    - Collection includes the following items:
        - Metal Cans
            - Steel, tin and aluminum cans
            - NO aluminum foil, trays or pans
        - Paper
            - Newspapers, magazines, junk mail, brown paper bags, phone books, non-confidential mixed/white paper, bagged shredded paper
            - NO toilet paper, paper towels, facial tissues or napkins
        - Cardboard & Paperboard
            - Flattened cardboard, paperboard, dairy and juice containers
            - NO items that have been stained with food (pizza boxes, fast food containers, etc.)
        - Plastics type 1 and 2
            - All colors of plastic

        - NO plastic bags, wraps, packaging or Styrofoam
    - Glass
        - All colors of glass
        - NO ceramics or dishes, light bulbs, mirrors, window glass, lids or caps
  - Containers must be placed at the curb in front of the residence by 8:00 a.m. on the designated collection day.
    - Containers must not be placed:
        - Within 4 feet of extra containers, mailboxes, vehicles, trees, etc.
        - On a sidewalk or more than 3 feet into the street.
        - Over sprinkler heads, water or gas meters, or cable/electrical boxes.
        - Under low-hanging tree limbs or cable/electrical wires.
    - Arrows on top of the cart should face the street and both wheels should point towards the residence.
  - Special needs customers will be reviewed and determined case-by-case to ensure each customer receives high quality, convenient services.
    - BVR Waste and Recycling will provide door-side services to all existing city-approved customers.
- Upon award of this contract, a detailed roster of collection routes will be presented to the City of College Station Representative for approval.
- Contractor will assume 100% of all costs associated with the processing of materials. Pricing includes the collection, processing and single stream sorting of all items described above.
- Contaminated or non-accepted items will be sorted and disposed of as garbage at the Twin Oaks Landfill.
  - Contractor will assume all reasonable costs associated with the disposition of contaminated materials to include educational materials, hauling and landfill fees.

### *CITY-OWNED BUILDINGS AND FACILITIES/SPECIAL EVENTS*

- City-Owned Buildings and Facilities will receive catered services conducive to its needs. The requested services as well as containers will be provided to the City at no cost. This service is to include:
  - Bi-weekly recycling collection services
  - Scheduled collections for Special Events

## EQUIPMENT AND PERSONNEL

### *EQUIPMENT*




- BVR Waste and Recycling, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport recyclables from eligible households, city-owned buildings and facilities serviced in accordance with the Contract.

- All motor vehicles used in performance of the Contract will be clearly marked with BVR Waste and Recycling, our phone number, and unit number legible from 150 feet.
- All vehicles will be maintained and painted as often as necessary to preserve and present a well-kept appearance and all vehicles will be a part of a regular preventative maintenance program according to manufacturer specifications. All equipment receives preventative maintenance at 250 hours.
- All roadway vehicles will either be enclosed or equipped with tarping equipment. All vehicles and equipment will be equipped with universal spill kits to quickly address spills or leakages in the field.
- In the event of equipment breakdown or incident that causes delayed or interrupted operations, BVR Waste and Recycling will notify the City's Representative of contingent operations by email and phone call.
- BVR Waste and Recycling is prepared to collect from streets of all sizes and is experienced in doing so with current operations. Special accommodations will be made wherever needed and seen fit.

### *PERSONNEL*

All personnel are cross-trained and supervised accordingly. Cross-training ensures that each employee involved in City of College Station's operations will be able to address any issue, should it arise.

### *OPERATIONS MANAGEMENT*

All Personnel who come into direct contact with the public will be in uniform with appropriate personal protection safety equipment and identification badge. Additionally, they will carry business cards with contact and supervisor information.

## *SERVICE YARDS & FACILITIES*

BVR Waste and Recycling will utilize the following facilities for operations, processing, staging, storage and disposal.

| *OPERATOR* | *OWNER* | *TYPE OF FACILITY* | *ADDRESS* |
|---|---|---|---|
| **Premier Metal Buyers RN106489487** | Brannon Industrial Group, LLC. | Metal Recycling Facility | 1555 Hwy 36 N Brenham, TX 77833 |
| **BVR Waste & Recycling RN105669931** | Brannon Industrial Group, LLC. | Material Recovery & Compost Facility | 8825 Stewarts Meadow College Station, TX 77845 |
| **Twin Oaks Landfill RN100630458 Permit – 2292** | Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.) | Landfill 100+ yr. Capacity | 2690 SH 30 Anderson, TX |





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## TAB D – REFERENCES

| | |
|---|---|
| **City of Brenham** | **Dane Rau**<br><br>Public Works Director<br>200 W. Vulcan<br>Brenham, TX 77833<br>(979) 337-7407<br>drau@cityofbrenham.org |
| **City of Rockdale** | **Theresa Burgess**<br><br>Utility Administrative Services Director<br>505 W Cameron Ave<br>Rockdale, TX 76567<br>(512) 446-2511<br>theresa@rockdaletx.gov |
| **Texas A&M University** | **Nathan Jones**<br><br>Director, Environmental Services<br>1584 TAMU<br>College Station, TX 77843<br>(979) 862-4606<br>nathan.jones@tamu.edu |
| **Twin Oaks Landfill**<br>**RN100630458**<br>**Permit -2292** | **Samantha Best**<br><br>Director and Deputy Director<br>2690 SH 30<br>Anderson, TX<br>(979)764-3878<br>sbest@bvswma.com |



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## TAB E – CERTIFICATION, ACKNOWLEDGEMENT OF ANY ADDENDA

**CERTIFICATION**

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

Signed By: Brad Rozn Title: CFO

Typed Name: Brandon Roznovsky Company Name: Brannon Industrial Group

Phone No.: 979-830-9060 Fax No.: 979-830-9075

Email: broznovsky@bigcompany.com

Vendor Address: 1555 Hwy 36N Brenham TX 77833
P.O. Box or Street City State Zip

Remit Address: 1555 Hwy 36N Brenham TX 77833
P.O. Box or Street City State Zip

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

Federal Tax ID No.: 27-2037777

DUNS No.: 967167987

Date: 12/11/2024

**NOTE:** This form and acknowledged addendums *(if applicable)* must be submitted with proposals under Tab E.

**END OF RFP NO. 25-021**

### *CITY STANDARD FORM AGREEMENT*

BVR acknowledges the City maintains a Standard Form Agreement is willing to sign such form as it pertains to this proposal and prospective bid award.

## CONCLUSION

In closing, Brannon Industrial Group, LLC is grateful for the opportunity to participate in this bidding process. I also want to express our sincere desire to continue our partnership with the City of College Station.

The City's mission statement "On behalf of the citizens of College Station, home of Texas A&M University, the city council will promote and advance the community's quality of life." BIG shares this goal and will strive with you to provide the utmost quality of service for the City and its citizens.

The values instilled in me by my parents have molded this company into what it is today. It is my responsibility to pass these traits on to my employees to create a culture of empathy, integrity, and passion. Being passionate is what separates good from great organizations. Service is our passion, and waste and recycling are what we know. I look forward to continuing our relationship with the City of College Station for many years to

We are excited at the opportunity to continue supporting the City in its efforts to provide high quality recycling operations. We are confident that we can meet any challenge and stand ready to partner with the City in delivering an effective recycling system.

If you have questions regarding this proposal, feel free to contact us directly at your convenience by email or by phone.

Thank you for your consideration,

**Blake Brannon,** President
bbrannon@bigcompany.com
(979) 525-6052

**Cindy Brannon,** Chairwoman
cbrannon@bigcompany.com

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1247949

**Date Filed:**
12/11/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Brannon Industrial Group
BRENHAM, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of College Station

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
RFP NO. 25-021
Recycling Collections for Residential Homes and City-Owned Buildings/Facilities

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Brandon Roznovsky, and my date of birth is 9/24/1981.

My address is 3190 Rolling Valley Lane (street) Brenham (city), TX (state), 77833 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Washington County, State of Texas, on the 11th day of December (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V4.1.0.5dd2ace2



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**April 24, 2025**
**Item No. 7.10.**
**First Amendment for Plug and Play**

**Sponsor:** Michael Ostrowski, Chief Development Officer

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action on the First Amendment to the Funding Agreement with Greater Brazos Partnership for services related to Plug and Play.

**Relationship to Strategic Goals:**
Diverse and Growing Economy

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

**Summary:** This amendment changes the initial term of the agreement from December 1, 2024 through November 25, 2025 to February 15, 2025 through February 14, 2026. Subsequent terms would also be changed to reflect the same date range for the respective year.

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

**Attachments:**
1. First Amendment to GBP Funding Agreement for Plug and Play

**FIRST AMENDMENT TO**
**CITY OF COLLEGE STATION FUNDING AGREEMENT FOR PAYMENT AND USE OF GENERAL FUNDS WITH GREATER BRAZOS PARTNERSHIP, INC. FOR PLUG & PLAY, LLC MEMBERSHIP**

THIS FIRST AMENDMENT to the CITY OF COLLEGE STATION FUNDING AGREEMENT FOR PAYMENT AND USE OF GENERAL FUNDS WITH GREATER BRAZOS PARTNERSHIP, INC. FOR PLUG & PLAY, LLC MEMBERSHIP ("Amendment") is by and between **CITY OF COLLEGE STATION, TEXAS**, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("City") and **GREATER BRAZOS PARTNERSHIP, INC.,** a Texas non-profit corporation ("Agency").

**WHEREAS**, City and Agency executed that certain City of College Station Funding Agreement for Payment and Use of General Funds with Greater Brazos Partnership, Inc. for Plug & Play, LLC Membership effective January 2, 2025 (the "Agreement"); and

**WHEREAS**, City and Agency desire to amend the term of the Agreement as herein stated to allow for Agency to provide a second EXPO to benefit the City;

**NOW, THEREFORE**, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Agency agree as follows:

**1.** Article VI: Term and Termination. The first sentence of Article 6.1 is hereby deleted in its entirety and replaced with the following:

"The initial Agreement term is from February 15, 2025 through February 14, 2026."

**2.** Exhibit E: Plug & Play Agreement with GBP Amended. Exhibit E: Plug & Play Agreement with GBP is hereby deleted in its entirety and replaced with Attachment 1, attached and incorporated to this Amendment. Attachment 1 includes the original agreement between Plug & Play, LLC and Agency ("Plug & Play – GBP Agreement"), as well as the first amendment to the Plug & Play – GBP Agreement modifying the term in the fee schedule.

**3.** City and Agency agree the Agreement is amended as stated above. All other terms and conditions shall remain unchanged and in full force and effect.

**4.** Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**5.** There are and were no oral or written representations, warranties, understandings, stipulations, agreements, or promises made by either party, pertaining to the subject matter of this Amendment which have not been incorporated into this Amendment. This Amendment supersedes all prior

oral or written agreements between the parties with respect to this specific subject matter. This Amendment shall not be modified, changed, terminated, amended, superseded, waived, or extended except by a written instrument executed by the parties hereto.

**6.** This Amendment goes into effect when duly approved by all the parties hereto. The Effective Date is the date the last signing party executes this Amendment.

**CITY:**

**CITY OF COLLEGE STATION, TEXAS**
**a Texas Home Rule Municipal Corporation**

By: _____
**City Manager**
Date: _____

**APPROVED:**

_____
**Assistant City Manager/CFO**
Date: _____

_____
**City Attorney**
Date: _____

**AGENCY**:

**GREATER BRAZOS PARTNERSHIP, INC., a Texas nonprofit corporation**

By: Susan Davenport
**Susan Davenport, CEO**
Date: 4/17/2025

**Attachment 1**

**EXHIBIT E**
**PLUG AND PLAY AGREEMENT WITH GBP, AS AMENDED**

Docusign Envelope ID: 678FCB38-0758-46FB-A7D5-D1725C30F4E7

PLUG AND PLAY

# Greater Brazos Partnership, Inc.

## Founding Anchor Corporate Membership Agreement

## Innovation Triangle powered by Plug and Play



DS Initial

Docusign Envelope ID: 678FCB38-0758-46FB-A7D5-D1725C30F4E7

This Founding Anchor Corporate Membership Agreement ("Agreement") is made effective as of [October 01, 2024] ("Effective Date"), by and between Greater Brazos Partnership, Inc., whose principal office is located at 1716 Briarcrest Drive, Suite 714, Bryan, TX 77803 (hereinafter "CLIENT") and Plug & Play, LLC (also doing business as "Plug and Play Tech Center") a California limited liability company whose principal office is located at 440 North Wolfe Road, Sunnyvale, CA 94085 (hereinafter "Plug and Play"). Plug and Play and CLIENT hereinafter jointly referred to as the "Parties" and individually to as the "Party."

## 1. The Scope of the Agreement

**1.1.** CLIENT is seeking a deeper engagement with Plug and Play to drive and attract business growth opportunities for CLIENT through innovation initiatives pertaining to partnership, pilots, acquisition, or investment between participating stakeholders and startup companies and establishing CLIENT as an innovation leader in the Texas Aerospace and Defense industries. To ensure CLIENT's success as a strategic member of Plug and Play's ecosystem, Plug and Play will provide the services described in this agreement for the Aerospace and Defense Program through a program located in the greater Bryan-College Station area.

### 1.2. Custom Innovation Platform—Plug and Play Aerospace and Defense Vertical

**1.2.1.** The execution of the Agreement will grant CLIENT a status of "Founding Anchor Member" of the Innovation Triangle powered by Plug and Play in the Bryan – College Station, Texas region.

**1.2.2.** As a Founding Anchor Member, CLIENT will pay the fees described in **Exhibit A** and benefit from the services listed in Section 2

**1.2.3.** At no time will Plug and Play provide information from CLIENT or the greater Bryan-College Station region to the People's Republic of China, Iran, Russia or North Korea, or any other country sanctioned under federal law such as OFAC, without CLIENT approval.

## 2. Founding Anchor Benefits—Plug and Play Texas Aerospace and Defense

Plug and Play will establish a startup accelerator program and corporate network focused on the Aerospace and Defense industry. Plug and Play guarantees that it will accelerate two groups of startups per Segment (each, a "Batch") and provide workshops, mentorship sessions, EXPOs, business development, and investment opportunities to CLIENT, Additional Members and startups accepted to each Batch (the "Aerospace and Defense



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Program"). As a Founding Anchor Member of the Aerospace and Defense Program, CLIENT will receive the following:

**2.1.** Plug and Play shall employ not fewer than four (4) Full-Time Employees at the Facility for the Aerospace and Defense Program by the end of the first Segment (as defined on Exhibit A); hiring will be done such that there is sufficient staffing to operate the Batches and the Program in Segment 1 and all future Segments. FTE shall be defined to mean an employee whose job requires a minimum of 1,920 hours per year over a 12-month term (40 hours per week), including allowance for vacation and sick leave, and primarily and substantially employed on-site at the Facility. Use of a staffing agency is permitted provided all of the conditions herein are met. An FTE is primarily and substantially employed on-site if less than 50% of such employee's annual working hours are spent outside of the Brazos County, TX region. CLIENT and Plug and Play may provide input or recommendations for FTE candidates; however, Plug and Play shall have final authority regarding employment and compensation decisions.

**2.2.** Committee Member: CLIENT will occupy up to four positions on the Advisory Committee (a "Committee Member") for the Aerospace and Defense Program. The "Advisory Committee" consists of the Committee Members from all Founding Anchor Members and Anchor Members of the Aerospace and Defense Program that will guide the trajectory of that program specifically.

**2.3.** Program Focus: CLIENT, as a Committee Member of the Aerospace and Defense Program Committee, will have the opportunity to set the technology focus and application call for the Aerospace and Defense Program respectively.

**2.4.** Elite List: Plug and Play will complete the initial review and vetting of the applications to select a list of qualified startups (the "Elite List") to be considered for admittance into the upcoming Batch of either Program. Committee Members of the specific Program will receive the Elite List for that program, and from the Elite List Committee Members will vote to select startups to be reviewed at Selection Day.

**2.5.** Selection Day: "Selection Day" is a pitch event for startups selected from the Elite List to be considered for admittance to a program. CLIENT, as a Committee Member, will review the startups selected to pitch at Selection Day and vote to select startups to admit to the Program along with other Committee Members.

**2.6.** EXPOs: "EXPO" takes place at the conclusion of each Batch for each of the Aerospace and Defense Program, either in person or virtually. Each EXPO includes three-minute presentations from the startups in each Batch, panelist discussions and keynote speeches focused on the Batch. Attendees of each EXPO includes entrepreneurs, venture capitalists, Plug and Play corporate members, developers, investors, government entities, and universities. CLIENT may send representatives

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to attend EXPO and will receive a one three to five-minute speaking slot. Plug and Play may grant longer speaking engagements depending on topic and speaker.

**2.7.** Additional Members: Plug and Play may, in Plug & Play's discretion, engage with third parties to become a corporate member of the Aerospace and Defense Program by signing an agreement with Plug and Play. (each, an "Additional Member").

**2.7.1.** Plug and Play will allocate services to the Additional Member pursuant to the agreement between Plug and Play and the Additional Member and the Additional Member will pay Plug and Play for its services. In no event will payments made by Additional Members have any effect on CLIENT's payment obligations to Plug and Play.

**2.7.2.** Within five (5) business days of Plug and Play's execution of an agreement with an Additional Member, Plug and Play shall provide written notice to CLIENT of such agreement, and such notice may include the Additional Member's name and fees to be paid by the Additional Member if approved by the Additional Member for disclosure. In addition to the foregoing notice, Plug and Play shall on at least a quarterly basis submit to CLIENT written status reports reflecting the total number of Additional Member agreements executed, total Additional Member funds received, and the names of prospective Additional Members. As each Additional Member joins the Program, Plug and Play will allocate resources to the Additional Member and the Program to ensure (i) appropriate service support to the Additional Member and (ii) sustained growth of the Program.

**2.8.** Office Space.

**2.8.1.** College Station: CLIENT will assist Plug and Play in finding a mutually agreeable, suitable and sufficient fully equipped and functional office in College Station, Texas. Such office will serve as the primary co-working space for the startups participating in the Aerospace and Defense Program, office space for the management team of the Aerospace and Defense Program, and a meeting space for networking and training events (the "Facility"). Plug and Play will enter into a separate lease for the Facility and be responsible for the costs and expenses of the Facility including rent, utilities, and all related operating costs.

