



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#

May 8, 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.
- d. Legal advice related to the Midtown Development and Rock Prairie MMD No. 2.
- e. Legal advice regarding the process to acquire property needed for the TXDOT State Highway 6 Widening Project.

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. Council Self Evaluation

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

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

a. Power Supply

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

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

a. Economic Development agreement for a development generally located in 3100 block of Harvey Road.

b. Economic development agreement for a development generally located at the intersection of FM 2154 and High Prairie Road in the City's ETJ.

c. Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.

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 proclaiming College Station as a "Tourism Friendly City."

Sponsors: Jeremiah Cook

- Attachments: 1. 25 Tourism Friendly City
- 5.2. Presentation proclaiming the week of May 11-17, 2025 as "Economic Development Week."
Sponsors: Michael Ostrowski
Attachments: 1. 25 Economic Development Week
- 5.3. Presentation proclaiming the week of May 12-17, 2025 as "Salvation Army Week."
Sponsors: Tanya Smith
Attachments: 1. 25 Salvation Army Week

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 24, 2025 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM042425 DRAFT Minutes
- 7.2. Presentation, discussion, and possible action on a contract with Jaco Roofing & Construction, Inc. in the amount of \$146,970 for the roof replacement at 1207 Texas Avenue.
Sponsors: Jennifer Cain
Attachments: 1. 1207 Texas Avenue Roof Repair Vendor Signed Contract
 2. 1207 Texas Ave Location Map
- 7.3. Presentation, discussion, and possible action on a Professional Services Contract with Freese and Nichols, Inc (FNI). in the amount of \$1,116,334, for the design and construction administration for the Alum Creek Trunkline Project.
Sponsors: Jennifer Cain
Attachments: 1. Alum Creek Trunkline Project Location Map
 2. Alum Creek Trunkline Design Contract_25300427
- 7.4. Presentation, discussion, and possible action regarding a contract with TIP Strategies, Inc., for consultant services related to an update of the City's Economic Development Master Plan in an amount not to exceed \$145,000.
Sponsors: Michael Ostrowski
Attachments: 1. 25300462 TIP Strategies, Inc.

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action regarding an update on the street maintenance program.
Sponsors: Emily Fisher
Attachments: None
- 8.2. Presentation, discussion, and possible action on the history of the Midtown Development and Rock Prairie MMD No. 2 in College Station.

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. Public Hearing, presentation, discussion, and possible action on Budget Amendment 2 amending Ordinance No. 2024-4539 which will amend the budget for the 2024-2025 Fiscal Year in the amount of \$2,375,667.

Sponsors: Mary Ellen Leonard

Attachments: 1. FY25 Budget Amendment #2 Ordinance

9.2. Presentation, discussion, and possible action on a resolution of the City Council of the City of College Station, Texas, determining that a public utility easement containing two parcels, totaling approximately 1.69 acres of land, is needed and needs to be acquired from POM-College Station, LLC, for the construction, operation, and maintenance of a public utility easement, as a part of the utility relocations required by the upcoming widening of State Highway 6 by the Texas Department of Transportation ("TxDOT"); and authorizing the institution of eminent domain proceedings.

Sponsors: Jennifer Cain

Attachments: 1. Map of Easement Area - POM College Station LLC
 2. Resolution_Eminent Domain-POM College Station LLC
 3. Ex. A-POM-College Station - Lot4-AR_Easement Survey
 4. Ex. B-POM-College Station - Lot5-A_Easement Survey

9.3. Presentation, discussion, and possible action regarding an ordinance amending Chapter 18, "Health" of the Code of Ordinance by adding sections relating to public pool inspections.

Sponsors: Ross Brady

Attachments: 1. CH 18 Art IV Pool Ordinance

9.4. Presentation, discussion, and possible action regarding the appointment of Samuel Kerbel (Position No. 4) and Logan Lee (Position No. 5) to the board of directors for Rock Prairie Management District No. 2.

Sponsors: Tanya Smith

Attachments: 1. City of College Station Letter Requesting appointment of Director (RPMD2)
 2. Biographical Sketch - Logan Lee (RPMD 2)
 3. Biographical Sketch - Samuel Kerbel (RPMD 2)

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 May 2, 2025 at 5:00 p.m.



Deputy City Secretary

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

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

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

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

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

May 8, 2025
Item No. 5.1.
Tourism Friendly City Proclamation

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming College Station as a "Tourism Friendly City."

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Diverse Growing Economy

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. 25 Tourism Friendly City



Proclamation

WHEREAS, College Station welcomes visitors from across Texas and beyond, offering a diverse array of attractions, world-class sporting events, rich history and culture, vibrant shopping and dining and premier accommodations; and

WHEREAS, tourism is one of Texas' largest industries and more than 5,600 College Station citizens are employed by the tourism industry and tourism-related money in excess of \$469 million is contributed to the local economy; and

WHEREAS, College Station is a premier destination for meetings, conventions and large sporting events, providing state-of-the-art venues, top-tier hospitality and exceptional service to event organizers and attendees; and

WHEREAS, the city is home to Texas A&M University, a cornerstone of tradition and innovation that attracts students, families and former students further strengthening College Station's appeal as a destination for education, leisure and business; and

WHEREAS, May 4-10, 2025, is designated as National Travel and Tourism Week to recognize travel and tourism's tremendous social, economic and cultural impact on our nation, state, region and local community; and

WHEREAS, by embracing tourism, College Station enhances its reputation as a fun, dynamic and inviting city, ensuring continued economic growth and community pride.

NOW, THEREFORE, I, John P. Nichols, as Mayor of the City of College Station do hereby proclaim College Station as a:

Tourism Friendly City

recognizing the importance of tourism in shaping the future of our community and encouraging residents and businesses to continue fostering a warm and inviting environment for all who visit.

IN TESTIMONY THEREOF, I have hereunto set my hand and caused to be affixed of SEAL of the City of College Station, Texas this 8th day of May 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

May 8, 2025
Item No. 5.2.
Economic Development Week Proclamation

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the week of May 11-17, 2025 as "Economic Development Week."

Relationship to Strategic Goals:

- Good Governance
- Diverse & Growing Economy

Recommendation(s): Staff recommends that the City Council receive the proclamation.

Summary: Economic Development Week (May 11-17, 2025) was created in 2016 by the International Economic Development Council (IEDC), during which communities across North America celebrate and recognize the contributions made by professional economic developers to create more economically vibrant and livable communities.

Budget & Financial Summary: N/A

Attachments:

1. 25 Economic Development Week



Proclamation

WHEREAS, Economic Development is a vital component of the City of College Station's commitment to fostering a vibrant and resilient community; and

WHEREAS, the City of College Station, in collaboration with private and public sector partners, actively engages in initiatives that promote industry and retail recruitment, strategic redevelopment, and the expansion of our tourism economy; and

WHEREAS, these efforts have led to significant achievements, including innovative technological industry growth, robust business retention and expansion activities, and proactive outreach to industry and retail prospects; and

WHEREAS, Economic Development Week, observed from May 11 to May 17, 2025, and sponsored by the International Economic Development Council, serves to highlight the importance of economic development in our community and across the Brazos Valley; and

WHEREAS, the City of College Station recognizes and commends the dedication of its economic development professionals and partners who contribute to the city's growth, prosperity, and enhanced quality of life.

NOW, THEREFORE BE IT RESOLVED, that I, John P. Nichols, as Mayor of the City of College Station proclaim May 11-17, 2025 as:

Economic Development Week

in the City of College Station and encourage all citizens to recognize the contributions of economic development professionals and the positive impact of their work on our community.

IN WITNESS THEREOF, I have hereunto set my hand and caused the SEAL of the City of College Station, Texas to be affixed this 8th day of May 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

Proclaimed this 1st - 17th day of May, 2025

May 8, 2025
Item No. 5.3.
Salvation Army Week

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the week of May 12-17, 2025 as "Salvation Army Week."

Relationship to Strategic Goals:

- Good Governance

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. 25 Salvation Army Week



Proclamation

WHEREAS, The Salvation Army's only business in this community of College Station, Texas, as everywhere, is still human business, undertaken with joy for the family of humankind to the greater glory of God; and

WHEREAS, through sound, innovative, and professional services, The Salvation Army serves the people of College Station with unshakable faith in all, no matter how desperate the situation, and views all people as people with possibilities; and

WHEREAS, The Salvation Army's mission is to bring people in our community onto a pathway of hope—a holistic approach that encompasses mind, body, and spirit—seeking the transformation of individuals and families through the genuine relationships built by Salvation Army staff, volunteers, and donors with each person we serve; and

WHEREAS, The Salvation Army acts on behalf of all the residents of our community, with neither salvation nor any other condition as a prerequisite, nor expecting any thanks, yet nonetheless welcoming community support; and

WHEREAS, it is fitting and proper on Salvation Army Week to recognize the tremendous impact of philanthropy, volunteerism, and community service in the city of College Station, and to encourage citizens to serve others with their resources and time during this challenging period.