**2.8.2.** RELLIS: Plug and Play will acquire additional office space on or near The Texas A&M University System's RELLIS campus (the "Rellis Facility"). The Rellis Facility will serve, as-needed, as co-working space for the startups participating in the Aerospace and Defense Program, office space



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for the management team of the Aerospace and Defense Program, and a meeting space for small networking and training events.

**2.9.** Sourcing and Startup Introductions

**2.9.1.** Private Dealflow Sessions: Plug and Play will facilitate private introductions between CLIENT and startups based on CLIENT's business challenges. These connections are made through "Dealflow Sessions"—up to six per Segment, with six being allocated to the Texas Aerospace and Defense industry per this Agreement. Each Dealflow Session is structured as follows:

**a)** CLIENT shall provide Plug and Play notice of its intention to participate in a Dealflow Session. Plug and Play will, within four weeks of receipt of such notice, deliver a pre-screened list of startups to CLIENT and allow CLIENT to select up to eight startups it wishes to meet. Of the eight startups chosen by CLIENT, Plug and Play will arrange for CLIENT to meet (virtually or in-person) up to four startups during the Dealflow Session.

**b)** At the Dealflow Session, each of the selected startups will present to CLIENT, followed by open discussions between the selected startups and CLIENT

**c)** If CLIENT or any of its employees, contractors or representatives are unable to attend the Dealflow Session in person, Plug and Play will arrange a virtual or extended Dealflow Session to accommodate CLIENT's schedule.

**2.9.2.** Ad-Hoc Introductions: Plug and Play will make ad-hoc introductions between CLIENT, Additional Members, and startups as new opportunities arise during the Term (defined in Exhibit A: Fee Schedule).

**2.9.3.** Playbook: During the Term, CLIENT may access Plug and Play's proprietary virtual platform called "Playbook". Playbook allows corporate members to easily track engagement with startups and includes a database of startup profiles, exclusively for Plug and Play's corporate members' use. CLIENT's representatives that wish to use Playbook must first create a profile on the Playbook platform.



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**2.10.** Events & Workshops

CLIENT's marketing and business development representatives are invited to participate and promote CLIENT's brand and products at all Aerospace and Defense events and workshops. Plug and Play will provide:

**2.10.1.** Community Events: During the Term, Plug and Play will host events to build community within the innovation ecosystem focused on exposure between members of the Aerospace and Defense Program members and members of other programs, and startups. CLIENT may attend any community event during the Term.

**2.10.2.** Internal Events: Plug and Play will invite CLIENT to regular internal events during the Term, including, but not limited to, workshops, conferences, and roundtable discussions in the Aerospace and Defense industries. Plug and Play may invite CLIENT to internal events relating to other industries in Plug and Play's sole discretion.

**2.10.3.** Friday Pitch Sessions: The Friday Pitch Sessions ("FPS") provide a platform for startups to interact with corporate executives, serial entrepreneurs, and investors at the Silicon Valley location every Friday. The four weekly, themed FPS meetings include: Money tech, Hard tech, Health tech, Software tech. CLIENT may attend any FPS either virtually or in-person.

**2.11.** Community, Branding, and Marketing

**2.11.1.** Public Relations: CLIENT and Plug and Play will work together to submit a press release announcing the collaboration. Additionally, this collaboration will be promoted at all Plug and Play's events and in event materials, including, but not limited to, event room screens, event programs, and pop-up banners

**2.11.2.** Branding in Silicon Valley: A CLIENT placard will be positioned on Plug and Play's strategic member wall at its Silicon Valley headquarters. Plug and Play will also note CLIENT as a member on its website.

## 3. Authorization for use of Name, Trademark(s), Logo(s) and other Identifying Marks

**3.1.** As a condition of this Agreement, CLIENT hereby authorizes Plug and Play the right to use CLIENT's logo and trademarks ("Marks") in the following manner:

- A sign in Plug and Play's Silicon Valley and Bryan - College Station facilities.
- Event materials including, but not limited to, event room screens, event programs, and pop-up banners.



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- Inclusion of CLIENT's name and logo on Plug and Play's website (www.plugandplaytechcenter.com).

**3.2.** In any other instance, Plug and Play will ask for written permission from CLIENT to use the Marks, which shall not be unreasonably withheld. The request for permission and the grant of permission may be delivered and received via email or other forms of electronic communication. CLIENT shall retain all and any intellectual property rights, title or interest in or to any of the Marks used by Plug and Play.

**3.3.** CLIENT may use and publish Plug and Play's name, logo and trademarks ("Plug and Play Marks") in its marketing and promotional material with Plug and Play's prior written consent. For the avoidance of doubt, Plug and Play shall retain all and any intellectual property rights, title or interest in or to any of the Plug and Play Marks used by CLIENT.

## 4. Intellectual Property

**4.1.** Plug and Play shall own no right, title and interest in and to all intellectual property created by CLIENT and a technology startup company introduced to CLIENT through the services provided by Plug and Play in connection with this Agreement, including without limitation, all logos, trademarks, names, ideas, concepts, creative materials, promotional materials, advertising, and graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed, whether or not protected by patent, trade secret or copyright.

**4.2.** If Plug and Play and CLIENT desire to develop jointly any intellectual property during the Term, then the Parties shall execute a separate development agreement prior to starting any such development. The development agreement shall include, among other things, the Parties' mutual understanding about ownership of any developments.

## 5. Confidentiality

**5.1.** Prior to and during the Term, the Parties will be exposed to certain valuable confidential information that each deems confidential (hereafter the "Confidential Information"). This Confidential Information includes, but is not limited to, trade secrets, processes, reports, studies, statistics, writings, documents, files, procedures, business plans, marketing plans, business records, financial information, methods and techniques, customer and client lists, business contact lists, intellectual property, and any and all information related to each Parties respective business. For the avoidance of doubt, Confidential Information also includes the terms of this and any other agreement Client has with Plug and Play. The Parties understand that each has invested substantial effort into developing this Confidential Information. Because unauthorized disclosure of the Confidential Information would irreparably damage the Parties, each agree to keep any



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Confidential Information confidential and only use Confidential Information in furtherance of this Agreement. Parties agree that they shall not disclose (except to employees or representatives of a Party who have a need to know such information), market, develop, or cause to be marketed the other Party's Confidential Information without prior written consent. Business decision and discussions regarding the internal business matters of Plug and Play are confidential and not public information. This confidentiality provision shall survive the expiration or earlier termination of this Agreement and shall continue for a period of three (3) years.

**5.2.** The obligations set forth in the section above shall not apply to any Confidential Information with respect to which each Party can demonstrate:

**5.2.1.** was in its possession prior to the time of disclosure by the disclosing Party hereunder and was not acquired directly or indirectly from the other Party

**5.2.2.** was in the public domain at the time of disclosure, or subsequently became part of the public domain through no fault of the receiving Party; or

**5.2.3.** was legally received from a third party who represents in writing that it was not subject to a confidentiality agreement regarding the information.

**5.3.** All Confidential Information disclosed by the disclosing Party under this Agreement, whether in a tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media) or during all and any oral communication, shall be and remain property of the disclosing Party.

**5.4.** To the extent the recipient of Confidential Information is required to disclose such information in order to comply with the requirements of applicable law, regulation, or order of a court, the recipient must (a) promptly give prior written notice of such disclosure to the disclosing Party and (b) take commercially reasonable actions to avoid such disclosure, to minimize the extent of any such legally required disclosure, and to cooperate with any efforts by the disclosing Party to prevent such disclosure by seeking a protective order.

## 6. Indemnity

Each Party shall defend, indemnify and hold harmless the other Party, its parents, affiliates, and each of their respective directors, officers, employees, shareholders and all of their respective successors and permitted assigns (the "Indemnified Parties"), from and against any and all suits, claims, actions, liabilities, losses, damages, costs and expenses (including, but not limited to, interest, penalties, reasonable attorneys' fees and other expenses of litigation) and causes of action of whatsoever kind (collectively referred to as "Claims") which may be incurred by, asserted against, or recoverable from any Indemnified Party


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arising out of or relating to any of the Services performed or accepted by each Party under this Agreement

**7. Limitation of Liability**

Except for the indemnification obligations above, the liability for either Party under this Agreement shall be limited to the total amount of fees paid by Client to Plug and Play and in no event shall either Party be liable to the other Party for any special, incidental, punitive, or consequential damages.

**8. Term and Billing**

See **Exhibit A: Fee Schedule** attached to and incorporated in this Agreement for details.

**9. Termination**

Either Party may terminate this Agreement (the "Non-Breaching Party") for the other Party's material breach (the "Breaching Party") of this Agreement by providing the Breaching Party written notice of the material breach. The Breaching Party shall have 90 days to cure such material breach, and if the Breaching Party fails to cure such material breach during the notice period, the Non-Breaching Party may terminate this Agreement. As used in this paragraph, "material breach" means (i) CLIENT's failure to pay invoices when due, (ii) the insolvency or bankruptcy of either Party including becoming the subject matter of any proceeding relating to its bankruptcy, insolvency, receivership, liquidation, dissolution, winding up or entering into a plan of arrangement or similar agreement with its creditors, or (iii) failure by Plug and Play to begin or continue the Program.

**10. Relationship of the Parties**

Neither Party is, nor represents itself to be, an agent, employee, partner or joint venture of the other Party. Neither Party shall, unless otherwise specified in this Agreement or in a writing signed by both Parties, make promises, representations or warranties that incur any liability for or on behalf of the other Party. The relationship of the Parties is non-exclusive unless otherwise specifically agreed to in writing by the Parties.



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## 11. Notices

Any notices given under this Agreement shall be in writing to the following addresses:

Plug & Play, LLC
Attention: Arif Omer Gozen
Address: 440 North Wolfe Road, Sunnyvale, CA 94085, United States
Email: omer@pnptc.com

Greater Brazos Partnership
Attention: Susan Davenport
Address: 1716 Briarcrest Drive, Suite 714, Bryan, TX 77802
Email: sdavenport@brazosvalleyedc.org

## 12. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court or judicial authority finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited but only to the minimal extent required to make the provision valid and enforceable.

## 13. Entire Agreement

This Agreement, together with all Exhibits referenced herein (a) constitutes the entire Agreement between the Parties regarding this specific subject matter; (b) is the complete and exclusive statement of the terms thereof; and (c) it supersedes all prior oral or written agreements between the Parties with respect to this specific subject matter. Any modifications to the terms of this Agreement must be in writing and signed by an authorized representative of each Party.

## 14. Force Majeure

Neither Party shall be liable for any delays in performance hereunder due to circumstances beyond its control including, but not limited to, acts of nature, acts of governments, delays in transportation, and delays in delivery or inability of suppliers to deliver. CLIENT shall have the option to terminate any and all obligations under this Agreement by so notifying Plug and Play in writing if the delay in performance exceeds 30 days from the originally agreed upon performance date.

## 15. Choice of Law

This Agreement shall be interpreted and enforced according to the applicable federal laws of United States of America and the state laws of California without application of its conflict of law or choice of law rules.



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## 16. Assignment

This Agreement shall bind and be for the benefit of the Parties and their heirs, fiduciaries, and permitted successors and assigns. Neither Party may assign its rights or delegate its obligations under this Agreement, except to a present or future affiliate upon written notice to the other Party.

## 17. Representations and Warranties

The Parties executing this Agreement on behalf of Plug and Play and CLIENT represent and warrant that they have the authority from their respective governing bodies to enter into this Agreement and to bind their respective companies to all the terms and Conditions of this Agreement.

## 18. Other

Neither Party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. This Agreement may be signed in counterparts, which together shall be one contract. Faxed or scanned signatures will be treated as original.

**(Signature page follows)**



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Acknowledged, Accepted and Agreed:

| | |
|---|---|
| Plug & Play, LLC | Greater Brazos Partnership, Inc. |
| Represented by: Omer Gozen | Represented by: Susan Davenport |
| DocuSigned by: Arif Omer Gozen 74F3A9925312447... | Signed by: Susan Davenport AF30A0CECE774D9... |
| Name: Omer Gozen | Name: Susan Davenport |
| Title: Partner | Title: President/CEO |
| Date: 11/11/2024 | Date: 11/11/2024 |

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## Exhibit A: Fee Schedule

| Description of Work | Segment Amount | Segment Term |
|---|---|---|
| Founding Anchor Membership -Aerospace and Defense – Segment 1 | $750,000.00 | Start Date: December 01, 2024<br>End Date: November 30, 2025 |
| Founding Anchor Membership-Aerospace and Defense – Segment 2 | $750,000.00 | Start Date: December 01, 2025<br>End Date: November 30, 2026 |
| Founding Anchor Membership -Aerospace and Defense – Segment 3 | $750,000.00 | Start Date: December 01, 2026<br>End Date: November 30, 2027 |

**Term, Billing, and Tax**:

The term of this Agreement shall commence on the Effective Date and shall continue until November 30, 2027, unless earlier terminated as provided for below (the "Term"). Each 12-month period of the Term commencing on December 01 is a "Segment."

Plug and Play will invoice CLIENT on the first date of each Segment listed above, in the amount designated for that Segment. Payments made under this Agreement are made in advance and are not refundable. CLIENT shall pay Plug and Play no later than 30 days after receipt of an invoice from Plug and Play. Failure of CLIENT to pay any amount when due may result in a late penalty commencing on the due date of such payment until the date paid at a rate of 1.5% per month (18% per annum), or the maximum amount allowed by law, whichever is less.

All amounts payable under the Agreement are exclusive of any taxes or other government charges incurred by Plug and Play as a result of provision of the services to CLIENT pursuant to the Agreement. CLIENT will pay any and all (a) sales, use, excise or other taxes (other than taxes measured on the income of Plug and Play) and (b) regulatory fees or surcharges of all governmental authorities, applicable to the services provided to CLIENT under this Agreement.

The CLIENT is entering into this Agreement conditioned on and in reliance on the following supporting agreements, and the existence of and the funding through the supporting agreements forming part of the consideration for the CLIENT's obligations under this Agreement.

1. The Texas A&M University System is contemporaneously entering into a Corporate Membership Agreement with Plug and Play for services related to the Aerospace and Defense Program (the "TAMU Agreement").
2. The City of Bryan, Texas, by and through a Supplemental Funding Agreement with the CLIENT, will fund one-third of the Segment Amount when such amount becomes due.
3. The City of College Station, Texas, by and through a Supplemental Funding Agreement with the CLIENT, will fund one-third of the Segment Amount when such amount becomes due.



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The Supplemental Funding Agreements referenced above with the City of Bryan and the City of College Station collectively are referred to as the "**Supporting Agreements**" and the Texas A&M University System, the City of Bryan, and the City of College Station are referred to as the "**Funding Partners**".

If prior to the date on which any Segment Amount is due and payable one or both of the Supporting Agreements are rejected or rescinded or the Funding Partner for the Supporting Agreement fails to timely pay CLIENT under the respective Supporting Agreement, then Plug and Play will (i) ratably reduce the Segment Fees in an amount equal to the loss of funding from the rejected, rescinded or unpaid Supporting Agreement and (ii) proportionally reduce the services listed in Section 2 to account for the reduction in the Segment Fee payable by CLIENT to Plug and Play.

If prior to the date on which any Segment Amount is due and payable the TAMU Agreement has terminated either as the result of termination by the Funding Partner or termination by Plug & Play, then the CLIENT may terminate this Agreement effective as of the end of the then-current Segment by providing Plug and Play with written notice prior to the end of the then-current Segment. ). If this Agreement is terminated in accordance with this paragraph, the CLIENT will not be obligated to pay the Segment Amount that had come due, and the CLIENT will have no further obligations under this Agreement.



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# First Amendment to
# Founding Anchor Corporate Membership Agreement

This First Amendment to the Founding Anchor Corporate Membership Agreement (the "Amendment") is made and entered into effective as of March 13, 2025 (the "Amendment Effective Date") by and between Plug & Play, LLC (also doing business as "Plug and Play Tech Center") whose principal office is located at 440 N Wolfe Rd., Sunnyvale, CA 94085 (hereinafter "Plug and Play") and Greater Brazos Partnership whose principal office is located at 1716 Briarcrest Drive, Suite 714, Bryan, TX 77802 (hereinafter, the "Client"). Plug and Play and Client are individually referred to as "Party" and jointly as "Parties." Unless otherwise defined, all terms used in this Amendment shall have the same meanings as given them in the Agreement (as such term is defined below). In the event of any inconsistencies between this Amendment and the Agreement, the terms in this Amendment shall control. From and after the Amendment Effective Date, any reference to the Agreement shall mean and refer to the Agreement as amended.

## Recitals

WHEREAS, Client and Plug and Play executed that certain Founding Anchor Corporate Membership Agreement effective October 01, 2024 (the "Agreement"); and

WHEREAS, Client and Plug and Play desire to amend the Agreement as herein stated.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Exhibit A: Fee Schedule Amended. Exhibit A: Fee Schedule is hereby deleted in its entirety and replaced with Attachment 1, attached and incorporated to this Amendment.

2. No other amendment. Except as amended herein, the Agreement shall remain in full force and effect.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

4. Entire agreement. There are and were no oral or written representations, warranties, understandings, stipulations, agreements, or promises made by either party, pertaining to the subject matter of this Amendment which have not been incorporated into this Amendment. This Amendment supersedes all prior oral or written agreements between the Parties with respect to this specific subject matter. This Amendment shall not be modified, changed, terminated, amended, superseded, waived, or extended except by a written instrument executed by the Parties hereto.

**(Signature Page Follows)**

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The parties have executed this Amendment effective as of the date first set forth above.

**Greater Brazos Partnership**

By: Susan Davenport

Name: Susan Davenport
Title: President and CEO

Date: 4/8/25

**Plug & Play, LLC**

By: DocuSigned by: Omer Gozen
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Name: Omer Gozen
Title: Partner

Date: 4/8/2025

Docusign Envelope ID: 77416ADA-02D2-48BB-88DD-61B090133A25

## ATTACHMENT 1

### Exhibit A: Fee Schedule

| Description of Work | Segment Amount | Segment Term |
|---|---|---|
| Founding Anchor Membership – Aerospace and Defense – Segment 1 | $750,000 | Start Date: February 15, 2025<br>End Date: February 14, 2026 |
| Founding Anchor Membership – Aerospace and Defense – Segment 2 | $750,000 | Start Date: February 15, 2026<br>End Date: February 14, 2027 |
| Founding Anchor Membership – Aerospace and Defense – Segment 3 | $750,000 | Start Date: February 15, 2027<br>End Date: February 14, 2028 |

**Term, Termination and Billing:**

The term of this Agreement shall commence on the Effective Date and shall continue until February 14, 2028, unless earlier terminated as provided for below (the "Term"). Each 12-month period of the Term commencing on February 15 is a "Segment."

Plug and Play will invoice Client on the first date of each Segment listed above, in the amount designated for that Segment. Payments made under this Agreement are made in advance and are not refundable. Client shall pay Plug and Play no later than 30 days after receipt of an invoice from Plug and Play. Failure of Client to pay any amount when due may result in a late penalty commencing on the due date of such payment until the date paid at a rate of 1.5% per month (18% per annum), or the maximum amount allowed by law, whichever is less.

All amounts payable under the Agreement are exclusive of any taxes or other government charges incurred by Plug and Play as a result of provision of the services to Client pursuant to the Agreement. Client will pay any and all (a) sales, use, excise or other taxes (other than taxes measured on the income of Plug and Play) and (b) regulatory fees or surcharges of all governmental authorities, applicable to the services provided to Client under this Agreement.

The Client is entering into this Agreement conditioned on and in reliance on the following supporting agreements, and the existence of and the funding through the supporting agreement sforming part of the consideration for the Client's obligations under this Agreement.

1. The Texas A&M University System is contemporaneously entering into a Corporate Membership Agreement with Plug and Play for services related to the Aerospace and Defense Program (the "TAMU Agreement").

2. The City of Bryan, Texas, by and through a Supplemental Funding Agreement with the Client, will fund one-third of the Segment Amount when such amount becomes due.

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3. The City of College Station, Texas, by and through a Supplemental Funding Agreement with the Client, will fund one-third of the Segment Amount when such amount becomes due.

The Supplemental Funding Agreements referenced above with the City of Bryan and the City of College Station collectively are referred to as the "**Supporting Agreements**" and the Texas A&M University System, the City of Bryan, and the City of College Station are referred to as the "**Funding Partners**."

If prior to the date on which any Segment Amount is due and payable one or both of the Supporting Agreements are rejected or rescinded or the Funder Partner for the Supporting Agreements fails to timely pay Client under the respective Supporting Agreement, then Plug and Play will (i) ratably reduce the Segment Amount in an amount equal to the loss of funding from the rejected, rescinded, or unpaid Support Agreement, and (ii) proportionally reduce the services listed in Section 2 to account for the reduction in the Segment Amount payable by Client to Plug and Play.

If prior to the date on which any Segment Amount is due and payable the TAMU Agreement has terminated either as a result of termination by the Funding Partner or termination by Plug and Play, then the Client may terminate this Agreement effective as of the end of the then-current Segment by providing Plug and Play with written notice prior to the end of the then-current Segment. If this Agreement is terminated in accordance with this paragraph, the Client will not be obligated to pay the Segment Amount that had come due, and the Client will have no further obligations under this Agreement.

**April 24, 2025**
**Item No. 7.11.**
**Agreement with the Brazos Valley Umpires Association for Officiating Services for City Athletic Leagues and Programs**

**Sponsor:** Gene Ballew, Assistant Director Parks & Recreation

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City athletic leagues, programs, and tournaments for an amount not to exceed $125,000 per year.

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

**Recommendation(s):** Staff recommends approving the Agreement for Services with the Brazos Valley Softball Umpires Association

**Summary:** This Contract Number 25300416 is for a period of one (1) year (24 April 2025 – 24 March 2026).

The contract is for the provision of all officiating services for all City-operated athletic leagues and programs, including Adult Softball, Adult Volleyball, Adult Basketball, Youth Basketball, and Adult Kickball, as well as tournament play. This blanket contract sets rates for these sports that can cover league play and tournaments, if held.

Payment for umpire services is made to the Association, prior to each season based on the scheduled games, who then pays the individual umpires for actual games called. A “true up” is calculated at the end of each season to verify actual games called with the Association and the Parks and Recreation Department. Tournaments are handled individually in the same manner.

**Budget & Financial Summary:** This contract is not to exceed $125,000. Funds are budgeted through the Parks and Recreation Departments General Fund and Hotel Occupancy Tax budgets

**Attachments:**
1. 25300416 BVSUA Agreement (CC 4.24.25)

# CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 25300416 PROJECT#: N/A BID/RFP/RFQ#: N/A

**Project Name / Contract Description:** Athletic Leagues Officiating Services

**Name of Contractor:** Brazos Valley Softball Umpires Association

**CONTRACT TOTAL VALUE:** $ 125,000

**Grant Funded** ☐ Yes ■ No
If yes, what is the grant number: _____

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

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

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

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

Contract is for Athletic Leagues Officiating Services. Contract will be set up as a Not to Exceed and an as needed basis. Funding will come from Parks and Recreation and account(s) used will be based on the type of athletic event officiated.

*(If required)**
**CRC Approval Date*:** 3/10/25 **Council Approval Date*:** 4/24/25 **Agenda Item No*:** _____

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

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

**SIGNATURES RECOMMENDING APPROVAL**

Kelsey Head
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 4/15/2025 DATE

David Parnell
LEGAL DEPARTMENT — 4/15/2025 DATE

ASST CITY MGR – CFO — 4/15/2025 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 OFFICIATING SERVICE AGREEMENT WITH BRAZOS VALLEY SOFTBALL UMPIRES ASSOCIATION**

This service agreement ("Agreement") is entered into by and between the **City of College Station, Texas,** a Texas Home Rule Municipal corporation ("City"), and the **Brazos Valley Softball Umpires Association** ("Association").

In consideration for the payment as stated below, the Association shall provide qualified officiating services for each and every City softball, flag football, volleyball, basketball, kickball, and other City approved sports league game as scheduled by City's Parks and Recreation Department.

In consideration for the payment as stated below, the Association shall provide qualified officiating services for all City sanctioned and approved tournaments and events when such service is requested by the City.

## I. PAYMENT

**1.01 Consideration.** The total amount of payment by the City to the Association for all services to be performed under this Agreement may not, under any circumstances, exceed One Hundred Twenty-Five Thousand **and** 00 **/100 DOLLARS ($** 125,000.00 **).**

**1.02 Invoice.** Association shall submit invoices to City requesting payment for services provided. Payment(s) shall be made within thirty (30) calendar days of City's receipt of invoice.

**1.03 Scheduling Fee.** The City agrees to pay to the Association for their services provided in the scheduling and administration of payroll of Association Officials.

**(a)** The City will pay the Association an officiating schedule fee of $1,000.00 for each league scheduled. Softball and kickball are to be considered one league jointly for the purposes of this Agreement

**1.04 Per Game Fee.** The City shall pay the Association for officials as follows:

| | |
|---|---|
| Softball & Basketball Games | $*30.00* per game |
| Flag Football, Volleyball, Kickball, and Other Sporting Events Scheduled by City's Park and Recreation Department | $*25.00* per game |

**1.05 Clinic Fee.** The City will pay the Association $250.00 per clinic. The City will pay the Association $500 per season for evaluation and in-season training.

**1.06 City Sanctioned and Approved Events Fee.** The City will pay the Association according to current USA or TAAF guidelines for City sanctioned and approved events.

**1.07 Official's TAAF Membership.** The City will pay the Association for each official's not covered under USA Softball for insurance and background check.

**1.08 Payment of Fees.** The Association shall submit to the City an invoice requesting payment for services. Payment(s) shall be made within thirty (30) calendar days of City's receipt of invoice. No funds will be paid until City receives and approves the required invoice(s).

**1.09 Withhold Payment.** In the event the Association does not comply with or otherwise meet the terms and conditions of this agreement, the City may withhold further payment to the Association until the condition or term is remedied to the satisfaction of the City.

## II. UMPIRING SERVICES

**2.01 Schedules.** The City will provide the Association with the season schedules one week before the date of the first scheduled game of the season. The City will also provide the Association with one week's notice, if possible, of all rescheduled games. Both schedules will be in writing.

**2.02 Accounting System.** The Association will establish, operate and maintain an accounting system, which system shall be open to the City for periodic inspection during regular business hours. The system shall be designed for and provide for the tracking of funds and the review of the financial status of the program on a seasonal basis.

**2.03 Separate Account.** The Association will establish a separate account for the payment of officials for the services performed pursuant to this Agreement. The Association will expend funds according to the terms of this Agreement.

**2.04 Representative.** The Association will appoint an authorized representative who will be available to meet with the Recreation Division Representative and other City officials upon request.

**2.05 Absenteeism.** In the event an official fails to work any scheduled game due to absenteeism, the Association will reimburse the City the amount of $15 of the Per Game Fee as established in this Agreement.

**2.06 Officials.** The Association will provide certified officials at each scheduled game. Officials will be evaluated based on their game management, professionalism, mechanics, and attendance and their overall score will determine if additional training is necessary. Officials will be evaluated twice per season and as needed if any issues arise.

**2.07 Financial Audit.** A copy of the Association's financial audit shall be made available to City no later than thirty (30) days following Association's receipt of the City's audit request.

## III. INDEMNIFICATION AND RELEASE

**3.01 Indemnification. It is further agreed that the Association shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including**

**all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Association under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Association, 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.**

**3.02 Release. The Association assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Association '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 Association, 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.**

## IV. INSURANCE

**4.01** The Association will not allow any non-USA or non-TAAF certified persons to umpire any City game. The Association shall require all officials to be certified with USA or TAAF and be covered by USA or TAAF insurance.

**4.02** As a certified member of USA or TAAF, each Association official represents that they will maintain USA or TAAF insurance for the duration of this Agreement, including insurance against claims for injuries to persons and damages to property which may arise from or in connection with the performance of the work hereunder by Association, its agents, representatives, volunteers, employees, and officials.

**4.03** The official's USA or TAAF insurance shall be primary insurance. The insurance must list the City, its officers, agents, volunteers and employees as additional insureds. The required limits of insurance for this Agreement are as set forth below. Certificates of Liability Insurance evidencing the required coverage is attached as **Exhibit A** "Certificates of Insurance."

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

**4.04 Type.** The following type shall apply:

**(a)** Commercial General Liability.

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

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

**(b)** The Association shall furnish Certificates of Insurance and endorsements 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 attach the certificates to this Agreement as **Exhibit A**; and City shall approve insurance coverage before each season begins.

**(c)** Association 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.

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

**(h)** 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.

**(i)** Limits of liability must be equal to or greater than $500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $1,000,000.00.

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

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

## V. CHANGE ORDERS

**5.01** 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 City personnel. The Association 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 Agreement.

**(a)** **City Manager Approval.** When the original Agreement 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 Agreement to more than $100,000. For such Agreements, when a change order results in a total Agreement amount that exceeds $100,000, the City Council of the City must approve such change order prior to commencement of the services or work.

**(b)** **City Council Approval.** When the original Agreement 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 Agreements, 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 Agreement amount.

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

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

## VI. CRIMINAL BACKGROUND CHECKS

**6.01** The Association shall provide the City the names and personal identification information on all persons acting as officials, and any other person acting in an official capacity with any organization involved in the Association's youth activities. The City shall conduct criminal background checks on all persons acting as officials, and any other person acting in an official capacity with any organization involved in the Association's youth activities, who are not USA, USSA or USSSA certified. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The City shall employ a reputable company licensed by the State of Texas to conduct such checks. Should an individual be disqualified as a result of the check, based upon generally recognized standards for the protection of youth, the Association shall prohibit that individual from serving in any official capacity with the Association's activities. The Association shall provide to the City a copy of the Association's policies and procedures regarding disqualification of an official as a result of the background check under **Exhibit B.**

## VII. GENERAL TERMS

**7.01** **Term.** The term of this Agreement is for one (1) year, with the option to renew for two (2) additional one (1) year terms for a total of three (3) years.

**7.02** **Independent Contractor.** It is understood and agreed by the parties that the Association is an independent contractor retained for the above-mentioned purpose. In all activities and services performed hereunder, the Association is an independent contractor and not an agent or employee

of the City. The City shall not control the manner or the means of the Association's performance but shall be entitled to a work product as described above. The Association will have the sole obligation to employ, direct, control, supervise, manage, and discharge. 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

**7.03 Termination.** The City may terminate the Project and this Agreement, at any time, for convenience. In the event of such termination the City will notify the Association in writing and the Association shall cease work immediately. Association shall be compensated for the services performed through the date of termination. Should the City terminate this Agreement for convenience, the City shall pay Association for the services performed and expenses incurred before the date of termination. Any funds received by the Association but not earned pursuant to this Agreement shall be returned to the City within seven (7) days after termination.

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

**7.05 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

**7.06 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 Association's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Association to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

**7.07 Compliance with Laws.** The Association 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 Association may not knowingly obtain the labor or services of an undocumented worker. The Association, not the City, must verify eligibility for employment as required by IRCA.

**7.08 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

**7.09 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Association without the prior written approval of City.

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

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

**7.12 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.

**7.13 Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and Association and supersedes all prior negotiations, representations, or agreements, either written or oral.

**7.14 Agree to Terms.** The parties state they have read the terms and conditions of this Agreement and agree to the terms and conditions contained in this Agreement.

**7.15 Notice.** Any official notice under this Agreement will be sent to the following addresses:

**CITY OF COLLEGE STATION**
**PARKS AND REC. DEPT.**
ATTN: *Recreation Supervisor*
P.O. Box 9960
College Station, TX 77842
parks@cstx.gov

**BRAZOS VALLEY SOFTBALL**
**UMPIRES ASSOCIATION**
P.O. Box 2875
Bryan, TX 77805

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

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

**7.18 Gifts.** Any gifts or other contributions received by the Association or any of its members shall not be subject to the provisions of this Agreement.

**7.19 Effective Date.** This Agreement goes into effect when duly approved by all the parties hereto.

**7.20 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, Association 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, Association 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 Association 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.** Certificates of Insurance
- **B.** Association's Policies and Procedures

**BRAZOS VALLEY SOFTBALL UMPIRES ASSOCIATION**

**BY:** Jacob Estrada

**Printed Name:** Jacob Estrada

**Title:** BVSUA PRESIDENT

**Date:** 4/15/2025

**CITY OF COLLEGE STATION**

**BY:** _____
**City Manager**
**Date:** _____

**APPROVED**

David Parrell
**City Attorney**
**Date:** 4/15/2025

**Assistant City Manager/CFO**
**Date:** 4/15/2025

**EXHIBIT A**
**CERTIFICATES OF INSURANCE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2025

**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 provision 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**<br>**RPS Bollinger**<br>**PO Box 1322**<br>**Morristown, NJ 07960** | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 800-446-5311 **FAX (A/C, No.):** 973-921-8474<br>**E-MAIL ADDRESS:**<br>**PRODUCER CUSTOMER ID #:** |
| **INSURED** USA Softball, Inc.<br>**USA Softball, Inc.**<br>**2801 NE 50th Street**<br>**Oklahoma City, OK** | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A:** SiriusPoint America Insurance Company / 38776<br>**INSURER B:**<br>**INSURER C:**<br>**INSURER D:**<br>**INSURER E:**<br>**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 | **GENERAL LIABILITY**<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR.<br>GEN'L. AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PROJECT [X] LOC | X | | PLH03GL00000652<br>****Non-participants only**<br>Sexual Abuse Molestation Liab per occurence: $1,000,000<br>Sexuual Abuse Molestation Aggregate Limit: $2,000,000<br>Participant Legal Liability per occurence: $2,000,000<br>Participant Legal Liability aggregate limit: $2,000,000 | **1/1/2025** | **1/1/2026** | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Each occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | **$3,000,000**<br>**$1,000,000**<br>**$10,000****<br>**$1,000,000**<br>**$5,000,000**<br>**$2,000,000** |
| | **AUTOMOBILE LIABILITY**<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | |
| | **WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY** Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A<br>**(Mandatory in NH)**<br>If yes, describer under DESCRIPTION OF OPERATIONS below | | | | | | [ ] per statute [ ] OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Coverage is provided under this policy for Umpire Associations that are comprised of 100% USA Softball Registered Umpires. Certificate holder is named as additional insured. This certificate is issued on behalf of Brazos Valley Softball Umpires Association.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| City of College Station<br>PO Box 9960<br>College Station, TX 77842 | **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**<br>**AUTHORIZED REPRESENTATIVE** |

**ACORD 25 (2016/03)** **The ACORD name and logo are registered marks of ACORD** **©1988 - 2015 ACORD CORPORATION. All rights reserved.**

Contract No. 25300416

Name of Project: Athletic Leagues Officiating Services

## STATEMENT AFFIRMING NO BUSINESS AUTOS

I, the undersigned, the sole owner, shareholder, principal or partner doing business as BVSUA herein verify BVSUA does not have Business Autos, nor does it conduct business in any way that would require it to have Business Autos when performing for the City of College Station under the above-referenced contract.

I understand if BVSUA purchases, rents, or otherwise uses Business Autos or does anything to change its obligations under state law with respect to carrying Business Auto liability insurance when performing for the City, it will promptly do so and notify the City of same. BVSUA assumes full responsibility for its obligations, if any, under applicable law relating to business auto liability insurance.