NOW, THEREFORE BE IT RESOLVED, that I, John P. Nichols, as Mayor of the City of College Station, do proclaim the week of May 12-18, 2025 as:

Salvation Army Week

and encourage all College Station citizens to join together to give back to the community in any way that is personally meaningful.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the City of College Station, Texas to be affixed this 8th day of May 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

May 8, 2025
Item No. 7.1.
April 24th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• April 24, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM042425 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
APRIL 24, 2025

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

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

City Staff:

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

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

With a quorum present, the 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 24, 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 24, 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.

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 Manager
- Council Self-Evaluation

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

- Economic development agreement for a development 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 6:15 p.m. No action was taken.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

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

Mayor Nichols presented a certificate of recognition Campbell Gattis and Grant Hockenberry the outgoing representatives of the Texas A&M Student Government Association.

5.2. Presentation recognizing the graduates of the 28th Class of the City of College Station's Citizens University Program.

Mayor Nichols presented a proclamation recognizing the graduates of the 28th Class of the City of College Station's Citizens University Program.

5.3. Presentation proclaiming May 2025 as National Bike Month.

Mayor Nichols presented a proclamation to Carl Ahrens, Staff Planner – Transportation and Mobility, Planning Staff and Bicycle, Pedestrian, and Greenway Board Members, recognizing May 2025 as "National Bike Month."

5.4. Presentation recognizing Brison Park as a Lone Star Legacy Park.

Mayor Nichols presented a proclamation to recognize that the Texas Recreation and Park Society (TRAPS) officially designated Brison Park as a Lone Star Legacy Park.

6. Hear Visitors Comments.

Neo Jang, College Station, addressed the Council to highlight infrastructure improvements that provide a secure environment for kids and connect community areas, such as protected bike lanes and multipurpose walks. Mr. Jang displayed a map of multipurpose paths and examples of his kids' riding bikes.

Andrew Applewhite, College Station, addressed the Council and thanked them for continuing to listen to the students' voices and hoped to start a conversation on alternatives to the no more than four occupancy restrictions. He stated that students want to live in safe neighborhoods and in compliance with existing city ordinances but also want to find ways to create friendly and affordable living environments for students.

Ben Crockett, College Station, appeared before the Council to encourage them to review alternatives to the current occupancy and parking ordinances, as well to explore expanding our current family definition to include any number of unrelated people, so long as it does not pose a risk to health, safety, fire, and other related codes. He hopes this Council will take the proactive measures necessary to address housing and parking issues.

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.

(7.3), (7.4) and (7.11) were pulled for clarification.

(7.8) Glenn Gavit, Deputy Director Electric Utility, stated that existing overhead power lines stay in place but when properties are redeveloped or renovated, they are moved underground. He also stated that depending on the location's needs we choose pole material such as wood, fiberglass, concrete, or steel.

(7.4) Emily Fisher, Public Works Director, clarified that this specific contract is budgeted for and comes from our Roadway Maintenance Fund.

(7.11) Gene Ballew, Assistant Parks Director, explained that this agreement is for officiating adult and youth sports. He went on to clarify that HOT funds are utilized for City hosted tournaments, while the General fund pays for city league expenses. Tournaments with outside sponsors are not part of this agreement. Bryan Woods, City Manager, clarified that a true-up is when we estimate the cost of services and then, at the end, a simple audit to ensure that the amount both parties paid for the services was accurate.

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

- **April 10, 2025 Council Meeting**

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

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.

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.

7.5. Presentation, discussion, and possible action on the second reading of Franchise Agreement Ordinance No. 2025-4587 with Maroon Dumpsters, LLC for the collection of recyclables from commercial and multifamily locations.

7.6. Presentation, discussion, and possible action on the second reading of Franchise Agreement Ordinance No. 2025-4588 with Bryan Iron and Metal, Ltd. DBA Texas Commercial Waste (TCW), for the collection of recyclables from commercial and multifamily locations.

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.

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.

7.9. Presentation, discussion, and possible action on the second reading of Ordinance No. 2025-4589 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.

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.

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.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to approve the Consent agenda. The motion carried unanimously.

8. WORKSHOP ITEMS

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

Carol Cotter, City Engineer, stated that this agenda item was requested by Council for information on the City's current standards for detention ponds.

Detention Ponds

- Primarily flood control – Store water for a time and slowly release it
 - Some water quality by allowing for sediment settling
- Constructed when site develops
 - Engineering focused
 - Low maintenance
- Types
 - Detention (dry pond)
 - Retention (wet pond)
- May include water quality components – BMPs

Aesthetics: Current Ordinance Requirements

- Unified Development Ordinance
 - Detention Pond Integration into Site’s Overall Landscaping Theme
 - Disperse Landscaping Points
 - Approved Plant Listing
 - Sealed Landscape Architect
 - Retaining Walls
 - Limited Application to Single Family
 - Beautification is not prohibited
 - Maintenance Considerations

Majority of Council directed staff to engage the development community regarding Council's desire to set standards regarding the use of trees or other features in detention ponds to make them more aesthetically pleasing. Council also directed staff to look into methods to improve the aesthetics of City owned detention pond facilities.

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

Jennifer Prochaska, Assistant City Manager, stated this item was requested for discussion related to the potential for on-street and off-street parking regulations being used to address over-occupancy.

Current Neighborhood Parking Standards

- Allow on-street parking in most areas
- Allow overnight parking in most areas
- Paid parking only in Northgate
- Require one space per bedroom
- Impervious cover limitations
- Allow some front parking
- Allow rear parking
- Parking in the yard is prohibited

Street Parking Options

- Remove street parking
 - Pedestrian and bicycle safety
 - Limits visitors
- Limit overnight street parking (ie: 2am – 5am)
 - Reduces “permanent” parking

- Limits overnight visitors
- Residential parking permit program
 - Resident benefit
 - Administratively challenging
- Overnight parking permit program
 - Resident benefit
 - Administratively challenging

Residential Parking Options

- Limit number of parking spaces permitted
 - May limit occupancy with street removal
- Modify impervious cover limits
 - May limit occupancy with street removal
 - May limit density
- Further restrict front yard parking
 - May limit occupancy with street removal
 - Pushes parking to the rear
- Restrict or prohibit rear yard parking
 - May limit occupancy with street removal
 - Pushes parking to the front
- Increase the size of spaces
 - Makes parking on site easier
 - Increases impervious cover

Potential Future Actions / Direction

- Street parking modifications
 - Remove parking
 - Restrict overnight parking
 - Permit parking
 - Paid Parking
- Residential Parking modifications
 - Impervious surface maximums
 - Parking location and area modifications
- Exemptions
- Zoning / Defined Areas / Housing Type
- Temporary or Permanent

The majority of the Council directed staff to bring back potential opportunities for removing overnight parking with an emphasis on public engagement.

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

Ross Brady, Chief of Staff, stated that this item provides the Council with an opportunity to discuss legislative activities and the City's engagement efforts with the State Legislature. He provided an overview of the legislative action plans focusing on impact fee bills and an update on a bill which would require three-year intervals for impact fee increases and a two-third council vote. Another bill, not yet in committee, would prohibit street narrowing for sidewalks or multi-use paths. Also presented was a summary of recent meetings in Austin, including the land and resources committee, and the potential impact of proposed occupancy bills. The council reaffirmed their commitment to maintaining

local control in legislative decisions noting the unique position as a city with a large university and rapid growth.

9. REGULAR ITEMS

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 Resolution No. 04-24-25-9.1 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Jennifer Cain, Capital Project Director, stated that this amendment to the current Construction Manager at Risk (CMAR) 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. Pre-construction and construction phase services were 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 and 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. \$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.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember McIlhaney the City Council voted seven (7) for and none (0) opposed, to approve 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 Resolution No. 04-24-25-9.1 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt. The motion carried unanimously.

9.2. Presentation, discussion, and possible action regarding Resolution No. 04-24-25-9.2 creating a Baseball Field Design Committee.

Kelsey Heiden, Parks Director, stated that 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.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Yancy the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 04-24-25-9.2 creating a Baseball Field Design Committee. The motion carried unanimously.

9.3. Presentation, discussion, and possible action regarding Resolution No. 04-24-25-9.2 creating a Recreation Center Planning Committee.

Kelsey Heiden, Parks Director, stated that this resolution is for the creation of 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 Manager)
- 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

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember White the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 04-24-25-9.3 creating a Recreation Center Planning Committee. 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.

Bryan Woods, City Manager, reported on the Starlight Music Festival and the ACC Texas MS 150.

Councilmember Shafer reported on Cycle with Council.

Mayor Nichols reported on attending local ribbon cuttings, the Drury Plaza Hotel Grand Opening and De Baca Steakhouse.

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 Interlocal Government Committee.

Councilmember Shafer reported on the Arts Center of Brazos Valley and the Bicycle, Pedestrian, and Greenways Advisory 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.