Name of Business: Brazos Valley Softball Umpire Association

Telephone No. _____

Address: PO BOX 2875

City: Bryan State: TX Zip Code: 77805

Signature of Owner: [signature] Date: 3/24/2025

**RETURN SIGNED FORM TO**

**OR**

**FAX TO**

Contract No. 25300416
Name of Project: Athletic Leagues Officiating Services

## REQUEST FOR EXCEPTION TO WORKERS' COMPENSATION REQUIREMENT

I, the undersigned, am the sole owner, shareholder, principal or partner doing business as BVSUA I herein verify BVSUA does not have paid employees or subcontractors, nor does it conduct business in any way that would require it to have Workers' Compensation coverage when performing for the City of College Station under the above-referenced contract. Based on this, I request an exception to the City's Workers' Compensation contract insurance requirement be granted for this project.

I understand if BVSUA hires any employees or does anything to change its obligations under state law with respect to carrying Workers' Compensation insurance when performing for the City, it will promptly do so and notify the City of same. BVSUA assumes full responsibility for its obligations, if any, under applicable law relating to workers' compensation.

Name of Business: Brazos Valley Softball Umpire Association

SSN/FEIN No. _____ Telephone No. _____

Address/P.O. Box: PO Box 2875

City: Bryan State: Tx Zip Code: 77805

Signature of Owner: [signature] Date: 3/24/2025

**Witnessed by:** _____

**RETURN SIGNED FORM TO** _____, **OR**

**FAX TO** _____.

**EXHIBIT B**
**ASSOCIATION'S CRIMINAL BACKGROUND CHECK POLICIES AND PROCEDURES**

2.5.2. Any volunteer or official who fails to pass the background check performed by USA Softball or the City of College Station will have any accepted assignments withdrawn immediately upon notification. The volunteer or official will be removed from the BVSUA roster and will not be scheduled for any future assignments.

3. UMPIRE PAY RATES

3.1. New umpires with no experience will be compensated at a determined base pay rate for all beginners.

3.2. Umpires who have previous ASA experience and are new to the BVSUA may have his/her prior experience considered for pay rate purposes with appropriate documentation from the former organization(s) in which s/he worked.

3.3. Slow-Pitch pay rates effective January 1, 2017 are

$17 per game: New umpires (no experience)
$20 per game: Maximum pay rate for all umpires

3.4. Paychecks are distributed at general membership meetings or at other assigned times.

4. TRAINING AND EVALUATION

The Training and Evaluation Committee (T&E) is responsible for the training and evaluation of all rookie and veteran BVSUA umpires. A "rookie" is defined as an umpire who has less than two years of experience; a "veteran" is defined as an umpire who has two or more years of experience.

4.1. The Umpire-in-Chief shall chair the T&E Committee. General responsibilities will include:

4.1.1. scheduling and conducting annual training clinics;

4.1.2. keeping a current log of the membership's training attendance (i.e. National Schools, State Schools, local clinics, etc.);

4.1.3. maintaining the membership's current written test scores;

4.1.4. recommending a member's raise or cut in pay;

**April 24, 2025**
**Item No. 8.1.**
**Detention Pond Standards**

**Sponsor:** Erika Bridges

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the City's detention pond standards.

**Relationship to Strategic Goals:**
Good Governance
Core Services & Infrastructure

**Recommendation(s):** N/A

**Summary:** This was a future agenda item requested by the Council. This workshop item will provide the Council with information on the City's current standards for detention ponds and staff will be available for questions. Council may use this opportunity to discuss requirements they'd like to see investigated by Staff.

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

**Attachments:**
None

**April 24, 2025**
**Item No. 8.2.**
**Neighborhood Parking**

**Sponsor:** Jennifer Prochazka, Assistant City Manager

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding neighborhood parking.

**Relationship to Strategic Goals:**
Neighborhood Integrity
Core Infrastrucrure and Services

**Recommendation(s):** N/A

**Summary:** This item was requested for discussion by the City Council related to single-family density and over-occupancy concerns. The presentation will include information and potential opportunities related to both on-street and off-street parking in residential areas.

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

**Attachments:**
None

**April 24, 2025**
**Item No. 8.3.**
**Legislative Update**

**Sponsor:** Ross Brady, Chief of Staff

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding legislative engagement efforts.

**Relationship to Strategic Goals:**
Good Governance

**Recommendation(s):**

**Summary:** This item is intended to provide Council the opportunity to discuss legislative activities and the City's engagement efforts related to the State Legislature.

**Budget & Financial Summary:**

**Attachments:**
1. Resolution No. 01-09-25-7.1 -- Resolution-Legislative Action Plan

**Resolution No. 01-09-25-7.1**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ADOPTING THE 2025 LEGISLATIVE PROGRAM FOR THE CITY OF COLLEGE STATION, TEXAS; DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO ACT WITH REGARD TO THE CITY'S 2025 LEGISLATIVE PROGRAM; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the 89th Session of the Texas Legislature will convene on January 14th; and

**WHEREAS**, it is anticipated there will be many legislative issues affecting local government considered; and

**WHEREAS**, City staff prepared the recommended 2025 Legislative Program attached hereto as Exhibit "A" and the 2025 Legislative Program has been reviewed by the City Council of the City of College Station; and

**WHEREAS**, the City Council maintains such a 2025 Legislative Program is in the best interest of the City and the College Station community (i.e., residents and businesses), and thus should be adopted, and forwarded for consideration by the State Legislature; and

**WHEREAS**, the City Council wishes to direct the City Manager to take action with regard to the 2025 Legislative Program as outlined below; now, therefore,

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

**PART 1:** Exhibit "A" is hereby adopted and approved as the 2025 Legislative Program for the City of College Station.

**PART 2:** The City Manager is directed to communicate the items included in the 2025 Legislative Program to members of the Texas Legislature, in general, or to the appropriate legislative staff, committees, or committee members.

**PART 3:** For those items designated as "support" by the City Council, the City Manager is directed to actively pursue passage of the appropriate legislation. The City Manager's efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

**PART 4:** For those items designated as "oppose" by the City Council, the City Manager is directed to attempt to impede the passage of any such legislation.

**PART 5:** It is recognized this policy will often be implemented in the context of great numbers of legislative proposals being considered within short time periods. City representatives, under the direction of the City Manager, shall be authorized

to act on behalf of the City consistent with the necessary broad policy concerns set forth in this program.

**PART 6:** This Resolution shall take effect immediately from and after its passage.

**ADOPTED this 9h day of January, 2025.**

**ATTEST:**

**City Secretary**

**APPROVED:**

**Mayor**

**APPROVED:**

**City Attorney**

# EXHIBIT A
# 2025 LEGISLATIVE PROGRAM

The 2025 Legislative Program is a guide for City of College Station ("City") positions and priorities.

The purpose of the City's legislative efforts is to serve the citizens and businesses of College Station by advocating for policies which will be in the best interest of the College Station community. Many significant decisions affecting Texas cities are made by the Texas Legislature, During the 2023 session, out of the 8,000 bills or resolutions filed, more than 1,800 bills would have affected Texas cities in a substantial way.

## LOCAL CONTROL

The City maintains that citizens and businesses are best served by policies made at the level of government closest to the people. It is the elected members of the city council who best understand the needs and expectations of their communities. Therefore, the City will seek to preserve home rule authority by opposing bills which will allow the state to preempt municipal authority or erode the City's authority to govern locally.

The city will oppose legislation which will:

- Impose further revenue and/or tax caps of any kind without sustainable offsetting revenue
- Erode the ability of a city to issue debt
- erode municipal authority related to development matters, including annexation, eminent domain, zoning, building codes, tree preservation, short-term rentals, the extraterritorial jurisdiction, and manufactured housing.
- Erode the authority of a city to be adequately compensated for the use of its rights-of-way and/or erode municipal authority over the management and control of rights-of-way.
- Limit or prohibit the authority of city officials to use municipal funds to communicate with legislators.

## PROTECTING WATER RESOURCES

As the population and economy of Texas grows there will be additional demands on the State's natural resources. One of the most concerning of these resources is groundwater. The potential transfer of groundwater from the region to other areas poses a threat to the stability of the City's water supply and infrastructure. Additionally, increased water use driven by droughts and regional growth will continue to impact the city's primary drinking water source—deep underground aquifers.

The City will support legislation which will:

- establish the prioritization of water rights based on the date at which an entity's claim to the groundwater was filed with the State of Texas, similar to the priority date system of permitting used to regulate access to surface water,
- allow a municipality to count their service territory as part of an area legally controlled as far as acreage and drilling wells.

## TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FUNDING FOR PEDESTRIAN CROSSINGS ON FM60

Northgate has become the densest residential district in our City, with over 8,000 current beds, and an additional 2,300 coming soon through projects which have already been permitted. This is a 758% increase since 2011, when there were only 1,200 beds in Northgate. East of Northgate, an urban, mixed-use development known as Century Square, has developed. This thriving district hosts restaurants, hotels, retail, and entertainment spaces. However, these two growing neighborhoods are separated from the TAMU campus by FM60, also known as University Drive, a highway with over 48,000 vehicles traversing it each day.

The City will pursue efforts to secure funding for two grade-separated pedestrian crossings linking Texas A&M University with Northgate and Century Square, establishing a safe connection between campus and these two neighborhoods. The need for these crossings has been recognized for years. In 2018 the Bryan College Station MPO conducted a connectivity study which identified the need for safer bicycle and pedestrian crossings in this area.

The City has requested federal community project funding to assist with design. The funding was passed through the House Committee for Transportation, Housing and Urban Development, and is expected to pass with the Federal Budget, in March.

TxDOT funding is needed for construction, which may begin in 2028 or 2029.

Texas A&M University and the MPO are in support of this project.

## EXTRA TERRITORIAL JURISDICTION (ETJ) REGULATIONS

College Station believes cities have a right by statute to regulate their ETJ. In the 88th Legislative Session SB 2038, was passed with the intent to allow property owners to petition to leave a municipality's ETJ. The City has concerns about the negative impacts SB 2038 will have on our community, current and future taxpayers, quality of life, infrastructure, and core services. SB 2038 violates Article II, Section 1 of the Texas Constitution (the separation of powers) because its petition mechanism constitutes an unconstitutional delegation of authority to private parties. Also, SB 2038 violates the City's grant of legislative discretion to reduce the ETJ by ordinance or resolution under Texas Local Government Code section 42.023.

The City seeks a resolution to this issue through revisions to SB 2038 which will remove the constitutional conflict.

## HOTEL OCCUPANCY TAX (HOT) FUNDING FOR A CONVENTION CENTER

The City supports legislation which will allow College Station to utilize HOT revenues to promote tourism through the construction of a convention center.

**April 24, 2025**
**Item No. 9.1.**
**Fire Station #7 GMP #2 Building Package**

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

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on approval of Amendment No. 2 to the Construction Manager at Risk (CMAR) contract with Lott Brothers Construction Company, Ltd., accepting the Guaranteed Maximum Price (GMP) of $12,364,293 for building construction, site utilities, dry utilities, and paving work for the Fire Station #7 project, plus the City's contingency in the amount of $1,112,786.37 for a total appropriation of $13,477,079.37 and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

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

**Recommendation(s):** Staff recommends approval of the amendment and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** This amendment to the current construction manager at risk contract with Lott Construction, accepting the guaranteed maximum price, includes all needed building construction, site utilities, dry utilities, and paving work for the Fire Station #7 project. This also includes clearing, concrete pavement, traffic control, and stormwater pollution prevention.

The Construction Manager at Risk (CMAR) for pre-construction and construction phase services was solicited via Request for Qualifications (RFQ) on March 27, 2024, RFQ #24-035 and RFP #24-035. Three (3) responses were submitted to RFQ #24-035 and two (2) were invited to submit for the RFP #24-035. Both respondents to the RFP were interviewed. After evaluation and interviews, Lott Brothers Construction was selected as the most qualified, best value for the city based on the published selection criteria.

Lott Brothers Construction provided pre-construction services (construction reviews, materials coordination, cost estimating, etc.) during the design phase. Lott will also be providing construction phase services. Construction was bid out through the CMAR and is being presented to City Council for approval as a Guaranteed Maximum Price (GMP) for each construction phase(s) of the project. The project is anticipated to take 12-15 months to complete.

**Budget & Financial Summary:** $18,000,000 is currently budgeted for this project in the Facilities and IT Capital Improvement Projects Fund. A total of $2,681,611 has been expended or committed to date, leaving a balance of $15,318,389 for this and other remaining project expenses. Funding for this project was approved via the City of College Station's November 2022 General Obligation Bond Election.

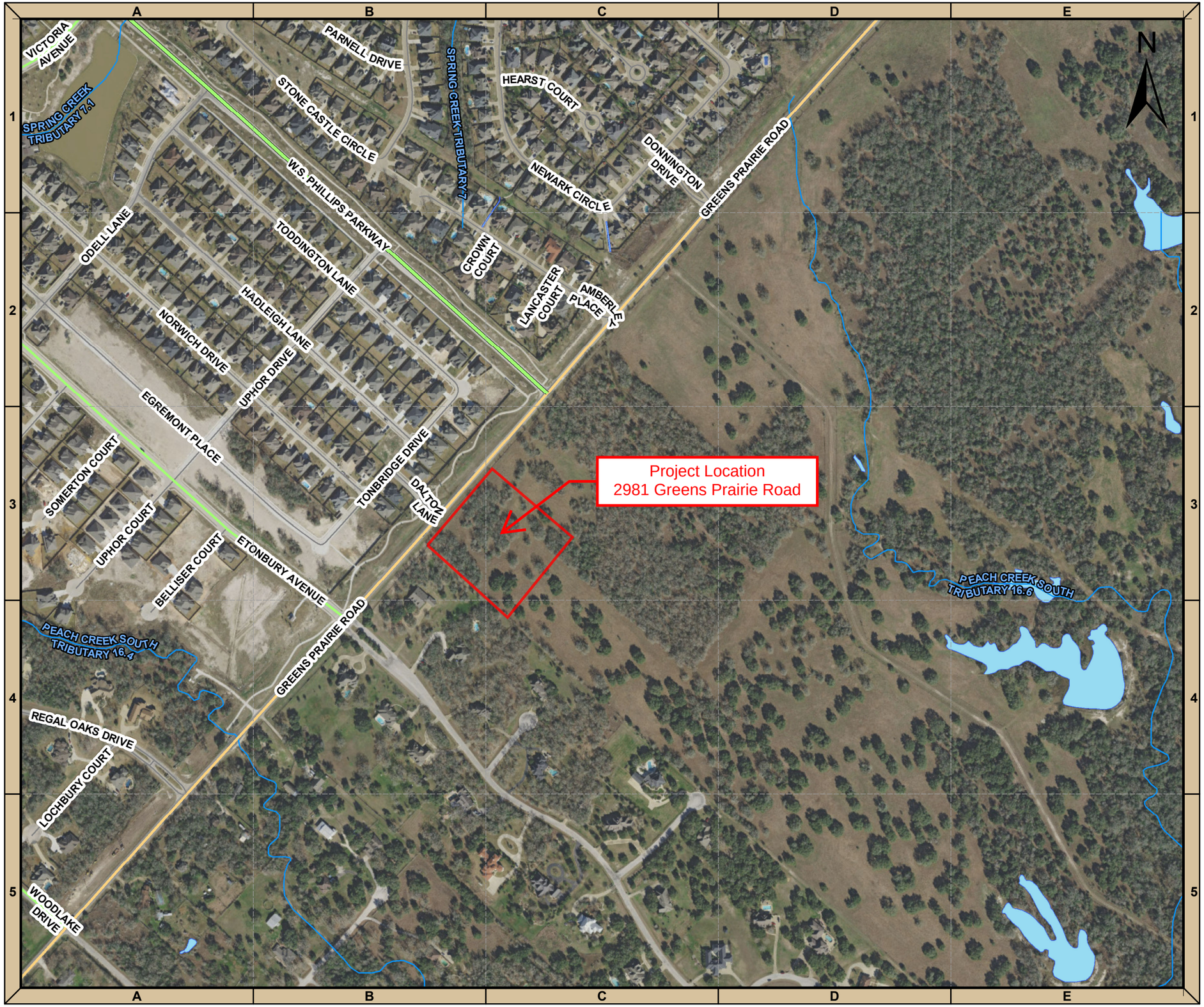
The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all of the long-term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

**Attachments:**
1. FIre Station #7 Project Location Map

2. Fire Station #7_Lott Brothers_GMP No. 2_24300545Amd2
3. Fire Station #7 Construction DRR

Created: 11/20/2023

# Project Location Map
# Fire Station #7
# GG2306



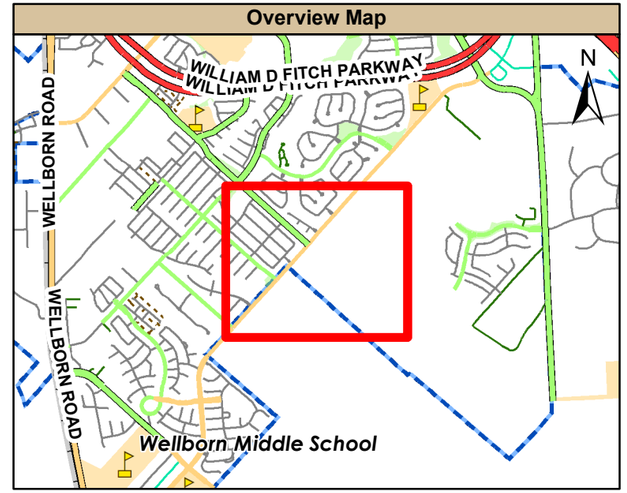

## Legend

### Streets

**Functional Classification**

- MAJOR COLLECTOR
- MINOR ARTERIAL
- MINOR COLLECTOR
- LOCAL STREET
- Rivers
- Water Features

### 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

CONTRACT#: 24300545 PROJECT #: GG2306 BID/RFP/RFQ#: RFQ/RFP24-03

**Project Name / Contract Description:** Fire Station #7 GMP #2 On-site work and Structure

**Name of Contractor:** Lott Brothers Construction Company, Ltd

**CONTRACT TOTAL VALUE:** $ 13,191,866.00 **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** Amendment #2

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

A $18,000,000 is included in the General Government Capital Improvement Projects Fund.

A total of $2,681,611 has been expended or committed to date, leaving a balance of $15,318,389 for this and other remaining project expenses.