Councilmember Yancy request an update on the Wolf Pen Creek Master Plan.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 9:14 p.m. on Thursday, April 10, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

May 8, 2025
Item No. 7.2.
1207 Texas Ave Roof Repair

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract with Jaco Roofing & Construction, Inc. in the amount of \$146,970 for the roof replacement at 1207 Texas Avenue.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This roof replacement is a result of the recent hail damage that occurred throughout the region in Mid-March. This installation involves the installation of a new, warranted Duro-Last mechanically fastened roof system over the existing roofing structure. This replacement is being undertaken to improve the long-term durability and performance of the building's roofing system while minimizing disruption to current operations. This work will also upgrade the roof with a ½" high-density cover board in place of standard insulation, which will provide enhanced durability and compressive strength. This upgrade will utilize the same material that was used for City Hall's roof which was not damaged in the recent hailstorm.

Budget & Financial Summary: This project will be funded by two separate funds. A total of \$127,220 will be covered by the Property Casualty Fund. An additional \$19,750 will be covered by the Facility and Technology Capital Improvement Projects Fund. A project budget of \$5,000,000 is included in this Fund. A total of \$399,139 has been expended or committed to date, leaving a balance of \$4,600,861 for this work.

Attachments:

1. 1207 Texas Avenue Roof Repair Vendor Signed Contract
2. 1207 Texas Ave Location Map



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300464 PROJECT #: GG2510/GG2401 BID/RFP/RFQ#: _____

Project Name / Contract Description: 1207 Texas Ave Roof

Name of Contractor: Jaco Roofing

CONTRACT TOTAL VALUE: \$ \$146,970.00 Grant Funded Yes No
If yes, what is the grant number:

Debarment Check Yes No N/A Davis Bacon Wages Used Yes No N/A
Section 3 Plan Incl. 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)
GG2401-Construct \$19,750.00

The claim # is 566.3005. The project code: GG 2510-OPER 22219100 6122. - \$127,220.00
This pricing is from a TIPS Contract #24060401.

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 05/08/25 Agenda Item No*: _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 4/22/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

[Signature] 4/22/2025
ASST CITY MGR – CFO DATE

John D. Haislet 4/22/2025
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A
MAYOR (if applicable) DATE

N/A
CITY SECRETARY (if applicable) DATE

**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 Jaco Roofing & Construction, Inc. (the

"Contractor") for the construction and/or installation of the following:

Furnish labor, materials and equipment for the installation of a 20-year roof system at 1207 Texas Ave .

1. DEFINITIONS

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

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

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

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

1.05 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: Fourteen Thousand Six Hundred Ninety-Seven and NO /100 Dollars (\$ 14,697.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: One Hundred Forty-Six Thousand Nine Hundred Seventy and NO /100 Dollars (\$ 146,970.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

- (c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

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

10. PROGRESS OF WORK

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

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

- (a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.
- (e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

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

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

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

OR:

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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

- (a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and
- (c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

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

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

- (a) Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.
- (b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.
- (c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (h) City's determination of an amount of liquidated damages.
- (i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.
- (k) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

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

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

17. EXTRA WORK CHARGES

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

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

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

OR:

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

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

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

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

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

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

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

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

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

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

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

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

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

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

- (1)** No indirect or consequential damages will be allowed.
- (2)** All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.
- (3)** Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4)** The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

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

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

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

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

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

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

22. EXTENSIONS OF TIME

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

- (a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (b) By changes ordered in the Work, or reductions thereto approved in writing;
- (c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or
- (d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

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

23. LIQUIDATED DAMAGES

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

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

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of Two Hundred Fifty and NO /100 DOLLARS (\$ 250.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

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

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

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

25.04 Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

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

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects under warranty as set forth in this Section 25, or otherwise not in accordance with this Agreement within one (1) 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 (1) 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 (1) year after the installation or completion. The one (1) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

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

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- (c) Coverage shall be at least as broad as ISO form GC 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City’s review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00, where such exposures exist.

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

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

27.07 Additional Insured.

Those policies set forth in Sections 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

27.08 Builder's Risk

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

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

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

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

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each

employee are required.

2. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
3. Texas must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

“A. Definitions:

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

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

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

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

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

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

extended.

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

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

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

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

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

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

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

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

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

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

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

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

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate

of coverage ends during the duration of the project;

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

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

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

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

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

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

- (a)** The company is authorized to do business in the State of Texas.
- (b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.
- (c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

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

(a) The Contractor shall execute performance and payment bonds for the full Contract Amount and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.

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

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

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

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

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

29. SURETY

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

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

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

shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02 Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

31.03 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential

hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in this Agreement, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in this Agreement). **In the event Contractor engages in any of the activities prohibited in this Section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.**

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

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

- (a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or
- (b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or
- (c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
- (d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

- (e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or
- (f) If the Contractor abandons the Work.
- (g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;

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

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

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

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

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

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

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

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

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

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

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

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

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

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

46.11 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

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

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

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

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

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

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

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

List of Exhibits

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

**JACO ROOFING &
CONSTRUCTION, INC.**

By: Wayne Parker

Printed Name: Wayne Parker

Title: Sales Manager

Date: 4/21/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

John A. Haislet

City Attorney

Date: 4/22/2025

JM Carato

Assistant City Manager/CFO

Date: 4/22/2025

EXHIBIT A
DAVIS BACON WAGE RATES

Superseded General Decision Number: TX20240234

State: Texas

Construction Type: Building

County: Brazos County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

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

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

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

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

* ELEV0031-003 01/01/2025

Rates	Fringes
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ELEVATOR MECHANIC.....\$ 53.59 38.435+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

PLUM0068-002 10/01/2024

	Rates	Fringes
PLUMBER.....	\$ 39.98	11.61

PLUM0211-002 10/08/2024

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 41.14	11.86

PLUM0286-011 06/03/2024

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 36.15	15.92

SHEE0054-002 04/01/2020

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 29.70	13.85

* SUTX2014-009 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Form Work....	\$ 14.56 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.68 **	0.00
ELECTRICIAN.....	\$ 22.96	4.83
FORM WORKER.....	\$ 11.83 **	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13

IRONWORKER, REINFORCING.....	\$ 13.35 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.74	5.25
LABORER: Common or General.....	\$ 11.57 **	0.00
LABORER: Mason Tender - Brick...	\$ 10.96 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.93 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.33 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 15.00 **	0.00
OPERATOR: Grader/Blade.....	\$ 14.34 **	1.68
OPERATOR: Loader.....	\$ 14.01 **	0.44
OPERATOR: Mechanic.....	\$ 17.52 **	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 13.11 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 13.14 **	0.00
ROOFER.....	\$ 13.75 **	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 14.62 **	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.97 **	1.23
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

Wage and Hour Administrator

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

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

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

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

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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. 4473184

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Jaco Roofing & Construction, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto SureTec Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Forty-Six Thousand Nine Hundred Seventy and NO /100 Dollars (\$ 146,970.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for Furnish labor, materials and equipment for the installation of a 20-year roof system at 1207 Texas Ave, 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

Contract No. 25300464
Construction Agreement Over \$50,000
Form 04-20-2023

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.

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)

WITNESS: (if not a corporation)

Attest: [Signature]

By: _____

Name: Lisa Perk

Title: Asst. Sec.

Date: May 8, 2025

Jaco Roofing & Construction, Inc.

By: [Signature]

Name: Glen Christensen

Title: President

Date: May 8, 2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

[Signature]

By: _____

Name: Kourtney Reece

Title: Account Manager

Date: May 8, 2025

SureTec Insurance Company
(Full Name of Surety)

2103 City West Boulevard, Suite 1300

Houston, Texas 77042
(Address of Surety for Notice)

By: [Signature]

Name: Gloria Marisol Villa

Title: Attorney-in-Fact

Date: May 8, 2025

FOR THE CITY:

REVIEWED:

[Signature] 4/22/2025
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.

TEXAS STATUTORY PAYMENT BOND

Bond No. 4473184

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Jaco Roofing & Construction, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Forty-Six Thousand Nine Hundred Seventy and NO /100 Dollars (\$ 146,970.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 8th day of May, 20 25, for Furnish labor, matericals and equipement for the installation of a 20-year roof system at 1207 Texas Ave, referred to and made a part hercof 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.

FOR THE CONTRACTOR:

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

By: ATTN: Lisa Peik
Name: Lisa Peik
Title: Asst. Sec
Date: May 8, 2025

Jaco Roofing & Construction, Inc.
By: [Signature]
Name: Elen Christensen
Title: President
Date: May 8, 2025

FOR THE SURETY:
ATTEST/WITNESS (SEAL)

By: [Signature]
Name: Kourtney Reece
Title: Account Manager
Date: May 8, 2025

SureTec Insurance Company
(Full Name of Surety)
2103 City West Boulevard, Suite 1300
Houston, Texas 77042
(Address of Surety for Notice)

By: [Signature]
Name: Gloria Marisol Villa
Title: Attorney-in-Fact
Date: May 8, 2025

FOR THE CITY:

REVIEWED:

[Signature] 4/22/2025
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.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kurt A. Risk, Sharen Groppe, Roxanne G. Brune, David R. Groppe, Beverly A. Ireland, Francine Hay, Gloria Marisol Villa, Michele L. Bondurant, Kourtney Reece

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

One Hundred Million and 00/100 Dollars (\$100,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of July, 2024.

SureTec Insurance Company

By: Michael C. Keimig
Michael C. Keimig, President



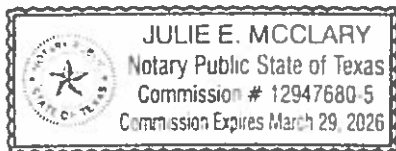
Markel Insurance Company

By: Lindey Jennings
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of July, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: Julie E. McClary
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of May, 2025.

SureTec Insurance Company

By: M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Andrew Matquis
Andrew Matquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4221114
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

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

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2025

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 Marsh & McLennan Agency LLC 2500 City West Blvd. Suite 2400 Houston TX 77042	CONTACT NAME: Janie Chapa PHONE (A/C, No, Ext): 713-780-6128 E-MAIL ADDRESS: janie.chapa@marshmma.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Jaco Roofing & Construction, Inc P.O. Box 937 Clute TX 77531	INSURER A: Texas Mutual Insurance Company NAIC # 22945	
	INSURER B: State Automobile Mutual Insurance Co 25135	
	INSURER C: Ohio Casualty Insurance Company 24074	
	INSURER D: RSUI Indemnity Company 22314	
	INSURER E: Starstone Specialty Insurance Company 44776	
	INSURER F: Admiral Insurance Company 24856	


COVERAGES **CERTIFICATE NUMBER:** 1812508467 **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
F	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CA00004079305	2/8/2025	2/8/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	10116264CA	2/8/2025	2/8/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	NHA605026 88374Q252ALI	2/8/2025 2/8/2025	2/8/2026 2/8/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	0001208936	2/8/2025	2/8/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Floater			BMO2663864757	2/8/2025	2/8/2026	Jobsite Limit \$250,000 Catastrophe Limit \$500,000 Transit Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability, Automobile Liability and Excess Liability policies include a Blanket Additional Insured endorsement (ongoing & completed operations) that provides additional insured status only where such status is required by a written contract. The General Liability, Automobile Liability, Workers' Compensation and Excess Liability policies include a Blanket Waiver of Subrogation endorsement that provides this status only where such status is required by a written contract. The General Liability and Auto Liability policies contain a special endorsement with "Primary and Noncontributory" wording when there is an executed written contract that requires such status. The Excess Liability policy is follow form.

Installation Floater Deductible: \$1,000.
 Contract #25300464
 See Attached...

CERTIFICATE HOLDER City of College Station PO Box 9960 College Station TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Brett Herrington
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Jaco Roofing & Construction, Inc P.O. Box 937 Clute TX 77531	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional insured: The City of College Station, its agents, officials, employees and volunteers- applies per the Blanket Additional Insured endorsement which grants additional insured status only where such status is required by a written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): All premises leased to you and covered by this insurance.
Name Of Person(s) Or Organization(s) (Additional Insured): Jaco Commercial Roofing, LLC
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
 ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner, lessee or manager of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations except locations where "your work" is or was related to a job or project involving "new residential construction activities". "New residential construction activities" means all construction activities and work related to any structure used or intended to be used as a residence (except apartments), other than repair or remodeling of such structures that are or have been certified for occupancy prior to commencement of such repair or remodeling work performed by you or on your behalf
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ENHANCED COVERAGE
(Commercial General Liability Coverage Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. AMENDED EXCLUSIONS

NON-OWNED WATERCRAFT COVERAGE - Up to 55 feet

SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion g. Aircraft, Auto or Watercraft, Paragraph (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge;

**MEDICAL PAYMENTS –
PRODUCTS-COMPLETED OPERATIONS HAZARD**

SECTION I – COVERAGES – COVERAGE C – MEDICAL PAYMENTS Exclusion f. Products-Completed Operations Hazard is deleted in its entirety.

**CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM EXCLUSION
(LIMITED EXCEPTION FOR OPERATIONS AWAY FROM PROJECT LOCATION)**

The following exclusion is added to paragraph 2., Exclusions of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at any location for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Form;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

However, if the consolidated (wrap-up) insurance program does not provide coverage for your operations that are performed away from the location of the construction project, this exclusion will not apply.

II. AMENDED COVERAGES

KNOWLEDGE OF OCCURRENCE

The following paragraph is added to Section IV – Commercial General Liability Conditions Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

Notice of an “occurrence” which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the “occurrence” has been reported to you, one of your “executive officers”, or any “employee” authorized by you to give or receive notice of an “occurrence”.

UNINTENTIONAL ERRORS AND OMISSIONS

The following paragraph is added to Section IV – Commercial General Liability Conditions Paragraph 6. Representations:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

III. ADDED COVERAGES

PERSONAL PROPERTY OF OTHERS IN YOUR CARE, CUSTODY OR CONTROL – LIMITED COVERAGE

SCHEDULE

Sub-Limits of Insurance:

\$10,000 Each Occurrence (Included in the Each Occurrence Limit shown in the Declarations)

\$10,000 Aggregate (Included in the General Aggregate Limit shown in the Declarations)

The Sub-Limits of Insurance shown above are included within and not in addition to the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

Supplementary Payments will reduce the Each Occurrence and Aggregate Sub-Limits of Insurance shown above.

It is agreed COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION I – COVERAGE A Exclusion j. (4) is deleted, but only with respect to personal property of others in the care, custody or control of the Named Insured, subject to the following exclusions, conditions and limitations.

1. Exclusions

This insurance does not apply to:

- a. “Property damage” arising out of operations performed on behalf of the Named Insured by others;
- b. “Property damage” arising out of an “occurrence” at premises owned, rented, leased, operated, occupied or used by you;
- c. “Property damage” to property while in transit;
- d. “Property damage” arising out of any error, omission or deficiency in the design, specifications, workmanship or materials of the personal property in the Named Insured’s care, custody or control;
- e. “Property damage” arising out of delay, loss of market, loss of use, loss of profits, or any similar indirect or consequential loss of any kind;
- f. “Property damage” included within the “products-completed operations hazard”; or
- g. Damages exceeding the actual cash value of the personal property in the care, custody or control of the Named Insured at the time of the “occurrence.”

2. Conditions

Our right and duty to defend ends when we have used up the applicable sub-limit of insurance in the payment of judgments or settlements or Supplementary Payments under the insurance provided by this endorsement.

3. Limits of Insurance

- a. The amount we will pay for damages is limited as described below with respect to damages covered under this endorsement:
 - (1) The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages because of "property damage";
 - (2) The Each Occurrence Limit shown above is the most we will pay for the sum of all damages because of "property damage" arising out of any one "occurrence";
 - (3) Supplementary Payments will reduce the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule; and
 - (4) All sums we pay for damages or Supplementary Payments under this endorsement will reduce the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

4. Other Insurance

This insurance is excess over any other valid and collectible Property or Inland Marine insurance available to you, either as a Named Insured or an Additional Insured, whether primary, excess, contingent or any other basis.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

(Insurance Services Office Endorsement CG 20 01 04 13)

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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

(Insurance Services Office Endorsement CG 24 04 05 09)

SCHEDULE

Name Of Person Or Organization:

Any person or organization, but only if the following conditions are met:

- (1) You have expressly agreed to the waiver in a written contract; and
- (2) The injury or damage first occurs subsequent to the execution of the written contract.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CONTRACTUAL LIABILITY – RAILROADS
(Insurance Services Office Endorsement CG 24 17 10 01)

SCHEDULE

<p>Scheduled Railroad: Any railroad, but only if the following conditions are met:</p> <ol style="list-style-type: none"> a. You have expressly agreed to indemnify the railroad in a written contract entered into by you; and b. The injury or damage occurs subsequent to the execution of the written contract. 	<p>Designated Job Site: Any job site covered by this insurance where you are performing operations for or affecting a Scheduled Railroad.</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
(WITH TOTAL AGGREGATE LIMIT FOR COVERAGES A, B AND C)**

SCHEDULE

<p>Designated Construction Projects: All construction projects covered by this insurance.</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)



- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
However, the most we will pay under the Designated Construction Project General Aggregate Limit for all Designated Construction Projects combined is \$5,000,000 .
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

IV. ADDITIONAL INSUREDS

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

(Insurance Services Office Endorsement CG 20 34 04 13)

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when 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 an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

(Insurance Services Office Endorsement CG 20 11 04 13)

SCHEDULE

Designation Of Premises (Part Leased To You):

All premises leased to you and covered by this insurance.

Name Of Person(s) Or Organization(s) (Additional Insured):

Any person or organization that is a manager or lessor of real property, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.

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

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

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

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

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

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

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

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER
(Insurance Services Office Endorsement CG 20 18 04 13)

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization that is a mortgagee, assignee or receiver for a premises shown in this Schedule, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All premises covered by this insurance.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

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

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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

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

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

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

**ADDITIONAL INSURED – TRADE SHOW SPONSOR –
AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU**

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who is a sponsor of a trade show where you are operating a booth or displaying your product, but only:

1. For injury or damage occurring at the trade show; and
2. When you and such person or organization have agreed in writing in a contract or agreement executed prior to the beginning of the trade show that such person or organization be added as an additional insured on your policy.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- while attending the trade show sponsored by this additional insured.