*(If required)**

**CRC Approval Date*:** N/A **Council Approval Date*:** 4/24/2025 **Agenda Item No*:** TBD

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

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

**SIGNATURES RECOMMENDING APPROVAL**

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT DATE

**APPROVED & EXECUTED**

_____ _____
CITY MANAGER DATE

N/A
_____ _____
MAYOR (if applicable) DATE

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

9.12.23 UPDATED

**GUARANTEED MAXIMUM PRICE AMENDMENT NO. 2**
**TO THE STANDARD FORM OF AGREEMENT**
**BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK**

This Guaranteed Maximum Price Amendment No. 2 to the Standard Form of Agreement Between City and Construction Manager At Risk ("Amendment No. 2" or "GMP No. 2") is entered into by and between the City of College Station, Texas ("City" or "Owner") and Lott Brothers Construction Company, Ltd. ("Construction Manager") for the construction of the following City Project: Fire Station No. 7. This Amendment No. 2 amends the one certain Standard Form of Agreement Between the City and Construction Manager At Risk (the "Agreement") entered into by and between the City of College Station, Texas and Lott Brothers Construction Company, Ltd., dated July 12, 2024 (Contract No. 24300545), and subsequently amended by Guaranteed Maximum Price Amendment No. 1 (Amendment No. 1) dated February 14, 2025, and further establishes a Guaranteed Maximum Price ("GMP") for the construction of the: On-Site Work and Structure of Fire Station No. 7, and time for completion of construction as set forth below:

**RECITALS**

**WHEREAS**, City and Construction Manager entered into the Agreement dated as of July 12, 2024, for the construction of the City's Fire Station No. 7 Project; and

**WHEREAS**, City and Construction Manager subsequently amended the Agreement on February 14, 2025 by entering into Guaranteed Maximum Price Amendment No. 1 ("Amendment No. 1" or "GMP No. 1") for off-site utilities work related to the construction of the City's Fire Station No. 7 Project; and

**WHEREAS**, unless clearly provided otherwise herein, all terms, conditions, and phrases used herein shall have the same meaning as the terms, conditions, and phrases used in the Agreement, as amended; and

**WHEREAS**, Sections 23.03 and 26.02 of the Agreement contemplates the delivery of a Construction Manager's GMP Proposal or Proposals if the Project is split up into multiple GMP phases to City; and

**WHEREAS**, Sections 23.03 and 26.02 of the Agreement requires that said proposal contain certain representations and documentation; and

**WHEREAS**, Sections 23.03 and 26.02 of the Agreement provides that in the event City timely accepts the Construction Manager's GMP Proposal, this GMP Amendment shall be executed; and

**WHEREAS**, the Construction Manager has delivered a Construction Manager's GMP Proposal to City; and

**WHEREAS**, City desires to accept the Construction Manager's GMP Proposal, subject to any amendments or revisions as set forth above and herein.

**NOW, THEREFORE,** in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Construction Manager agree to modify and amend the Agreement as follows:

1. **GMP No. 1 Not Modified**. The Construction Manager acknowledges that this Amendment No. 2 does not modify GMP No. 1, but does modify the original Project scope, budget, and time for completion set forth in the Agreement.

2. **Prior Work Performed**. To expedite the Project schedule, the Construction Manager and City have previously agreed to allow the Construction Manager to perform the Work as set forth in the Contract Documents and GMP Amendment No. 1 prior to this final GMP Amendment No. 2. The Construction Manager acknowledges that the scope of Work covered by this GMP Amendment No. 2, when added to all prior Work from GMP Amendment No. 1, will be the Total GMP (Amendments No. 1 and No. 2) for the Project, as included in the overall scope of Work of the original Agreement, as amended.

3. **Amendment is Cumulative**. The Construction Manager acknowledges that this Amendment No. 2 is cumulative for the remainder of the Project, and includes the costs for the payment bond, performance bond, insurance, general and administrative costs.

4. **GMP Proposal**. City hereby accepts the Construction Manager's detailed GMP Proposal GMP Amendment No. 2 submitted by Construction Manager, dated April 15, 2025, a true and complete copy of which is attached hereto and incorporated herein by reference, marked as: Exhibit "A" and sub Exhibits A-1 through A-5.

5. **GMP No. 2**. Construction Manager's GMP for the Cost of the Work for this GMP No. 2 is: **Twelve Million Three Hundred Sixty-Four Thousand Two Hundred Ninety-Three Dollars ($12,364,293.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents as agreed by City and Construction Manager. GMP No. 2 is an amount that the Cost of the Work shall not exceed and is based on and detailed in the attached Exhibit "A" and sub Exhibits A-1 through A-5.

6. **CMAR Fee for GMP No. 2**. The Construction Manager's Fee for the Construction of the Work in GMP No. 2 is hereby established in the sum of **Four Hundred Forty-Six Thousand Nine Hundred Two Dollars ($446,902.00)**, based on the product of **3.75%** multiplied by the Cost of the Work, and said sum is included within the above stated GMP No. 2.

7. **Total GMP**. The Total GMP (Amendments No. 1 and No. 2) is: **Thirteen Million One Hundred Ninety-One Thousand Eight Hundred Sixty-Six Dollars ($13,191,866.00)**.

8. **All Costs Included in CMAR Fee**. All costs and expenses for those General Conditions, identified by Construction Manager in its response to the RFP, as well as all overhead expenses and Cost of the Work for the construction are included in the above GMP totals. Construction Manager acknowledges and agrees that City shall have no liability for any General Condition expenses beyond payment of the above noted amount, and Construction Manager agrees that it shall not be entitled to receive any additional compensation from City for the General Conditions beyond this amount unless expressly adjusted by a Change Order authorized in writing by the City.

9. **City Contingency**. City has established a City's Contingency fund for GMP No. 2 in the sum of **One Million One Hundred Twelve Thousand Seven Hundred Eighty-Six Dollars and Thirty-Seven Cents ($1,112,786.37) (9% of GMP No. 2)** for this Project. Construction Manager has no right or entitlement to the City's Contingency fund and use of such funds are subject to the prior written approval and issuance of a Change Order by City. Should any contingency funds be required for use on the Project, the parties must enter into a written Change Order allocating that portion of the contingency to the Project for specific identified items. Failure to obtain a fully executed Change Order allocating contingency shall waive any rights Construction Manager may have to said funds. Should Construction Manager perform work for which it seeks funds in excess of the GMP but within the City's identified Project contingency, then Construction Manager does so at its own risk of cost and the GMP shall not be adjusted upwards.

10. **Substantial Completion**. Pursuant to the terms of the Agreement, the Project will be substantially

complete within **Three Hundred Sixty-Five (365) calendar days** from the date that Written Notice to Proceed is issued for GMP No. 2, as defined in Section 2.15 of the Agreement.

11. **Agreement Terms and Conflict**. Except as modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended, City and Construction Manager agree that the terms of this Amendment shall take precedence.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective as of the last date making it fully executed.

**LOTT BROTHERS CONSTRUCTION COMPANY, LTD.**

By: Lott Brothers GP, Inc., General Partner

By: _____

Printed Name: Mike White

Title: Construction Manager

Date: 4/17/2025

**CITY OF COLLEGE STATION**

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

**List of Exhibits:**

Exhibit "A" – Construction Manager's GMP No. 2 Proposal
- Exhibit "A-1" – GMP No. 2 – Cost Summary
- Exhibit "A-2" – GMP No. 2 – List of Plans, Specifications and Addenda
- Exhibit "A-3" – GMP No. 2 – Inclusion, Exclusion, Assumptions
- Exhibit "A-4" – GMP No. 2 – Payment and Performance Bonds for GMP No. 2
- Exhibit "A-5" – GMP No. 2 – List of Allowances

**Exhibit "A"**
**Construction Manager's GMP No. 2 Proposal**

# GMP #2 BUDGET

# Exhibit A-1 - COST SUMMARY

**College Station - Fire Station #7 - 95% CD's GMP #2 (Onsite)** — **Bid Date:** 04/15/25

***Cost Summary*** — **Project Size:** 20,244

***2981 Greens Prairie Rd, College Station TX***

| Trade Categories | Adj. Total W/ Contingency | % of Contract | | PER SFT |
|---|---|---|---|---|
| GEN REQUIREMENTS | 144,431 | 1.17% | $ | 7.13 |
| EROSION CONTROL / SWPPP / TRAFFIC | 36,211 | 0.29% | $ | 1.79 |
| SITE DEMO & EARTHWORK | 463,297 | 3.75% | $ | 22.89 |
| SITE UTILITIES | 398,222 | 3.22% | $ | 19.67 |
| PAVEMENT MARKINGS | 18,500 | 0.15% | $ | 0.91 |
| LANDSCAPE & IRRIGATION | 180,000 | 1.46% | $ | 8.89 |
| FENCING & GATES | 162,500 | 1.31% | $ | 8.03 |
| TERMITE CONTROL - ALLOWANCE | 5,000 | 0.04% | $ | 0.25 |
| CONCRETE | 985,583 | 7.97% | $ | 48.69 |
| MASONRY | 747,434 | 6.05% | $ | 36.92 |
| STEEL FAB / ERECTION | 970,159 | 7.85% | $ | 47.92 |
| ROUGH CARPENTRY | 70,305 | 0.57% | $ | 3.47 |
| CABINETS & TOPS | 376,756 | 3.05% | $ | 18.61 |
| WEATHERPROOFING / INSULATION | 193,500 | 1.56% | $ | 9.56 |
| ROOFING / GUTTER / SOFFITS / MTL WALL PANELS / AWNINGS | 678,792 | 5.49% | $ | 33.53 |
| DOORS / FRAMES / HRDWR - ALLOWANCE | 225,323 | 1.82% | $ | 11.13 |
| FOUR-FOLD & OVERHEAD DOORS | 462,000 | 3.74% | $ | 22.82 |
| STOREFRONT / GLAZING - ALLOWANCE | 65,000 | 0.53% | $ | 3.21 |
| GYP BOARD ASSEMBLIES | 603,622 | 4.88% | $ | 29.82 |
| FLOORING | 179,062 | 1.45% | $ | 8.85 |
| POLISHED / SEALED CONCRETE | 125,592 | 1.02% | $ | 6.20 |
| PAINT & WALL COVERING | 248,500 | 2.01% | $ | 12.28 |
| SIGNAGE - ALLOWANCE | 50,000 | 0.40% | $ | 2.47 |
| WALL & DOOR PROTECT - ALLOWANCE | 5,000 | 0.04% | $ | 0.25 |
| TOILET ACCS & PARTITION / FEC - ALLOWANCE | 26,500 | 0.21% | $ | 1.31 |
| GEAR LOCKERS | 39,300 | 0.32% | $ | 1.94 |
| FLAGPOLES - ALLOWANCE | 13,500 | 0.11% | $ | 0.67 |
| APPLIANCES & EQUIPMENT | 70,000 | 0.57% | $ | 3.46 |
| INSTALL OFCI ITEMS - ALLOWANCE | 10,000 | 0.08% | $ | 0.49 |
| STAINLESS WALL PANELS | 5,000 | 0.04% | $ | 0.25 |
| WDW TREATMENTS - ALLOWANCE | 10,000 | 0.08% | $ | 0.49 |
| FIRE SPRINKLER | 99,635 | 0.81% | $ | 4.92 |
| PLUMBING | 721,040 | 5.83% | $ | 35.62 |
| HVAC | 682,344 | 5.52% | $ | 33.71 |
| ELECTRICAL | 1,357,500 | 10.98% | $ | 67.06 |
| LIGHTNING PROTECTION | 60,000 | 0.49% | $ | 2.96 |
| FIRE ALARM - ALLOWANCE | 65,000 | 0.53% | $ | 3.21 |
| LOW VOLTAGE - ALLOWANCE | 152,565 | 1.23% | $ | 7.54 |
| | | | | |
| General Conditions | 666,615 | 5.39% | $ | 32.93 |
| Insurance | 83,807 | 0.68% | $ | 4.14 |
| Builder's Risk | 16,321 | 0.13% | $ | 0.81 |
| Bond | 96,368 | 0.78% | $ | 4.76 |
| | | | | |
| **SUBTOTAL** | **$11,570,282** | | **$** | **571.54** |
| **Contingency** | ***$347,108*** | **3.00%** | | |
| ***CM FEE*** | ***$446,902*** | ***3.75%*** | FEE per Contract | |
| **TOTAL - GMP #2** | **$12,364,293** | | **$** | **610.76** |

City of College Station
Fire Station #7
College Station, Texas

## EXHIBIT A-2 - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

| Sheet #: | Sheet Name | PLANS | Plan Date | Stamp Date |
|---|---|---|---|---|
| | | **GENERAL INFORMATION** | | |
| G-000 | Cover | | 1/31/2025 | N/A |
| G-001 | Location and Area Maps | | 1/31/2025 | N/A |
| G-101 | Code Summary Fire Exiting and Separation | | 1/31/2025 | N/A |
| G-102 | Code Summary Fire Exiting and Separation | | 1/31/2025 | N/A |
| G-201 | General Requirements | | 1/31/2025 | N/A |
| G-301 | Site Code Analysis | | 1/31/2025 | N/A |
| G-501 | UL Assemblies | | 1/31/2025 | N/A |
| | | **CIVIL** | | |
| C0.0 | Cover | | 1/31/2025 | 1/31/2025 |
| C0.1 | General Notes | | 1/31/2025 | 1/31/2025 |
| C1.0 | City Site Plan | | 1/31/2025 | 1/31/2025 |
| C2.0 | Demolition Plan | | 1/31/2025 | 1/31/2025 |
| C3.0 | Paving and Dimension Control Plan | | 1/31/2025 | 1/31/2025 |
| C3.1 | Striping Plan | | 1/31/2025 | 1/31/2025 |
| C4.0 | Erosion Control Plan | | 1/31/2025 | 1/31/2025 |
| C5.0 | Existing Drainage Area Plan | | 1/31/2025 | 1/31/2025 |
| C5.1 | Proposed Drainage Area Map | | 1/31/2025 | 1/31/2025 |
| C6.0 | Grading Plan | | 1/31/2025 | 1/31/2025 |
| C7.0 | Storm Plan | | 1/31/2025 | 1/31/2025 |
| C7.1 | Storm Calculations | | 1/31/2025 | 1/31/2025 |
| C7.2 | Detention Pond Plan | | 1/31/2025 | 1/31/2025 |
| C8.0 | Utility Plan | | 1/31/2025 | 1/31/2025 |
| C8.1 | Private Waterline Profiles | | 1/31/2025 | 1/31/2025 |
| C9.0 | General Details (1 of 2) | | 1/31/2025 | 1/31/2025 |
| C9.1 | General Details (2 of 2) | | 1/31/2025 | 1/31/2025 |
| C9.2 | Paving Details (1 of 4) | | 1/31/2025 | 1/31/2025 |
| C9.3 | Paving Details (2 of 4) | | 1/31/2025 | 1/31/2025 |
| C9.4 | Paving Details (3 of 4) | | 1/31/2025 | 1/31/2025 |
| C9.5 | Paving Details (4 of 4) | | 1/31/2025 | 1/31/2025 |
| C9.6 | Paving Details | | 1/31/2025 | 1/31/2025 |
| C9.7 | Erosion Control Details | | 1/31/2025 | 1/31/2025 |
| C9.8 | Utility Details (1 of 2) | | 1/31/2025 | 1/31/2025 |
| C9.9 | Utility Details (2 of 2) | | 1/31/2025 | 1/31/2025 |
| C9.10 | Grinder Pump Stations Details | | 1/31/2025 | 11/26/2024 |
| | | **LANDSCAPE** | | |
| LP-1 | Planting Plan | | 1/31/2025 | 1/29/2025 |
| LP-2 | Planting Details & Specs | | 1/31/2025 | 1/29/2025 |
| TD-1 | Tree Conservation Plan | | 1/31/2025 | 1/29/2025 |
| TD-2 | Tree Conservation Spec & Details | | 1/31/2025 | 1/29/2025 |

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## EXHIBIT A-2 - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

| Sheet #: | Sheet Name | PLANS | Plan Date | Stamp Date |
|---|---|---|---|---|
| | | **ARCHITECTURAL** | | |
| AS-100 | Site Plan | | 1/31/2025 | N/A |
| AS-201 | Site Details | | 1/31/2025 | N/A |
| AS-202 | Site Details | | 1/31/2025 | N/A |
| A-101 | Floor Plan - Level 1 | | 1/31/2025 | N/A |
| A-102 | Floor Plan - Mezzanine | | 1/31/2025 | N/A |
| A-111 | FF&E | | 1/31/2025 | N/A |
| A-131 | Dimension Floor Plan - Level 1 | | 1/31/2025 | N/A |
| A-132 | Dimension Floor Plan - Mezzanine | | 1/31/2025 | N/A |
| A-141 | Partition Type Floor Plan - Level 1 | | 1/31/2025 | N/A |
| A-151 | Reflected Ceiling Plan - Level 1 | | 1/31/2025 | N/A |
| A-152 | Reflected Ceiling Plan - Mezzanine | | 1/31/2025 | N/A |
| A-161 | Enlarged Reflected Ceiling Plans | | 1/31/2025 | N/A |
| A-171 | Roof Plan | | 1/31/2025 | N/A |
| A-201 | Exterior Elevations | | 1/31/2025 | N/A |
| A-221 | Interior Elevations Training | | 1/31/2025 | N/A |
| A-222 | Interior Elevations Administrative | | 1/31/2025 | N/A |
| A-223 | Interior Elevations Living | | 1/31/2025 | N/A |
| A-224 | Interior Elevations Dormitory | | 1/31/2025 | N/A |
| A-225 | Interior Elevations Utilities | | 1/31/2025 | N/A |
| A-226 | Interior Elevations Support Bay & Patio | | 1/31/2025 | N/A |
| A-227 | Interior Elevations Apparatus Bay | | 1/31/2025 | N/A |
| A-228 | Interior Elevations Apparatus Bay | | 1/31/2025 | N/A |
| A-301 | Building Sections | | 1/31/2025 | N/A |
| A-302 | Building Sections | | 1/31/2025 | N/A |
| A-303 | Building Sections | | 1/31/2025 | N/A |
| A-304 | Building Sections | | 1/31/2025 | N/A |
| A-311 | Wall Sections | | 1/31/2025 | N/A |
| A-312 | Wall Sections | | 1/31/2025 | N/A |
| A-313 | Wall Sections | | 1/31/2025 | N/A |
| A-401 | Enlarged Floor Plans Kitchen | | 1/31/2025 | N/A |
| A-402 | Enlarged Floor Plans Utility | | 1/31/2025 | N/A |
| A-403 | Enlarged Floor Plans Seated | | 1/31/2025 | N/A |
| A-404 | Enlarged Floor Plans Living | | 1/31/2025 | N/A |
| A-405 | Enlarged Floor Plans Living | | 1/31/2025 | N/A |
| A-411 | Stair and Elevator Plans and Sections | | 1/31/2025 | N/A |
| A-501 | Exterior Details - Plan Details | | 1/31/2025 | N/A |
| A-511 | Exterior Details - Section Details | | 1/31/2025 | N/A |
| A-521 | Exterior Details - Door, Window & Louver Details | | 1/31/2025 | N/A |
| A-551 | Interior Details - Millwork Details | | 1/31/2025 | N/A |
| A-552 | Interior Details - Millwork Details | | 1/31/2025 | N/A |
| A-561 | Interior Details - Door & Window Details | | 1/31/2025 | N/A |
| A-601 | Door, Window & Louver Schedules | | 1/31/2025 | N/A |
| A-701 | Finish Plan - Level 1 | | 1/31/2025 | N/A |
| A-702 | Material Legend | | 1/31/2025 | N/A |