A person's or organization's status as an additional insured under this endorsement ends when your attendance at the trade show ends.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" and included in the "products-completed operations hazard".

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

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

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

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

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION
OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS**

(INSURANCE SERVICES OFFICE ENDORSEMENT CG 20 12 04 13)

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization for operations performed by you or on your behalf.

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US
TO DESIGNATED PERSONS OR ORGANIZATIONS**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Person or Organization All entities named on the most recently received list provided by the Insured or their agent.

Additional Premium \$ Included

1. Solely for cancellations initiated by us, we will mail or deliver to the Person or Organization shown in the Schedule written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
2. We will mail or deliver our notice to the Person's or Organization's last mailing address known to us.
3. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.

The additional premium shown in the Schedule is fully earned and non-refundable upon issuance of this endorsement. For the purposes of final premium calculations, additional premium charged for this endorsement will not be added to the Total Advance Premium shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>

CONTENTS:

- A. ADDITIONAL INSURED – AUTOMATIC STATUS
- B. BROADENED INSURED
- C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
- D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- E. RESULTANT MENTAL ANGUISH
- F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
- G. EMPLOYEES AS INSUREDS
- H. EMPLOYEE HIRED AUTOS
- I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
- J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO
- K. INCREASED LOSS OF USE EXPENSE
- L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
- M. GLASS REPAIR DEDUCTIBLE WAIVER
- N. COLLISION DEDUCTIBLE WAIVER
- O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT
- P. TOWING
- Q. AUTO LOAN/LEASE GAP COVERAGE
- R. PERSONAL EFFECTS COVERAGE
- S. LOCKSMITH SERVICES
- T. TAPES, RECORDS AND DISCS COVERAGE
- U. HIRED AUTO PHYSICAL DAMAGE
- V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
- W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**A. ADDITIONAL INSURED –
AUTOMATIC STATUS**

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

- d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of

this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

- e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

- (1) any organization 180 days or more after its acquisition or formation; or
- (2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" is SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is

excess over any other collectible insurance

G. EMPLOYEES AS INSURED

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

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

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

I. INCREASED BAIL BONDS AND LOSS OF EARNINGS

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

1. Replace the \$2,000 limit for cost of bail bonds with \$5,000 in paragraph (2); and
2. Replace the \$250 a day limit for reasonable expenses including actual loss of earnings with \$500 a day in paragraph (4).

When a covered "auto" insured for Collision coverage under this policy collides with another "auto" we insure, the Collision deductible applicable to the covered "auto" or "autos" insured under this policy shall not apply.

J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

This extension applies to all covered "autos" with a Gross Vehicle Weight of less than 10,001 pounds.

K. INCREASED LOSS OF USE EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

M. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

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

N. COLLISION DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT

Section III PHYSICAL DAMAGE COVERAGE C.1. b. is amended by replacing the \$1,000 with \$2,500.

P. TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

2. Towing

We will pay up to \$75 for towing and labor costs incurred each time an "auto" with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that "auto".

Q. AUTO LOAN/LEASE GAP COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. Overdue payments and financial penalties associated with those payments as of the date of the "total loss";
2. The carryover, transfer or rollover of a previous outstanding lease or loan

balance from another vehicle to the original lease or loan for the scheduled "auto";

- 3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
- 4. All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
- 5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
- 6. Nonrefundable security deposits; and
- 7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS: Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

R. PERSONAL EFFECTS COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

c. Personal Effects

We will pay up to \$500 for "loss" to personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar

devices used with audio, visual or data electronic equipment are not considered personal effects.

S. LOCKSMITH SERVICES

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

d. Locksmith Services

We will pay up to \$100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

T. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

e. Tapes, Records And Discs Coverage

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member or employee
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200.

U. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, then

Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a \$100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a

\$1,000 deductible will apply for the "loss".

V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

W.TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TEXAS NOTICE OF CANCELLATION- SCHEDULED PARTY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

1.	Name : TBD
2.	Address : TBD, Angleton, TX, 77515
3.	Optional Notification : Days
Information required to complete this Schedule, if not shown above will be shown in the Declarations.	

- A. We will mail the designated person or organization in the Schedule above at least 30 days advance notice or the number of days advance notice shown in the Schedule above if we cancel or nonrenew this policy for any reason other than nonpayment of premium, subject to statutorily permitted reasons.
 - B. We will mail the designated person or organization in the Schedule above at least 10 days advance notice if we cancel this policy for nonpayment of premium; or
 - C. The person or organization shown in the Schedule above will be mailed confirmation if you cancel this policy for any reason.
- In no event will the action or timing of the named insured's election to cancel or modify the terms of this policy serve to extend the policy beyond the expiration date shown in the declarations.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/8/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001208936 of Texas Mutual Insurance Company effective on 2/8/25

Issued to: JACO ROOFING & CONSTRUCTION INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

2/6/25

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

- 1. Number of days advance notice: 30
- 2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/8/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001208936 of Texas Mutual Insurance Company effective on 2/8/25

Issued to: JACO ROOFING & CONSTRUCTION INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

2/6/25

EXHIBIT D
PLANS AND SPECIFICATIONS

If the plans and specifications from the RFP/CSP are not physically inserted here, then they are fully incorporated into this contract by reference.

See attached quote



Proposal - Based on Contract #24060401 with TIPS

April 8, 2025

City of College Station
300 Krenek Tap Road
College Station, TX 77842

**RE: DURO-LAST MECHANICALLY FASTENED ROOF SYSTEM OVER EXISTING ROOF @ VISIT COLLEGE STATION
LOCATED AT 1207 TEXAS AVENUE IN COLLEGE STATION TX.**

Attn: Eric Watkins

We hereby propose to furnish the necessary labor, material, equipment, insurance and supervision to install a 20-year NDJ Duro-Last warranted roof system on the above referenced project. This proposal is based on utilizing the following material and qualifications:

1. Duro-Last 50 mil. white PVC reinforced membrane on the flat roof area and walls.
2. Duro-Last 4" fascia bar with metal fascia trim (color to match existing).
3. Underlayment: Duro-Guard ½" XPS recover insulation.
4. Duro-Last accessories to make system complete such as but not limited to pre-fabricated curbs, boots, parapets sheets, screws, caulk, plates and etc. per Duro-Last Roofing, Inc. manufacturer's specifications.

Qualifications/Clarifications:

1. Walkpads are included at service side of rooftop HVAC units.
2. Proposal based on overlaying of existing roof, per Duro-Last specifications.
3. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by a subcontractor of Owner's choice at Owner's expense.
4. Jaco Roofing & Construction, Inc. is not responsible for existing building conditions; Although Jaco Roofing & Construction, Inc. will take standard caution in loading the roof prior to installation, some leaks may occur due to the existing condition of the roof. Jaco Roofing & Construction, Inc. will not be responsible for leaks or possible interior damage.
5. Jaco Roofing & Construction, Inc. is not responsible for the calibration, recalibration, readjustment and/or testing on any electronic equipment such as but not limited to satellite dish, camera security, communication equipment, GPS devices, or recertification of lightning rods (grounding system).
6. **This proposal is intended and shall become in its entirety part of, as if attached and/or written into any other purchase order, contract, or letter of acceptance, written or issued by the owner and is intended and agreed upon to be an integral part of any contract agreement between the parties. There shall be no changes, exclusions, or revisions made to the proposal without explicit agreement and acknowledgement by Jaco Roofing and Construction, Inc.**

1725 S. Velasco – Angleton, TX 77515
(979)265-6101
Fax (979) 265-6448

"Duro-Last Platinum Contractor"
1-800-265-JACO
www.jacoroofting.com
info@jacoroofting.com

Mailing Address:
P. O. Box 937
Clute, TX 77531

- 7. **This pricing proposal was developed using Jaco’s contract number 24060401 with the Interlocal Purchasing Systems (TIPS). If this proposal is accepted, the Jaco TIPS price schedule, terms and conditions will be applied. A purchase order, Notice to Proceed or AIA document will need to be sent to TIPS Purchasing @ tipspo@tips-usa.com.**
- 8. City permit is included.
- 9. State and local taxes are not included.
- 10. Quotation based on Jaco’s Standard Insurance Limits.
- 11. Payment terms: One half of contract amount due upon acceptance and signing of contract; progress billing thereafter of 100% labor and material stored or utilized on project. All invoices are due on/or before 10 days after receipt unless otherwise agreed upon.
- 12. Price subject to change if not accepted within 20 days of quote date due to fluctuation of material market.
- 13. Buyer can cancel this contract within 3 days without penalty.

TOTAL PROPOSAL \$ 127,220.00

ADD OPTION FOR A ½” THICK “HIGH-DENSITY” COVER INSULATION IN LIEU OF THE STANDARD INSULATION

Add - \$ 19,750.00

Respectfully Submitted,

JACO ROOFING & CONSTRUCTION, INC.

Wayne Parker
Sales Manager

Agreed and Accepted:

By:

_____ (Authorized Signing Officer)

_____ (Printed Name)

_____ (Title)

_____ (Date)



THE INTERLOCAL PURCHASING SYSTEM

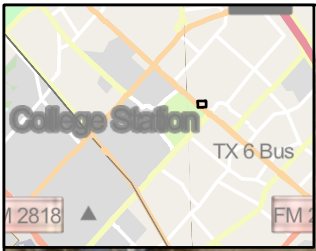
EXHIBIT E
CONSTRUCTION SCHEDULE

Substantial completion 45 days after notice to proceed

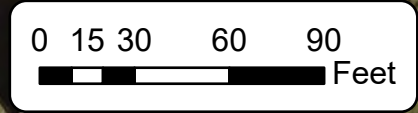
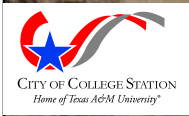
EXHIBIT F
SCHEDULE OF VALUES

Visit College Station

1207 Texas Avenue - Roof Replacement



Project Location
Streets



May 8, 2025

Item No. 7.3.

Alum Creek Trunkline Final Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a Professional Services Contract with Freese and Nichols, Inc (FNI). in the amount of \$1,116,334, for the design and construction administration for the Alum Creek Trunkline Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The Alum Creek Trunkline is part of the City of College Station's effort to expand the capacity of the wastewater collection system to their existing Lick Creek Waste Water Treatment Plant. The Alum Creek Trunkline will extend approximately 18,000 LF of sanitary sewer trunkline from Arrington Road, across State Highway 6, and tie into the Lick Creek Trunkline. This project will increase the City's sewer capacity between Arrington Road and Greens Prairie.

FNI was selected for this project as a part of RFQ 23-032. Six SOQs were submitted, interviews were conducted and FNI was under contract in November of 2023. To date FNI has completed their preliminary design report in which they conducted a route study, pipeline capacity analysis, pipeline materials analysis, topographic survey including proposed easements, and construction costs.

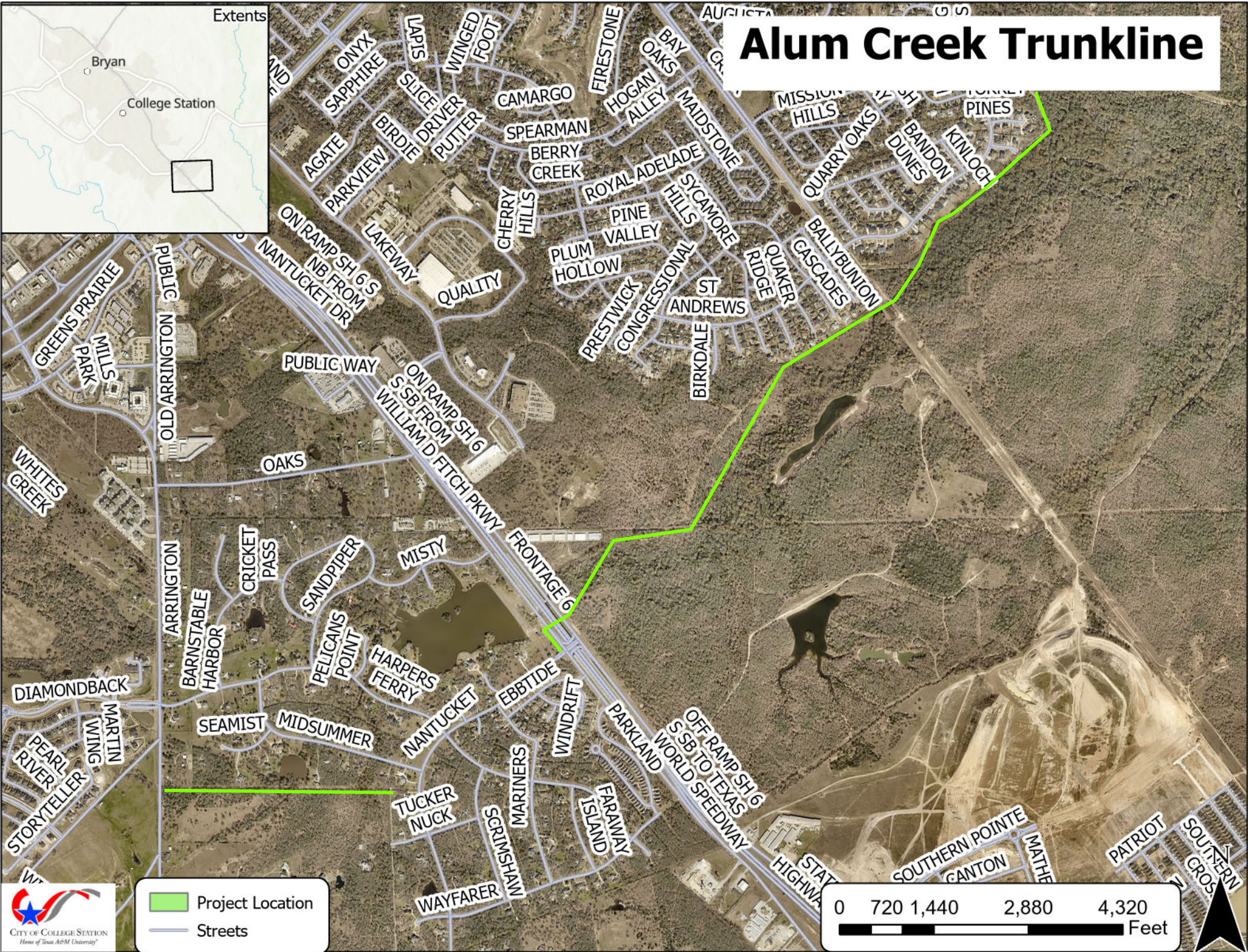
This project includes the final design of the route proposed during the Preliminary Engineering Reprot (PER) phase, and includes bid phase services, and construction administration services.

Budget & Financial Summary: Budget in the amount of \$11,600,000 is included in the Wastewater Capital Improvement Projects Fund. A total of \$478,832 has been expended or committed to date, leaving a balance of \$11,121,168 for this contract and future expenses.

Attachments:

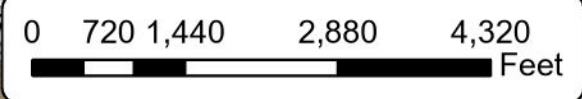
1. Alum Creek Trunkline Project Location Map
2. Alum Creek Trunkline Design Contract_25300427

Alum Creek Trunkline



Project Location

Streets





CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 25300427 PROJECT#: WW2301 BID/RFP/RFQ#: _____

Project Name / Contract Description: Alum Creek Trunkline
Final design for 18,000 feet of 24-inch trunkline.

Name of Contractor: Freese and Nichols

CONTRACT TOTAL VALUE: \$ 1,116,334 **Grant Funded** Yes No
If yes, what is the grant number:

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

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

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Budget in the amount of \$11,600,000 is included in the Wastewater Capital Improvement Projects Fund for WW2301. A total of \$520,520 has been expended or committed to date, leaving a balance of \$11,079,480 for this contract and future expenses.

CRC Approval Date*: N/A (if required)* **Council Approval Date*:** 05/08/25 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 4/30/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

LEGAL DEPARTMENT DATE

JM Castro 5/1/2025
ASST CITY MGR – CFO DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A
MAYOR (if applicable) DATE

N/A
CITY SECRETARY (if applicable) DATE

CITY SECRETARY (if applicable) DATE

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

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and Freese and Nichols, Inc., a Texas corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
SCOPE OF SERVICES**

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the “Project”):
Alum Creek Trunkline, Final Design for 18,000 of 24-inch Trunkline.

**ARTICLE II
PAYMENT**

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed One Million One Hundred Sixteen Thousand Three Hundred Thirty-Four and NO/100 Dollars (\$1,116,334.00).

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

**ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST**

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

- (a) Conceptual Design: _____ **calendar days** after the authorization to commence planning.
- (b) Preliminary Design: _____ **calendar days** after authorization to commence PPD.
- (c) Final Design: 300 after Owner NTP **calendar days** after authorization to commence final design.

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

Summary of Project Schedule

FNI agrees to complete the services as follows:

Special Services (Task E): 100 Days after OWNER Notice to Proceed (NTP).

Final Design: 300 Days after OWNER NTP.

Bid and Award Phase: 90 Days after Final Design Approval

Summary of Meetings

Project Kickoff Meeting

Up to nine (9) monthly progress meetings with City staff with topics including:

Alignment Adjustments,

Technical design issues,

Bid package,

And other project-related issues

Up to three (3) quality control review meetings (60%, 90% & 100% deliverables)

One (1) Pre-bid conference meeting

One (1) Bid opening meeting

One (1) Pre-construction meeting

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

(a) **Liquidated Damages.**

- (1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the

usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant's scope of services and schedule are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be deducted by the City from current amounts owed to Consultant for payment or from final payment.