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| Sheet #: | Sheet Name | PLANS | Plan Date | Stamp Date |
|---|---|---|---|---|
| | | **ARCHITECTURAL (CONT.)** | | |
| A-703 | Material Legend | | 1/31/2025 | N/A |
| A-800 | Signage Site Plan | | 1/31/2025 | N/A |
| A-801 | Signage Floor Plan - Level 1 and Mezzanine | | 1/31/2025 | N/A |
| A-901 | Site overlay Analysis | | 1/31/2025 | N/A |
| A-903 | 3D Presentations and Isometrics | | 1/31/2025 | N/A |
| A-904 | 3D Presentations and Isometrics | | 1/31/2025 | N/A |
| A-906 | 3D Presentations and Isometrics | | 1/31/2025 | N/A |
| A-907 | 3D Presentations and Isometrics | | 1/31/2025 | N/A |
| A-908 | 3D Presentations and Isometrics | | 1/31/2025 | N/A |
| | | **STRUCTURAL** | | |
| S101 | General Notes | | 1/31/2025 | 1/31/2025 |
| S102 | General Notes | | 1/31/2025 | 1/31/2025 |
| S103 | Abbreviations, Symbols, and Sheet Index | | 1/31/2025 | 1/31/2025 |
| S200A | 3D Conceptual | | 1/31/2025 | 1/31/2025 |
| S200B | 3D Conceptual | | 1/31/2025 | 1/31/2025 |
| S201 | Foundation Plan | | 1/31/2025 | 1/31/2025 |
| S202 | Mezzanine Framing Plan | | 1/31/2025 | 1/31/2025 |
| S203 | Roof Framing Plan | | 1/31/2025 | 1/31/2025 |
| S301 | Foundation Details | | 1/31/2025 | 1/31/2025 |
| S302 | Foundation Details | | 1/31/2025 | 1/31/2025 |
| S303 | Foundation Details | | 1/31/2025 | 1/31/2025 |
| S304 | Site Foundation Details | | 1/31/2025 | 1/31/2025 |
| S401 | Typical Steel Framing Details | | 1/31/2025 | 1/31/2025 |
| S402 | Typical Steel Framing Details | | 1/31/2025 | 1/31/2025 |
| S501 | Typical Steel Framing Details | | 1/31/2025 | 1/31/2025 |
| S502 | Typical Steel Framing Details | | 1/31/2025 | 1/31/2025 |
| S601 | Typical CMU Wall Details | | 1/31/2025 | 1/31/2025 |
| S602 | Typical CMU Wall Details | | 1/31/2025 | 1/31/2025 |
| S603 | Typical Roof Framing Details | | 1/31/2025 | 1/31/2025 |
| S701 | Typical CMU Wall Details | | 1/31/2025 | 1/31/2025 |
| S702 | Typical CMU Wall Details | | 1/31/2025 | 1/31/2025 |
| S801 | Brace Elevation | | 1/31/2025 | 1/31/2025 |
| S901 | Truss Elevation and Details | | 1/31/2025 | 1/31/2025 |
| | | **MECHANICAL** | | |
| M-501 | Mechanical Schedules | | 1/31/2025 | 1/31/2025 |
| M-502 | Mechanical Schedules | | 1/31/2025 | 1/31/2025 |
| M-601 | Mechanical Details | | 1/31/2025 | 1/31/2025 |
| MEP201 | MEP Site Plan | | 1/31/2025 | 1/31/2025 |
| M-001 | Mechanical Symbols Legend | | 1/31/2025 | 1/31/2025 |
| M-201 | Mechanical Plan - Level 1 | | 1/31/2025 | 1/31/2025 |
| M-202 | Mechanical - Mezzanine | | 1/31/2025 | 1/31/2025 |

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## EXHIBIT A-2 - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

| Sheet #: | Sheet Name | PLANS | Plan Date | Stamp Date |
|---|---|---|---|---|
| | | **ELECTRICAL** | | |
| E-001 | Electrical Symbols Legend | | 1/31/2025 | 1/31/2025 |
| E-101 | Lighting Plan - Level 1 | | 1/31/2025 | 1/31/2025 |
| E-102 | Lighting Plan - Mezzanine | | 1/31/2025 | 1/31/2025 |
| E-201 | Power Plan - Level 1 | | 1/31/2025 | 1/31/2025 |
| E-202 | Power Plan - Mezzanine | | 1/31/2025 | 1/31/2025 |
| E-401 | Electrical One-Line Diagram | | 1/31/2025 | 1/31/2025 |
| E-501 | Lighting Schedules | | 1/31/2025 | 1/31/2025 |
| E-502 | Electrical Panel Schedules | | 1/31/2025 | 1/31/2025 |
| E-601 | Electrical Details | | 1/31/2025 | 1/31/2025 |
| E-602 | Electrical Details | | 1/31/2025 | 1/31/2025 |
| | | **PLUMBING** | | |
| P-001 | Plumbing Symbols Legend | | 1/31/2025 | 1/31/2025 |
| P-201 | Plumbing Plan - Level 1 | | 1/31/2025 | 1/31/2025 |
| P-202 | Plumbing Plan - Mezzanine | | 1/31/2025 | 1/31/2025 |
| P-501 | Plumbing Schedules and Notes | | 1/31/2025 | 1/31/2025 |
| P-601 | Plumbing Details | | 1/31/2025 | 1/31/2025 |
| P-602 | Plumbing Details | | 1/31/2025 | 1/31/2025 |
| | | **SECURITY / TECHNOLOGY** | | |
| T000 | Technology Symbols & Legend | | 1/31/2025 | 1/31/2025 |
| T100 | Technology Site Plan | | 1/31/2025 | 1/31/2025 |
| T101 | Technology Overall Composite Plan - Level 1 | | 1/31/2025 | 1/31/2025 |
| T101A | Technology Overall Floor Plan - Level 1 | | 1/31/2025 | 1/31/2025 |
| T300 | Technology Enlarged Views and Elevations | | 1/31/2025 | 1/31/2025 |
| T400 | Technology Details | | 1/31/2025 | 1/31/2025 |
| T401 | Technology Details | | 1/31/2025 | 1/31/2025 |
| T402 | Technology Details | | 1/31/2025 | 1/31/2025 |
| TA000 | Audiovisual Symbols & Legend | | 1/31/2025 | 1/31/2025 |
| TA101A | Audiovisual Overall Floor Plan - Level 1 | | 1/31/2025 | 1/31/2025 |
| TA200 | Audiovisual Overall Reflected Ceiling Plan - Level 1 | | 1/31/2025 | 1/31/2025 |
| TA300 | Audiovisual Enlarged Rooms and Elevations | | 1/31/2025 | 1/31/2025 |
| TA400 | Audiovisual Details | | 1/31/2025 | 1/31/2025 |
| TS000 | Security Symbols & Legend | | 1/31/2025 | 1/31/2025 |
| TS100 | Security Site Plan | | 1/31/2025 | 1/31/2025 |
| TS101A | Security Overall Floor Plan - Level 1 | | 1/31/2025 | 1/31/2025 |
| TS400 | Security Details | | 1/31/2025 | 1/31/2025 |
| TS500 | Security Schedules | | 1/31/2025 | 1/31/2025 |

**END LIST OF PLANS**

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## EXHIBIT A-2 - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

### SPECIFICATIONS

| SPEC # | DESCRIPTION | DATE |
|---|---|---|
| **DIVISION 00** | **PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP** | |
| 00 01 01 | Title Page | 2/3/2025 |
| 00 01 10 | Table of Contents | 2/3/2025 |
| 00 31 32 | Geotechnical Data | 2/3/2025 |
| 00 73 00 | Supplementary Conditions | 2/3/2025 |
| 00 73 43 | Prevailing Wage Rates | 2/3/2025 |
| **DIVISION 01** | **GENERAL REQUIREMENTS** | |
| 01 55 13 | Temporary Facilities and Controls | 2/3/2025 |
| 01 55 13.10 | Stabilized Construction Exit | 2/3/2025 |
| 01 55 26 | Stabilized Construction Access | 2/3/2025 |
| 01 57 00 | Traffic Control | 2/3/2025 |
| 01 57 10 | Source Controls | 2/3/2025 |
| 01 57 13 | TPDES Requirements | 2/3/2025 |
| 01 57 19 | Filter Fabric Fence | 2/3/2025 |
| 01 57 23 | Ground Control Surface Water | 2/3/2025 |
| 01 60 00 | Temporary Storm Water Pollution Control | 2/3/2025 |
| 01 72 00 | Materials and Equipment | 2/3/2025 |
| 01 73 29 | Common Execution Requirements | 2/3/2025 |
| 01 74 16 | Cutting and Patching | 2/3/2025 |
| 01 74 19 | Site Maintenance | 2/3/2025 |
| 01 79 00 | Demonstration and Training | 2/3/2025 |
| **DIVISION 02** | **EXISTING CONDITIONS** | |
| 02 41 13 | Removal of Ex. Concrete | 2/3/2025 |
| 02 41 13.13 | Removal of Ex. Concrete | 2/3/2025 |
| **DIVISION 03** | **CONCRETE** | |
| 03 10 00 | Concrete Forming and Accessories | 2/3/2025 |
| 03 30 00 | Cast-In-Place Concrete | 2/3/2025 |
| 03 66 00 | Special Concrete Floor Finishes | 2/3/2025 |
| 03 66 00.1 | Special Concrete Floor Finishes Form | 2/3/2025 |

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### SPECIFICATIONS

| SPEC # | DESCRIPTION | DATE |
|---|---|---|
| **DIVISION 04** | **MASONRY** | |
| 04 20 00 | Unit Masonry | 2/3/2025 |
| 04 72 00 | Cast Stone Unit Masonry | 2/3/2025 |
| **DIVISION 05** | **METALS** | |
| 05 12 00 | Structural Steel | 2/3/2025 |
| 05 21 00 | Steel Joist Framing | 2/3/2025 |
| 05 31 00 | Steel Decking | 2/3/2025 |
| 05 40 00 | Cold-Formed Metal Framing | 2/3/2025 |
| 05 50 00 | Metal Fabrications | 2/3/2025 |
| 05 51 33 | Metal Wall Ladders | 2/3/2025 |
| **DIVISION 06** | **WOOD, PLASTICS, AND COMPOSITES** | |
| 06 10 00 | Rough Carpentry | 2/3/2025 |
| 06 10 53 | Misc. Rough Carpentry | 2/3/2025 |
| 06 13 00 | Heavy Timber Construction | 2/3/2025 |
| 06 16 00 | Sheathing | 2/3/2025 |
| 06 40 10 | Interior Architectural Millwork | 2/3/2025 |
| 06 41 16 | Plastic Laminate Clad Architectural Casework | 2/3/2025 |
| **DIVISION 07** | **THERMAL AND MOISTURE PROTECTION** | |
| 07 11 13 | Bituminous Dampproofing | 2/3/2025 |
| 07 13 26 | Self Adhering Sheet Membrane Waterproofing | 2/3/2025 |
| 07 18 20 | penetrating Floor Sealer | 2/3/2025 |
| 07 21 00 | Thermal Insulation | 2/3/2025 |
| 07 25 00 | Weather Barrier | 2/3/2025 |
| 07 26 00 | Under Slab Vapor Barrier | 2/3/2025 |
| 07 26 16 | Below Grade Vapor Retarder | 2/3/2025 |
| **DIVISION 07** | **THERMAL AND MOISTURE PROTECTION (CONT.)** | |
| 07 41 13 | Metal Roof Panels - Berridge | 2/3/2025 |
| 07 42 13.13 | Formed Metal Wall Panels - MBCI | 2/3/2025 |
| 07 42 93 | Berridge Soffit Panels | 2/3/2025 |
| 07 62 00 | Sheet Metal Flashing Trim | 2/3/2025 |
| 07 71 23 | Manufactured Gutter and Downspouts | 2/3/2025 |
| 07 84 13 | Firestopping | 2/3/2025 |
| 07 92 00 | Joint Sealants | 2/3/2025 |
| **DIVISION 08** | **OPENINGS** | |
| 08 11 13 | Hollow Metal Doors and Frames | 2/3/2025 |
| 08 12 10 | Interior Aluminum Storefront System | 2/3/2025 |
| 08 14 23 | Plastic-Laminate-Faced Wood Doors | 2/3/2025 |
| 08 31 13 | Access Doors | 2/3/2025 |
| 08 33 23 | Overhead Coiling Doors | 2/3/2025 |
| 08 35 13 | Four Fold Doors | 2/3/2025 |
| 08 41 13 | Aluminum Framed Entrances and Storefronts | 2/3/2025 |

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## EXHIBIT A-2 - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

### SPECIFICATIONS

| SPEC # | DESCRIPTION | DATE |
|---|---|---|
| **DIVISION 08** | **OPENINGS (CONT.)** | |
| 08 71 00 | Door Hardware | 2/3/2025 |
| 08 74 00 | Access Control | 2/3/2025 |
| 08 80 00 | Glazed Systems | 2/3/2025 |
| 08 91 00 | Metal Louvers | 2/3/2025 |
| **DIVISION 09** | **FINISHES** | |
| 09 21 16 | Gypsum Board Assemblies | 2/3/2025 |
| 09 22 16 | Non Structural Metal Framing | 2/3/2025 |
| 09 30 13 | Ceramic Tile | 2/3/2025 |
| 09 51 00 | Acoustical Ceiling | 2/3/2025 |
| 09 65 00 | Resilient Flooring | 2/3/2025 |
| 09 65 13 | Resilient Base and Accessories | 2/3/2025 |
| 09 65 19 | Resilient Tile Flooring | 2/3/2025 |
| 09 68 13 | Tile Carpeting | 2/3/2025 |
| 09 91 00 | Painting | 2/3/2025 |
| 09 93 00 | Concrete Staining | 2/3/2025 |
| **DIVISION 010** | **SPECIALTIES** | |
| 10 11 00 | Marker Boards | 2/3/2025 |
| 10 12 00 | Display Case | 2/3/2025 |
| 10 14 00 | Signage & Graphics | 2/3/2025 |
| 10 26 00 | Wall Door Protection | 2/3/2025 |
| 10 28 13 | Toilet Accessories | 2/3/2025 |
| 10 44 00 | Fire Extinguishers and Cabinets | 2/3/2025 |
| 10 44 13 | Fire Protection Cabinets | 2/3/2025 |
| 10 50 30 | Turnout Gear Lockers Wall Mounted | 2/3/2025 |
| 10 73 16 | Aluminum Canopies | 2/3/2025 |
| 10 75 00 | Flagpoles | 2/3/2025 |
| **DIVISION 011** | **EQUIPMENT** | |
| 11 23 00 | Commercial Laundry Equipment | 2/3/2025 |
| 11 30 00 | Residential Appliances | 2/3/2025 |
| 11 52 13 | Projection Screens | 2/3/2025 |
| **DIVISION 012** | **FURNISHINGS** | |
| 12 49 20 | Manual Operated RB 500 Roller Shade | 2/3/2025 |
| **DIVISION 021** | **FIRE SUPPRESSION** | |
| 21 00 00 | Fire Protection | 2/3/2025 |
| 21 05 29 | Hangers and Support for Fire Suppression Piping and Equipment | 2/3/2025 |
| 21 13 13 | Wet Pipe Sprinkler System | 2/3/2025 |
| **DIVISION 022** | **PLUMBING** | |
| 22 02 00 | Basic Materials and Methods | 2/3/2025 |
| 22 05 13 | Common Motor Requirements for Plumbing Equipment | 2/3/2025 |