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

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

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

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon

receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

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

3.08 The construction budget for this Project, which is established as a condition of this Contract is \$7,515,560.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV CONCEPTUAL DESIGN

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

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

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V PRELIMINARY DESIGN

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

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

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

ARTICLE VI FINAL DESIGN

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

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

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's *current* pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications,

supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

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

ARTICLE VII BID PREPARATIONS & EVALUATION

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

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

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

ARTICLE VIII CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of

construction. Consultant shall periodically review the as-built drawings for accuracy and completeness and shall report its findings to the City.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS

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

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

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

orders totaling 25 percent following such council approval, must be approved by City Council.

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

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

ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE

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

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

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

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

10.05 Indemnity.

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

- (b) **To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the**

agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

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

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

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

ARTICLE XI INSURANCE

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

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

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

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.

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

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

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

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

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity

provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

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

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

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

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

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers’ compensation insurance policy: either directly through their employer’s policy (the Consultant’s, or subcontractor’s policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) The workers’ compensation/Employer’s Liability insurance shall include the following terms:
 - i. Employer's Liability limits of \$1,000,000 for each accident is required.
 - ii. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
 - iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

i. Definitions:

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

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

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

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

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

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

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

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - A. a certificate of coverage, prior to the other person beginning work on the project; and
 - B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period

shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

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

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

- (d) Retroactive date must be shown on certificate.

ARTICLE XII USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

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

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

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work

Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

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

ARTICLE XIII TERMINATION

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

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

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

ARTICLE XIV MISCELLANEOUS TERMS

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

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

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

City of College Station

Freese and Nichols, Inc.

Attn: Casey Rhodes

Attn: Jason Ward

PO BOX 9960

10497 Town & Country Way, Ste 500

1101 Texas Ave

College Station, TX 77842

Houston, TX 77025

Crhodes @cstx.gov

jvw@freese.com

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

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

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

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

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

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

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

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

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

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

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

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

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

List of Exhibits

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

FREESE AND NICHCOLS, INC.

CITY OF COLLEGE STATION

By: Richard Weatherly

By: _____
City Manager

Printed Name: Richard weatherly

Date: _____

Title: Vice President

APPROVED:

Date: 4/30/2025

City Attorney
Date: _____

Jim Costa

Assistant City Manager/CFO
Date: 5/1/2025

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

PROJECT UNDERSTANDING

The Alum Creek Trunkline is part of the City of College Station's effort to expand the capacity of the wastewater collection system to their existing Lick Creek WWTP. The proposed alignment will replace an existing collection system that includes a 16-inch sanitary sewer along Pebble Creek subdivision and a 15-inch sanitary sewer located on an undeveloped track of land owned by Animate Habitat, Ltd. Also, it will replace an existing 12-Inch sanitary sewer installed in a City of College Station easement between Nantucket Subdivision and Arrington Rd. The proposed design will include gravity lines with diameters of 18-, 24- and 27-inch and include the rehabilitation of an existing 16-Inch collector line with a 10-inch gravity slipline within the Pebble Creek Subdivision.

This project includes a detailed design of the route proposed during the PER phase, bid phase services, and general construction representation services. The City will provide Construction Management Services and Resident Project Representation.

Assumptions

- The construction package will be issued as one single package.
- The construction will be procured using the design, bid, build method.
- Easement acquisition is not part of this final design effort.
- A proposal for Geotechnical services from Terracon is included as a special service.
- A proposal for Materials Testing from Terracon is included as a special service
- A proposal for additional survey is included as a special service in case the remainder alignment still not confirmed for Phase 2 is identified.

BASIC SERVICES: Freese and Nichols, Inc. (FNI) may render the following professional services to the City of College Station (OWNER) in connection with the project, described as: Alum Creek Trunk Line Phase 1.

TASK A: PROJECT MANAGEMENT

A1. Project Kickoff Meeting

FNI will conduct a project kickoff meeting with the City to review scope of services and project schedule, and to revisit the route study, technical design, operation, and other project set up items. FNI will provide the City with a data request memorandum identifying data needs (if necessary).

A2. Project Management and Communication

Throughout the project, monthly status reports will be submitted that summarize the progress and document upcoming tasks. The monthly status reports will comprise a one-page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.

A3. Monthly Progress Meeting

FNI will conduct up to twelve (12) monthly progress meetings to discuss routes, technical design issues,

sequencing, and other project-related issues.

A4. Quality Assurance/ Quality Control

FNI will prepare a QA/QC plan including regularly scheduled reviews of project deliverables.

A5. Coordinate Sub-consultant's Efforts

FNI will coordinate efforts with this sub-consultant:

- Geotechnical Investigation: Terracon

TASK B: DESIGN PHASE

B1. Prepare Plans and Specifications

FNI will prepare Plans and Specifications for the PROJECT based on the selected route. The PROJECT is based on the preparation of plans and specifications for one (1) combined set of construction documents for the proposed wastewater collection system. The design includes coordination with the HOA of Pebble Creek Subdivision and The City of College Station Paks Department. Preparation of additional packages or design of a larger diameter pipeline may be requested as an additional service. Pipeline drawings will include:

- Plan and profiles at 1-inch equal forty (40) feet scale horizontally and 1-inch equal four (4) feet vertically (full size plans); traffic control plan; details; prepare general specifications for Contractor's preparation of Storm Water Pollution Protection Plan.

B2. Permits

FNI will prepare construction related permits required for the installation of the proposed pipeline, such as City of College Station, TxDOT, Brazos County, gas line, pipelines, or power line. Any permits required for floodplain and environmental purposes (USACE, EPA, THC, USFWD, etc.) shall be considered an additional service.

B3. OPCC

FNI will prepare an opinion of probable construction costs for review by the OWNER following completion of the alignment route study. This opinion will be updated for the sixty percent (60%), the ninety percent (90%), and the final (100%) quality control review meetings.

B4. Quality Control Review Meeting

FNI will plan and participate in up to three (3) quality control review meetings with OWNER personnel. One of these meetings may require walking the alignment to resolve any special design issues. The meetings will be held at approximately the sixty percent (60%), the ninety percent (90%), and the final (100%) project completion stages. FNI will provide four (4) review sets (hardcopy half size), and four (4) review sets of specifications (hardcopy) a minimum of ten (10) working days before the review meetings. An Electronic version will also be provided to the OWNER. A meeting memorandum will be prepared documenting major revisions and decisions made during each of the meetings.

B5. Texas Commission on Environmental Quality (TCEQ)

FNI will submit a summary letter to TCEQ verifying the PROJECT was designed in accordance with Sub-Chapter 217 of the TCEQ regulations. Submittal of plans and specs to TCEQ and any other regulatory agency shall be considered an Additional Service.

TASK C: BID OR PROPOSAL PHASE

C1. Securing Bids

Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.

C2. Conducting Pre-bid Conference

FNI will assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.

C3. Responding to Bid Questions

FNI will assist the Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.

C4. Bid Opening

FNI will assist the Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner.

C5. Preparation of Construction Contract Documents

FNI will assist the Owner in the preparation of Construction Contract Documents. Provide ten (10) sets in hardcopy (halfsize) of Construction Contract Documents which include information from the apparent low bidder's bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.

TASK D: CONSTRUCTION PHASE

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the

Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures is an additional service. If general conditions other than FNI standards are used, the Owner agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

D1. Pre-construction Meeting

FNI will assist the Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.

D2. Communication Procedures

FNI will establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.

D3. Project Documentation

FNI will establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

D4. Payment Requests

Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

D5. Site Visits

FNI will make visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Up to fifteen (15) site visits are anticipated. Visits to the site in excess of the specified number are an additional service.

D6. Quality Review

FNI will notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

D7. Coordinate Testing Laboratories

FNI will coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Owner and is not included in the services to be performed by FNI.

D8. Interpret Drawings and Specifications

FNI will interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

D9. Administering Construction Contracts

FNI will establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.

D10. Documentation for Contract Modifications

FNI will prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner, if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

D11. Final Review

FNI will conduct in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the OWNER in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.

D12. Construction Drawings

FNI will revise the construction drawings in accordance with the information furnished by construction

Contractor(s) reflecting changes in the Project made during construction. One (1) set of prints and one (1) electronic PDF on a CD of "Record Drawings" shall be provided by FNI to Owner.

SPECIAL SERVICES: Freese and Nichols, Inc. (FNI) may render, once they have been authorized by the OWNER (City of College Station), the following services in connection with the project:

TASK E: GEOTECHNICAL INVESTIGATION

E1. Geotechnical Investigation Scope

Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of Terracon to perform geotechnical investigation services for the project. The following geotechnical services will be provided:

- a. Review readily available published and in-house geotechnical literature of the site and the general site area including geologic maps.
- b. Perform a reconnaissance of the project site and mark out proposed boring locations. Terracon will also contact Texas811 prior to exploration.
- c. Drill log, and sample 20 exploratory borings along the alignment. The borings will have a depth of about 30 feet below ground surface (bgs).
- d. Collect geotechnical soil samples using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- e. Conducted Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg limits, and strength testing.
- f. Prepare a geotechnical report presenting our findings. The report will be sealed by a Professional Engineer licensed in the State of Texas and will include the following:
 - Description of work scope, laboratory, and field procedures;
 - Maps and boring plans;
 - Boring logs and laboratory test results;
 - Description of subsurface soil and groundwater conditions;
 - Earthwork considerations, including OSHA soil classifications;
 - Excavation characteristics of onsite soils;
 - Dewatering recommendations
 - Lateral earth pressures; and
 - Geotechnical guidelines for open-cut and trenchless construction.