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| SPEC # | DESCRIPTION | DATE |
|---|---|---|
| **DIVISION 022** | **PLUMBING (CONT.)** | |
| 22 05 16 | Expansion Fittings and Loops for Plumbing Piping | 2/3/2025 |
| 22 05 29 | Hangers and Support for Plumbing | 2/3/2025 |
| 22 05 48 | Vibration and Seismic Controls for Plumbing Piping | 2/3/2025 |
| 22 05 53 | Identification for Plumbing Piping and Equipment | 2/3/2025 |
| 22 07 16 | Plumbing Equipment Insulation | 2/3/2025 |
| 22 07 19 | Plumbing Piping Insulation | 2/3/2025 |
| 22 10 00 | Plumbing Piping Insulation | 2/3/2025 |
| 22 11 19 | Plumbing Specialties | 2/3/2025 |
| 22 11 21 | Natural Gas Piping System | 2/3/2025 |
| 22 30 00 | Plumbing Equipment | 2/3/2025 |
| 22 40 00 | Plumbing Fixtures | 2/3/2025 |
| 22 61 00 | Compressed Air Systems | 2/3/2025 |
| **DIVISION 023** | **HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)** | |
| 23 02 00 | Basic Materials and Methods | 2/3/2025 |
| 23 05 13 | Common Motor Requirements for HVAC Equipment | 2/3/2025 |
| 23 05 26 | Variable Frequency Motor Speed Control for HVAC Equipment | 2/3/2025 |
| 23 05 29 | Hangers and Support for Piping and Equipment HVAC | 2/3/2025 |
| 23 05 48 | Vibration and Seismic Controls for HVAC Piping and Equipment | 2/3/2025 |
| 23 05 53 | Identification of HVAC Piping and Equipment | 2/3/2025 |
| 23 05 93 | Testing, Adjusting, and Balancing | 2/3/2025 |
| 23 07 13 | Duct Insulation | 2/3/2025 |
| 23 07 16 | HVAC Equipment Insulation | 2/3/2025 |
| 23 07 19 | HVAC Piping Insulation | 2/3/2025 |
| 23 23 00 | Refrigerant Piping | 2/3/2025 |
| 23 31 13 | Metal Ductwork | 2/3/2025 |
| 23 33 00 | HVAC Fans | 2/3/2025 |
| 23 34 00 | HVLS Propeller Fans | 2/3/2025 |
| 23 34 39 | Air Distribution Devices | 2/3/2025 |
| 23 37 13 | HVAC Gravity Ventilators | 2/3/2025 |
| **DIVISION 023** | **HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) (CONT.)** | |
| 23 37 23 | HVAC Gravity Ventilators | 2/3/2025 |
| 23 41 00 | Air Filters | 2/3/2025 |
| 23 62 13 | Air Cooled Condensing Units | 2/3/2025 |
| 23 74 33 | 100% Outside Air Rooftop Unit with Gas Heat | 2/3/2025 |
| 23 81 26 | Split System Air-Conditioners - Wall Mounted | 2/3/2025 |
| 23 81 29 | Variable Refrigerant Flow HVAC System | 2/3/2025 |
| 23 82 39 | Electric Unit Heaters | 2/3/2025 |
| **DIVISION 026** | **ELECTRICAL** | |
| 26 02 00 | Basic Materials and Methods | 2/3/2025 |
| 26 05 19 | Wire, Cable and Related Materials | 2/3/2025 |
| 26 05 26 | Grounding | 2/3/2025 |
| 26 05 33 | Raceways | 2/3/2025 |

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| SPEC # | DESCRIPTION | DATE |
|---|---|---|
| **DIVISION 026** | **ELECTRICAL (CONT.)** | |
| 26 05 73 | Short Circuit, Coordination Study, Arc Flash Hazard Analysis | 2/3/2025 |
| 26 09 36 | Lighting Controls (Stand-Alone) | 2/3/2025 |
| 26 21 13 | Low Voltage Underground Electrical Power Systems | 2/3/2025 |
| 26 24 16 | Panelboards | 2/3/2025 |
| 26 27 26 | Wiring Device | 2/3/2025 |
| 26 28 13 | Fuses | 2/3/2025 |
| 26 28 16 | Safety and Disconnect Switches | 2/3/2025 |
| 26 29 13 | Motor Starters | 2/3/2025 |
| 26 29 26 | Miscellaneous Electrical Controls and Wiring | 2/3/2025 |
| 26 32 13 16 | Natural Gas Emergency Generating System | 2/3/2025 |
| 26 41 13 13 | Lighting Protection Systems | 2/3/2025 |
| 26 43 13 | Surge Protective Devices (SPD) - Service Entrance | 2/3/2025 |
| 26 43 13 13 | Surge Protective Devices - Standard Interrupting | 2/3/2025 |
| 26 51 19 | Lighting Fixtures - light Emitting Diode (LED) | 2/3/2025 |
| **DIVISION 027** | **COMMUNICATIONS** | |
| 27 00 10 | General Requirements for Communications | 2/3/2025 |
| 27 05 33 | Pathways for Communications Systems | 2/3/2025 |
| 27 05 43 | Underground Pathways for Communications Systems | 2/3/2025 |
| 27 10 00 | Structured Cabling | 2/3/2025 |
| 27 41 16 | Integrated Audiovisual Systems | 2/3/2025 |
| **DIVISION 028** | **ELECTRONIC SAFETY AND SECURITY** | |
| 28 02 00 | Basic Materials and Methods for Safety and Security Systems | 2/3/2025 |
| 28 13 00 | Access Control System | 2/3/2025 |
| 28 23 00 | Video Surveillance System | 2/3/2025 |
| 28 46 00 | Fire Alarm Systems | 2/3/2025 |
| **DIVISION 031** | **EARTHWORK** | |
| 31 23 00 | Excavation and Embankment | 2/3/2025 |
| 31 23 23 53 | Removal of Existing Concrete | 2/3/2025 |
| 31 23 33 | Excavating Trenching and Backfilling | 2/3/2025 |
| **DIVISION 032** | **EXTERIOR IMPROVEMENTS** | |
| 32 11 16 | Subgrade Preparation and Compaction | 2/3/2025 |
| 32 11 29 | Lime Stabilization | 2/3/2025 |
| 32 11 29 02 | Rolling | 2/3/2025 |
| 32 13 00 | Site Concrete | 2/3/2025 |
| 32 13 13 | Concrete Pavement | 2/3/2025 |
| 32 16 13 | Concrete Curb and Gutter | 2/3/2025 |
| 32 16 13 01 | Concrete Sidewalk | 2/3/2025 |
| 32 17 23 | Placement Markings | 2/3/2025 |

**END LIST OF SPECIFICATIONS**

**City of College Station**
**Fire Station #7**
**College Station, Texas**

## EXHIBIT A-2 - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

| ADDENDA | Date |
|---|---|
| None. | - |

**END LIST OF ADDENDA**

**City of College Station**
**Fire Station #7**
**College Station, Texas**

**EXHIBIT A-2 - LIST OF PLANS, SPECIFICATIONS AND ADDENDA**

**GEOTECH REPORT**

| | **Date** |
|---|---|
| Geotechnical Report | 6/3/2024 |

**END LIST OF REPORTS**

***Exhibit A-3 - Inclusion, Exclusion, Assumptions***
***College Station - Fire Station #7 - 95% CD's  GMP #2 (Onsite)***
***2981 Greens Prairie Rd, College Station TX***
**Date:** **04/15/25**

| # | Div. Ref. | Assumptions |
|---|---|---|
| 1 | 0 | Specifications Section 00.72.13 - General Conditions & Section 00.73.00 - Supplementary Conditions are EXCLUDE.  General & Supplementary Conditions shall be per the Contract Agreement |
| 2 | 0 | Independent Testing is by Owner & thereby EXCLUDED |
| 3 | 0 | **Excludes any & all Tarrifs and / or VAT Taxes, current and future** |
| 4 | 1 | **Exclude** any additional Allowances indicated in Section 012100, not specifically indicated on the Cost Summary Page |
| 5 | 1 | **Exclude** any Unit Pricing listed Section 012200 |
| 6 | 1 | Section 012600 - Contract Modification Procedures.  All Modificatios will be per GMP Amendments & Executed City Contract Documents |
| 7 | 1 | **Exclude** Section 012613 - Request for Interpretation.  RFI's will be submitted using LBCC's AutoDesk Build Platform with all parties having approiate level of access |
| 8 | 1 | **Exclude** Section 012900 - Payment Procedures.  Payment Procedures will be in accordance with GMP Amendments & Executed Contract Documents |
| 9 | 1 | **Exclude** Section 013100 - Project Management and Coordination.  This will be in accordance with GMP Amendments & Executed Contract Documents |
| 10 | 1 | **Exclude** Section 013106 - Coordination Drawings .  This will be in accordance with GMP Amendments & Contract Executed Documents submitted using LBCC's Selected Platform |
| 11 | 1 | **Exclude** Section 013119 -Project Meeting.  Project Meetings will be in accordance with GMP Amendments & Executed Contract Documents |
| 12 | 1 | **Exclude** Section 013216 -Construction Progress Schedules.  All Schedules & Scheduling will be in accordance with GMP Amendments & Executed Contract Documents |
| 13 | 1 | Exclude Section 013223 -Survey and Layout Data.  These will be in accordance with GMP Amendments & Executed Contract Documents |
| 14 | 1 | Exclude Section 013300 -Submittal Procedures.  All Submittals will be in accordance with GMP Amendments & Executed Contract Documents  & Platforms (AutoDesk Build).  Requirements for Procore Construction Management Systems is also specifically EXCLUDED |
| 15 | 1 | Exclude Section 013516 -Alteration Project Procedures.  These will be in accordance with GMP Amendments & Executed Contract Documents |
| 16 | 1 | Exclude Section 015000 -Temporary Faclitities and Controls.  These will be in accordance with GMP Amendments & Executed Contract Documents . |
| 17 | 1 | Section 016000 - Materials and Equipment, 2.01 Product Selections, B - Product Selections Procdures: we take execptions to  Proprietary & Semi-proprietary Specification Requirements & any similar restricted product requirments within individual specification sections |
| 18 | 1 | Exclude Section 017700 -Closeout Procedures.  These will be in accordance with GMP Amendments & Executed Contract Documents . |
| 19 | 1 | Exclude Section 017823 -Operation and Maintenance Data.  These will be in accordance with GMP Amendments & Executed Contract Documents . |
| 20 | 1 | **Exclude** Section 019113 -General Commissioning Requirements.  By Owner, if necessary |
| 21 | 3 | In-set Pavers in slab to be standard size (8"x4"x2.25") - NOT 1vf max indicated in Det 8/S-302 |
| 22 | 3 | Grade Beam Foundation per Structural & Geotech - NO Drilled Piers |
| 23 | 3 | Dual Thickness Concrete Paving, per Plans & Geotech - No Asphalt |
| 24 | 5 | **Exclude** any Cementitous Spray-on Fireproofing referenced in Note 17 on S-101 |
| 25 | 5 | **Exclude** any additional Steel Tonnnage Allowance referenced in Note 18 on S-101 |
| 26 | 5 | **Excludes** any AESS surface profile |
| 27 | 7 | Typical Fluid applied Water / Weatherproofing |

| | | |
|---|---|---|
| 28 | 7 | **Excludes** Smoke Testing indicated in General Note C on A-201, as ALL TESTING is by Owner. Sealing of penetrations is still included |
| 29 | 8 | Section 083513 Four Fold Doors - figured as "Door Engineering" Model FF300 |
| 30 | 9 | Moisture Mitigation for flooring is **excluded** |
| 31 | 9 | Floor Finishes based on Floor Finish Plan |
| 32 | 10 | **Excludes** Specification 101200 Display Case, Complete |
| 33 | 10 | Fire Extinguishers, FEC, Knox Box, included |
| 34 | 10 | 2ea Flagpoles figured, per State of Texas requirements |
| 35 | 12 | Specification 124920 NEXD Flexshade & Draper to be consider Equivalent Manufacturers |
| 36 | 21 | Assumes adequate water psi available for fire sprinkler - no fire pump |
| 37 | 21 | Fire Sprinkler figured as a 4" Wet Sprinkler Riser, 4" mains, & 1.5" Branch Lines for an NFPA#13 System. Overhangs & Exterior Canopy Coverage is **EXCLUDED**. |
| 38 | 23 | Test and Balance included by Mechanical Contractor (no third party) |
| 39 | 23 | Third party Commissioning by Owner if required. (Coordination included) |
| 40 | 23 | **Excludes** DDC Controls (none indicated) |
| 41 | 23 | Air Hawk Air Filtration Units & MagneGrip Vehicle Exhaust Sys are **EXCLUDED** |
| 42 | 26 | **Excludes** transformer, permanent power setup fees, and primary power conduit and wire |
| 43 | 26 | All **Copper Feeder** per One-Line Diagram General Notes |
| 44 | 26 | Lighting Fixtures per Elec Schedule (assumptions as similar level for missing specs) |
| 45 | 26 | Lightning Protection is **INCLUDED** |
| 46 | 26 | Standard back-boxes w/ conduit stub-ups to accessible ceiling w/ pull string for Fire Alarm, Fire Alert, Security & TeleCom, Access Control |
| 47 | 26 | Arc Flash / Coordinatrion as provide by Manufacturer - NO 3rd Party Testing |
| 48 | 27 | Low Voltage is Allowance (Technology, Audiovisual, Security, TeleCom / Data, etc) |
| 49 | 27 | Assumes Access Control by Owner |
| 50 | 28 | Section 284600 - **Assumes** Gamewell FCI 7075 Fire Alarm Panel |
| 51 | 28 | Code Compliant Fire Alarm System w/ Cell Dialer |
| 52 | 31 | Sitework per Geotech Report (4ft Bldg Pad / Lime Stab Surgrade at Paving) |
| 53 | 31 | **Excludes** all unforeseen conditions in exception to Note 19 on G-201 |
| 54 | 31 | **Excludes** all unforeseen adjustments / relocations of any existing utility not clearly indicated / called-out in expection to Overall Notes 16, 17, & 18 on C0.1 |
| 55 | 31 | **Excludes** all unforeseen bracing of any existing utility not clearly indicated / called-out in expection to Overall Notes 20 on C0.1 |
| 56 | 31 | **Excludes** all Design Team cooridnation of Backgrounds / Building Footprints in expection to Overall Notes 31 on C0.1 |
| 57 | 31 | **Excludes** Materials Testing in expection to Overall Notes 33 & 35 and Grading Note 20 & 22 on C0.1. All Testing is by Owner |
| 58 | 31 | Subgrade preparation shall be in acordance with the Geotechnical Report or per Owner requested Clarification. **Excludes** Contractor Costs in expection to Overall Notes 36 And Paving Note 7 on C0.1. All Testing is by Owner |
| 59 | 31 | **Excludes** Materials Testing in expection to Overall Notes 33 & 35 and Grading Note 20 & 22 on C0.1. All Testing is by Owner |
| 60 | 31 | **Excludes** any Fair Housing Act requirements in expection to Paving Note 11 on C0.1 |
| 61 | 31 | **Excludes** any Shoring, Bracing, Swing or Relocations of Utilities not specifically indicated on Plans in expection to Note 4 on C2.0 |
| 62 | 31 | **Includes** any and all Fees from Utility Companies per Note 9 on C2.0 |
| 63 | 31 | **Includes** coordination of Offsite Utilities per Note 14 on AS-100 & AS-201 |
| 64 | 32 | Assumes topsoil suitable for reuse with no soil amendments |
| 65 | 32 | Landscaping & Irrigation carried as Allowance - Onsite Only / No information related to Median Planter Beds provided |
| 66 | 32 | Does not include any tree drainage, this will be an additional cost if required after percolation test |
| 67 | 32 | Perimeter Fencing priced as Ameristar Montage per the Architectural Plans/ Details (slight difference on Civil / called out as Chain-link) - VE Item |
| 68 | 32 | Fencing Walk Gates currently excludes Panic Hardware - not indicated |
| 69 | 33 | Assumes gas line and meter provided by gas company and any associated set up fees paid for by owner |

| | | |
|---|---|---|
| 70 | 33 | **Excludes** Tap, Impact, or Utility Set Up Fees, Utility Meters, Capital Recovery Fees, Maintenance Bonds |
| 71 | 33 | Any utility relocation or manhole/cleanout elevation adjustments not specifically called out are excluded |
| 72 | 33 | Area disturbed by Utility Installation (On & Offsite) figured as Hydro-mulch reveg, unless otherwise indicated in plans |
| 73 | 33 | Specification 333212 -Assumes Gould or other equivalent as Grinder Pump manufacturer |
| 74 | General | Excludes Furnishings, Artwork, Lamps, Rugs, Curtains, Smallwares |
| 75 | General | Permit fees are excluded |
| 76 | General | Excludes LEED or Green Building requirements, certifications, or accredidations |
| 77 | General | Excludes material testing or any third party testing cost |
| 78 | General | Tax is excluded |
| 79 | General | Excludes any ROW permits |
| 80 | General | FM Global requirements are excluded. |
| 81 | General | Assumes engineered traffic control plan to be provided by owner |
| 82 | General | Excludes Abatement, assumes no HazMat in buildings or items to be demolished, no testing included- owner to provide letter certifying no HazMat |
| 83 | General | Excludes remediation of Cave or Karst Features |
| 84 | General | Excludes dewatering |
| 85 | General | Excludes owner allowances or contingencies |
| 86 | General | Excludes any jurisdictional requirements not specifically called out in plans or specifications |
| 87 | General | Excludes certified payroll requirements |
| 88 | General | Proposal is valid for 30 days |
| 89 | General | Excludes cost of subcontractor bonds or subguard (available as an additional cost if requested) |
| 90 | General | Builder's Risk insurance is included |
| 91 | General | Umbrella Insurance Coverage of $10 mil is included (can be raised as an additional cost if requested) |
| 92 | General | Jobsite security is included as temporary perimeter fence and 1 jobsite camera. |

# GMP No. 2 - Exhibit A-4 - Bonds

**Pursuant to Tex. Gov't Code Sec. 2269.258:**

**(a) No Bid Bond Provided** – If the GMP has not yet been determined and the CMAR did not provide an acceptable bid bond, the CMAR shall provide at contract award either **(1)** Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or **(2)** the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

**(b) Bid Bond Provided** – If the GMP has not yet been determined and the CMAR has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City's acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

**Project No.** GG2306

**PERFORMANCE BOND** #EACX4049388

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

**THAT WE,** Lott Brothers Construction Company, Ltd, as Principal, hereinafter called "Contractor" and the other subscriber hereto Endurance Assurance Corporation, a corporation organized and existing under the laws of the State of New York, licensed to do business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas ("City"), a municipal corporation, in the sum of Twelve Million Three Hundred Sixty Four Thousand Two Hundred Ninety Three Dollars and 00/100 ($ 12,364,293.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally pursuant to the obligations and payment of this Performance Bond ("Bond") as follows:

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, the Contractor has on or about this day executed an Agreement (as used herein including the Agreement Documents) in writing with the City of College Station for the following City Project ("Project'):

Fire Station No. 7 GMP No. 2,

with all of the work ("Work") for the Project to be done as set out in full in said Agreement therein referred to and adopted by the City Council of the City of College Station, Texas, all of which documents, as amended, are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

**NOW THEREFORE**, if the Contractor shall faithfully and strictly perform Agreement in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in

accordance with the Agreement Documents described therein, and shall comply strictly with each and every provision of the Agreement, as amended, including all warranties and indemnities therein, and with this Bond, then this Bond obligation shall become null and void and shall have no further force and effect; otherwise this Bond obligation is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatsoever in securing compliance on the part of the Contractor with the terms of the Agreement, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Agreement in the underwriting of this Performance Bond, the Surety hereby waives any notice to the Surety of any default or delay by the Contractor in the performance of the Agreement, and also agrees that the Surety shall be bound to take notice of and shall be held to have knowledge of all conduct, acts, or omissions of the Contractor in all matters pertaining to the Agreement and Project. The Surety understands and agrees that the provision in the Agreement that the City shall retain certain amounts due the Contractor until the expiration of a specified time from the acceptance of the Work of the Project is intended for the City's benefit, and the City shall have the right to pay or withhold such retained amounts or any other amount owing under the Agreement without changing or affecting the liability of the Surety under this Bond in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom. Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 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 statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

**IN WITNESS THEREOF**, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney as required by this Bond.

**CONTRACTOR EXECUTION:**

**ATTEST, SEAL OF CONTRACTOR: (if a corporation)**

**WITNESS: (if not a corporation)**

By: _____

Name: Sarah Hunter

Title: _____

Date: April 15, 2025

**(Name of Contractor)** Lott Brothers Construction Company, Lt

By: _____

Name: Michael White

Title: Lott Brothers Construction Company, Ltd. by Lott Brothers GP, Inc., General Partner by Michael White, Vice President

Date: April 15, 2025

Address of Contractor:

406 North Lee Street, Suite 201, Round Rock, TX 78664

**SURETY EXECUTION:**

**ATTEST, SEAL OF SURETY: (if a corporation)**

**WITNESS: (if not a corporation)**

By: _____

Name: Donnie D. Doan

Title: Director of Surety

Date: April 15, 2025

**(Name of Surety)** Endurance Assurance Corporation

By: _____

Name: Jessica Almaguer

Title: Attorney-in-Fact

Date: April 15, 2025

Address of Surety:

8144 Walnut Hill Lane, 16th Floor, Dallas, TX 75231

**ACCEPTANCE BY CITY:**
**REVIEWED:**

_____

City Attorney's Office
Date: _____

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

_____

City Manager
Date: _____

**Pursuant to Tex. Gov't Code Sec. 2269.258:**

**(a) No Bid Bond Provided** – If the GMP has not yet been determined and the CMAR did not provide an acceptable bid bond, the CMAR shall provide at contract award either **(1)** Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or **(2)** the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

**(b) Bid Bond Provided** – If the GMP has not yet been determined and the CMAR has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City's acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

**Project No.** GG2306

## TEXAS STATUTORY PAYMENT BOND #EACX4049388

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

**THAT WE,** Lott Brothers Construction Company, Ltd, as Principal, hereinafter called "Principal" and the other subscriber hereto Endurance Assurance Corporation, a corporation organized and existing under the laws of the State of New York, licensed to do business in the State of Texas and admitted to write bonds, as Surety, hereinafter called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas ("City"), a municipal corporation, in the sum of Twelve Million Three Hundred Sixty Four Thousand Two Hundred Ninety Three Dollars and 00/100 ($12,364,293.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, pursuant to the obligations and payment of this Texas Statutory Payment Bond ("Bond") as follows:

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** Principal has entered into a certain Agreement ("Agreement" including the Agreement Documents, as amended) in writing with the City of College Station for the following City Project ("Project') dated the 11th day of July, 2024: with all of the work ("Work") for the Project to be done as set out in full in said Agreement, as amended, therein referred to and adopted by the City Council of the City of College Station, Texas, all of which documents are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

**NOW THEREFORE,** the condition of this Bond obligation is such that if Principal shall pay all claimants supplying labor, equipment, and/or material to Principal for the Project, or to a subcontractor for the Project, regarding he performance and prosecution of the Work of the Project provided for in the Agreement, as amended, then, this Bond obligation shall be null and void; otherwise this Bond obligation is to remain in full force and effect.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Chapters 2253, 2254, and 2269 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.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 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 statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this Bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

**IN WITNESS THEREOF**, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney as required by this Bond.

**PRINCIPAL EXECUTION:**

**ATTEST, SEAL OF PRINCIPAL: (if a corporation)**

**WITNESS: (if not a corporation)**

By: _____

Name: Sarah Hunter

Title: _____

Date: April 15, 2025

**(Name of Principal)** Lott Brothers Construction Company, Ltd

By: _____

Name: Michael White

Title: Lott Brothers Construction Company, Ltd.
by Lott Brothers GP, Inc., General Partner
by Michael White, Vice President

Date: April 15, 2025

Address of Principal:

406 North Lee Street, Suite 201, Round Rock, TX 78664

**SURETY EXECUTION:**

**ATTEST, SEAL OF SURETY: (if a corporation)**

**WITNESS: (if not a corporation)**

By: _____

Name: Donnie D. Doan

Title: Director of Surety

Date: April 15, 2025

**(Name of Surety)** Endurance Assurance Corporation

By: _____

Name: Jessica Almaguer

Title: Attorney-in-Fact

Date: April 15, 2025

Address of Surety:

8144 Walnut Hill Lane, 16th Floor, Dallas, TX 75231

**ACCEPTANCE BY CITY:**
**REVIEWED:**

_____

City Attorney's Office
Date: _____

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

_____

City Manager
Date: _____

Contract No. 24300545
CMAR- Construction
Form 6/20/2024

SOMPO INTERNATIONAL
INSURANCE

# POWER OF ATTORNEY

3251

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Ashlie Dooley, Barbara Shamard, Cassie Patton, Christen Tyner, Darrell Blaine Allen, Dawn Davis, Donnie D. Doan, E. Ryan Bowles, Helen Jones, Jessica Almaguer, Mistie Beck, Ryan J. Kinlin, Walter J. DeLaRosa**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

**Endurance Assurance Corporation**
By: **Richard Appel; SVP & Senior Counsel**

**Endurance American Insurance Company**
By: **Richard Appel; SVP & Senior Counsel**

**Lexon Insurance Company**
By: **Richard Appel; SVP & Senior Counsel**

**Bond Safeguard Insurance Company**
By: **Richard Appel; SVP & Senior Counsel**

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

**ACKNOWLEDGEMENT**

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

AMY TAYLOR NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

By:
Amy Taylor, Notary Public – My Commission Expires 3/9/27

## CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this April day of 15, 20 25

By: Daniel S. Lupe, Secretary

## NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

**Any reproductions are void.**

**Surety Claims Submission: LexonClaimAdministration@sompo-intl.com**
**Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870**

# Policyholder Notice

**TEXAS - IMPORTANT NOTICE**

To obtain information or make a complaint:
You may call the company's telephone number for information or to make a complaint at:

**1-877-676-7575**

You may write the Company at:

**Endurance Assurance Corporation**
**Attention: Surety**
**1221 Avenue of the Americas, 18th Floor**
**New York, NY 10020**

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

**1-800-252-3439**

You may write the

Texas Department of Insurance
PO Box 149104
Austin, TX 78714-9104
**FAX#** (512) 490-1007

**Web:** http://www.tdi. texas.gov

**E-mail:** ConsumerProtection@tdi. texas.gov

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

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

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono de la compania para informacion o para someter una queja al:

**1-877-676-7575**

Usted tambien puede escribir a:

**Endurance Assurance Corporation**
**Attention: Surety**
**1221 Avenue of the Americas, 18th Floor**
**New York, NY 10020**

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

**1-800-252-3439**

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
**FAX#** (512) 475-1771

**Web:** http://www.tdi. texas.gov

**E-mail:** ConsumerProtection@tdi. texas.gov

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

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

***Exhibit A-5 - List of Allowances***
***College Station - Fire Station #7 - 95% CD's  GMP #2 (Onsite)***
***2981 Greens Prairie Rd, College Station TX***
**Date:** **4/15/2025**

| # | Allowance Item Description | Amount |
|---|---|---|
| 1 | Termite Control | $ 5,000 |
| 2 | Wooden Accent Walls (per Finish Schedule Note = $20/SF) | $ 10,730 |
| 3 | Door, Frames, Hardware | $ 225,323 |
| 4 | Storefront / Glass / Glazing | $ 65,000 |
| 5 | Signage (Building & Site) | $ 50,000 |
| 6 | Wall & Door Protection | $ 5,000 |
| 7 | Toilet Accessories / Fire Extinguisher & Cabinets / Knox Box | $ 26,500 |
| 8 | Flag & Flagpoles | $ 13,500 |
| 9 | Install OFCI Items | $ 10,000 |
| 10 | Window Treatment | $ 10,000 |
| 11 | Fire Alarm | $ 65,000 |
| 12 | Low Voltage Systems | $ 152,565 |
| 13 | Utilities Company Fees & montly usage costs (gas, water, electric) | $ 25,000 |
| | | |
| | | |

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 $18,000,000, 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 24th DAY OF April, 2025.

_____
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:

**Fire Station #7 ($18,000,000)**
The project involves the land acquisition, design, and construction of a new Fire Station located at 2981 Greens Prairie Road. Fire Station No.7 will be designed as a four-bay fire station that is equipped with a fire engine, ambulance, and command vehicle. The station will have a community room available for use by the public. The station will be approximately 19,400 square feet and will require approximately 4 acres of land. Fire Station No.7 is strategically located to improve response capabilities to the Wellborn and southern portions of the city limits.

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 A.

**April 24, 2025**
**Item No. 9.2.**
**Baseball Field Design Committee**

**Sponsor:** Kelsey Heiden

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a resolution creating a Baseball Field Design Committee.

**Relationship to Strategic Goals:**
Good Government

**Recommendation(s):** Staff Reccomneds Approval.

**Summary:** This item for City Council's consideration is a resolution establishing a Baseball Field Design Committee to guide the design of three new baseball fields at Veterans Park and Athletic Complex. This committee will provide direction throughout the design process of these fields, which will serve local youth leagues and support sport tourism efforts. The formation of this committee demonstrates the City Council's commitment to robust public engagement and transparency throughout the planning process. The committee will operate as needed until the baseball field designs are approved and adopted by City Council.

The committee may consist of up to eight (8) local community members from the following entities:
2 Parks and Recreation Advisory Board Members,
1 Representative from each of the following:
College Station Little League, Texas Twelve Baseball, and Brazos Valley Bucks,
1 Local Subject-Matter Expert,
1 College Station Independent School District Representative, and
1 Private School Community Representative.

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

**Attachments:**
1. Baseball Design Com Resolution

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CREATING A BASEBALL FIELD DESIGN COMMITTEE TO PROVIDE GUIDANCE AND RECOMMENDATIONS TO THE CITY FOR BASEBALL FIELDS AT VETERANS PARK AND ATHLETIC COMPLEX.**

**WHEREAS**, the City Council approved a design contract on December 11, 2024, with Pendulum Studio to design three new baseball fields at Veterans Park and Athletic Complex (Veterans Park) creating three additional baseball fields for local youth leagues and to support sport tourism efforts; and

**WHEREAS,** the City Council desires to have a Baseball Field Design Committee to give the City guidance, support, and direction in the design of the future baseball fields at Veterans Park; and

**WHEREAS**, the City Council believes that robust public engagement results in a stronger and more transparent process; and

**WHEREAS**, the Baseball Design Committee will work closely with City staff throughout the baseball field at Veterans Park design process until the design plans are approved and adopted by the City Council; now, therefore,

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

**PART 1:** That the City Council of the City of College Station shall create a Baseball Field Design Committee (Committee).

**PART 2:** That the Committee may consist of up to eight (8) local community members from the following entities:

**a.** 2 Parks and Recreation Advisory Board Members,

**b.** 1 Representative from each of the following:

**i.** College Station Little League,
**ii.** Texas Twelve Baseball,
**iii.** Brazos Valley Bucks,

**c.** 1 Local Subject-Matter Expert,

**d.** 1 College Station Independent School District Representative, and

**e.** 1 Private School Community Representative.

**PART 3:** That the City Council of the City of College Station gives the Committee the following charge: "Provide guidance, support, advice, and recommendations for the design for baseball fields at Veterans Park."

**PART 4:** That the City Council delegates authority to the City Manager or his designee to appoint, remove, and fill vacancies for all Committee members.

**PART 5:** That the Committee will serve as needed and will dissolve after the baseball fields at Veterans Park design is approved and adopted by the City Council.

**PART 6:** 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**

**April 24, 2025**
**Item No. 9.3.**
**Recreation Center Planning Committee**

**Sponsor:** Kelsey Heiden

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a resolution creating a Recreation Center Planning Committee.

**Relationship to Strategic Goals:**
Good Government

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

**Summary:** This item for City Council's consideration is a resolution establishing a Recreation Center Planning Committee to guide phase two of the Recreation Center Feasibility Study. The committee will provide feedback regarding facility design, space program options, potential site selection, and operations pro forma development. The formation of this steering committee demonstrates the City Council's commitment to robust public engagement and transparency throughout the planning process.

The committee will operate as needed, serving until either the completion of the Recreation Center Feasibility Study or, should City Council proceed with the project, until City Council approves and adopts the final design for a potential recreation center.

The proposed committee will consist of 11 members representing various stakeholders:
2 Parks and Recreation Advisory Board members
4 at-large community members (application process and selection by City Council)
1 Senior Advisory Group member
1 Baylor Scott and White representative
1 Texas A&M Student Recreation Center representative
2 College Station Independent School District representatives

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

**Attachments:**
1. Rec Center Com Resolution

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CREATING A RECREATION CENTER PLANNING COMMITTEE TO PROVIDE GUIDANCE AND RECOMMENDATIONS TO THE CITY FOR A RECREATION CENTER.**

**WHEREAS**, the City Council approved phase two of the Recreation Center Feasibility Study contract on August 22, 2024, with Brinkley Sargent Wiginton Architects study the feasibility of a City recreation center; and

**WHEREAS,** the City Council desires to have a Recreation Center Planning Committee (Committee) to give the City guidance, support, and direction regarding facility design, space program options, potential sites and operations proforma in phase two of the feasibility study; and

**WHEREAS**, the City Council believes that robust public engagement results in a stronger and more transparent process; and

**WHEREAS**, the Committee will work closely with City staff throughout the recreation center feasibility study plans are approved and adopted by the City Council; now, therefore,

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

**PART 1:** That the City Council of the City of College Station shall create a Recreation Center Planning Committee (Committee).

**PART 2:** That the Committee may consist of up to eleven (11) local community members from the following entities:

**a.** 2 Parks and Recreation Advisory Board Members,

**b.** 4 Community Members,

**c.** 1 Senior Advisory Group Member,

**d.** 1 Baylor Scott and White Representative,

**e.** 1 Texas A&M Student Recreation Center Representative, and

**f.** 2 College Station Independent School District Representatives.

**PART 3:** That the City Council of the City of College Station gives the Committee the following charge: "Provide guidance, support, advice, and recommendations regarding facility design, space program options, potential sites and operations proforma in phase two of the recreation center feasibility study."

**PART 4:** That the City Council delegates authority to the City Manager or his designee to appoint, remove, and fill vacancies for all Committee members.

**PART 5:** That the Committee will serve as needed and will dissolve after completion of the Recreation Center Feasibility Study or the design is approved and adopted by the City Council.

**PART 6:** 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**

**April 24, 2025**
**Item No. 10.1.**
**Items of Community Interest and Council Calendar**

**Sponsor:** City Council

**Reviewed By CBC:** City Council

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

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** None.

**Summary:** A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of April 25th thru May 8th:
April 25 - Household Hazardous Waste Collection Event
April 25 - 2025 Starlight Music Series | Jason Boland & The Stragglers
April 27 - Brazos Valley Symphony Orchestra Season Finale | Classical Mystery Tour: A Tribute to The Beatles
April 28 - Architectural Advisory Committee Meeting
April 28 - Citizens University Graduation
April 29 - Fire Station No. 7 Groundbreaking Ceremony
April 29 - Northgate Small Area Plan Committee
April 29 - Council Budget and Finance Committee Meeting
April 29 - Appreciation Dinner in honor of City Volunteers
April 30 - Every Victim, Every Time Legacy Lunch 2025
April 30 - Tourism Committee
May 1 - TML Legislative Update 4
May 1 - Council Legislative Engagement Committee Meeting
May 1 - Planning & Zoning Commission Meeting
May 2 - Bubba's 33 - College Station, TX Pre-Game Event
May 3 - Cycle with Council
May 3 - Brazos Valley Symphony Society - Debry Day 2025
May 4 - Bubba's 33 - College Station, TX Pre-Game Event
May 5 - Historic Preservation Committee Meeting
May 5 - Ribbon Cutting - George Bush Presidential Library & Museum

May 6 - Salvation Army 14th Annual "Doing the Most Good Luncheon"
May 6 - Council Transportation Committee Meeting
May 6 - Zoning Board of Adjustments
May 7 - Legislative Affairs Committee Meeting
May 7 - Economic Development Committee Meeting
May 7 - Construction Board of Adjustment Meeting (Tentative)
May 8 - Rock Prairie Management District No. 2 Meeting
May 8 - Council Meeting Day

**Budget & Financial Summary:** None.

**Attachments:**
None

**April 24, 2025**
**Item No. 11.1.**
**Council Reports on Committees, Boards, and Commissions**

**Sponsor:** City Council

**Reviewed By CBC:** City Council

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

**Relationship to Strategic Goals:**
Good Governance

**Recommendation(s):** Review meetings attended.

**Summary:** Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

**Budget & Financial Summary:** None.

**Attachments:**
None