TASK F: CONSTRUCTION MATERIALS TESTING

F1. Materials Testing for Phase 1 and Phase 2

Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of Terracon to perform field services related to earthwork observation and testing, cast in place concrete observation and testing, and reporting of the field tests. Terracon has assessed the fee required for these services. The total estimated fee for these services is \$108,575.

TASK G: SURVEY ALLOWANCE

G1. Survey services in addition to services rendered during Final Design

FNI shall retain (as a subconsultant) and monitor the services of Baseline to perform surveying related to the final portion of the project that is still being defined west of Arrington Rd. This is a place holder, and a formal

proposal will be provided once the preliminary alignment has been determined.

Summary of Meetings

- Project Kickoff Meeting
- Up to nine (9) monthly progress meetings with City staff with topics including:
 - Alignment Adjustments,
 - Technical design issues,
 - Bid package,
 - And other project-related issues
- Up to three (3) quality control review meetings (60%, 90% & 100% deliverables)
- One (1) Pre-bid conference meeting
- One (1) Bid opening meeting
- One (1) Pre-construction meeting

List of Deliverables

- 60% Deliverable
- 90% Deliverable
- 100% Deliverable

Summary of Project Schedule

FNI agrees to complete the services as follows:

- Special Services (Task E): 100 Days after OWNER Notice to Proceed (NTP).
- Final Design: 300 Days after OWNER NTP.
- Bid and Award Phase: 90 Days after Final Design Approval

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

Summary of Fee for Engineering Services

FNI proposes to perform the basic and special services outlined in the above sections for a **total not to exceed fee of \$851,183**, and **not-to-exceed fee of \$265,151**, respectively for a **total project cost of \$1,116,334**, as shown in **Table 2**.

EXHIBIT B
PAYMENT TERMS

Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$0.00 per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for *actual*, non-salary expenses at the rate of Zero percent (0%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: (\$1,116,334.00).

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

Table 2: Summary of Fee for Basic and Special Services

Basic Services	
Description	CPM Fee
Tasks A & B: Project Management/Final Design Phase	\$573,405
Task C: Bid Phase	\$37,654
Task D: Construction Phase General Rep.	\$240,124
Basic Services Subtotal	\$851,183
Special Services	
Description	CPM Fee
Task E: Geotechnical Investigation	\$101,576
Task F: Materials Testing	\$108,575
Task G: Survey Allowance	\$55,000
Special Services Subtotal	\$265,151
Project Total (Basic + Special Services)	\$1,116,334

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Eight Hundred Fifty One Thousand One Hundred Eighty Three Dollars (\$851,183).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Two Hundred Sixty Five Thousand One Hundred Fifty One Dollars (\$265,151).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding.

Hourly Rate

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional 1	102	195
Professional 2	119	203
Professional 3	147	309
Professional 4	161	372
Professional 5	214	386
Professional 6	242	453
Construction Manager 1	112	170
Construction Manager 2	126	206
Construction Manager 3	165	214
Construction Manager 4	175	265
Construction Manager 5	214	324
Construction Manager 6	287	386
Construction Representative 1	91	111
Construction Representative 2	102	129
Construction Representative 3	109	195
Construction Representative 4	140	206
CAD Technician/Designer 1	74	133
CAD Technician/Designer 2	105	210
CAD Technician/Designer 3	140	247
Corporate Project Support 1	77	170
Corporate Project Support 2	84	250
Corporate Project Support 3	105	364
Intern / Coop	56	100
Senior Advisor	175	175

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Tech Charges</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated February 2025.

Alum Creek Collector Sewer 11/21/2024 Detailed Cost Breakdown		Project Fee Summary	
		Basic Services	851,182
		Special Services	265,151
		Total Project	1,116,334

Tasks					Subconsultants											Total				
Task	Start Date (Lookup from BST10 Tasks tab)	End Date (Lookup from BST10 Tasks tab)	Effort Curve (Lookup from BST10 Tasks tab)	Activity	Basic or Special	Task Description	Terracon	Baseline	Sub Name 3	Sub Name 4	Sub Name 5	Sub Name 6	Sub Name 7	Sub Name 8	Sub Name 9	Sub Name 10	Total Sub Effort	Total Effort		
																		\$ -	\$ -	
					Basic	Project Management												\$ -	\$ -	
					Basic	Internal kickoff meeting												\$ -	\$ 3,319	
					Basic	External kickoff meeting												\$ -	\$ 5,139	
					Basic	Periodic internal meetings												\$ -	\$ 12,484	
					Basic	Periodic client meetings												\$ -	\$ 28,950	
					Basic	External stakeholder meetings												\$ -	\$ 7,449	
					Basic	Maintain and monitor scope / schedule / budget												\$ -	\$ 5,506	
					Basic	One Page Reports / Periodic client communications												\$ -	\$ 9,439	
					Basic	Corporate Support (Scheduler)												\$ -	\$ 1,244	
					Basic	Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator)												\$ -	\$ 1,244	
					Basic	Project hours charged to OFFXX050												\$ -	\$ 1,694	
					Basic	Project Closeout												\$ -	\$ 4,606	
					Basic													\$ -	\$ -	
					Basic	Quality Management												\$ -	\$ -	
					Basic	Develop quality management plan												\$ -	\$ 1,546	
					Basic	Senior Advisor												\$ -	\$ 10,320	
					Basic	Quality Control reviews												\$ -	\$ 9,843	
					Basic	Quality Assurance reviews												\$ -	\$ 9,863	
					Basic	Constructability reviews												\$ -	\$ 10,975	
					Basic													\$ -	\$ -	
					Basic	Design Phase												\$ -	\$ -	
					Basic	Prepare Project Specifications												\$ -	\$ -	
					Basic	60% Submittal												\$ -	\$ 24,422	
					Basic	90% Submittal												\$ -	\$ 17,543	
					Basic	IFB Submittal												\$ -	\$ 7,636	
					Basic	Prepare Project Plans												\$ -	\$ -	
					Basic	60% Submittal												\$ -	\$ -	
					Basic	General Sheets (9 sheets)												\$ -	\$ 24,527	
					Basic	Plan and Profile Sheets (26 sheets)												\$ -	\$ 91,145	
					Basic	Details & SWPPP (15 Sheets)												\$ -	\$ 25,449	
					Basic	Traffic Control Plan (4 Sheets)												\$ -	\$ 15,439	
					Basic	90% Submittal												\$ -	\$ -	
					Basic	General Sheets (9 sheets)												\$ -	\$ 19,212	
					Basic	Plan and Profile Sheets (26 sheets)												\$ -	\$ 75,726	
					Basic	Details & SWPPP (15 Sheets)												\$ -	\$ 30,518	
					Basic	Traffic Control Plan (4 Sheets)												\$ -	\$ 13,744	
					Basic	IFB Submittal												\$ -	\$ -	
					Basic	General Sheets (9 sheets)												\$ -	\$ 7,644	
					Basic	Plan and Profile Sheets 26 sheets)												\$ -	\$ 47,551	
					Basic	Details & SWPPP (15 Sheets)												\$ -	\$ 12,251	
					Basic	Traffic Control Plan (4 Sheets)												\$ -	\$ 12,340	
					Basic	Permits												\$ -	\$ 8,321	
					Basic	OPCC												\$ -	\$ 8,765	
					Basic	Quality Control Review Meeting												\$ -	\$ 5,736	
					Basic	Submit Letter to TCEQ												\$ -	\$ 1,530	
					Basic	Bid Phase												\$ -	\$ -	
					Basic	Assist Owner in securing bids												\$ -	\$ 5,228	
					Basic	Assist Owner in conducting pre-bid conference												\$ -	\$ 4,676	
					Basic	Assist owner by responding to questions												\$ -	\$ 11,292	
					Basic	Assist Owner by tabulating and analyzing bids												\$ -	\$ 6,717	
					Basic	Prepare Issued For Bid Documents												\$ -	\$ 3,060	
					Basic	Prepare Issued For Construction Documents												\$ -	\$ 3,682	
					Basic	QA/QC Review												\$ -	\$ 2,969	
					Basic	Construction Phase												\$ -	\$ -	
					Basic	Prep/Attend pre construction conference												\$ -	\$ 4,886	
					Basic	Communication/Submit reports of const. progress												\$ -	\$ 7,443	
					Basic	Establish project documentation, review submittals												\$ -	\$ 27,674	
					Basic	Evaluate Contractor payment requests												\$ -	\$ 10,565	
					Basic	Mo Mtg w/ Site Visit (15) & Addl Site Visit(15)												\$ -	\$ 74,544	
					Basic	Review Contractor work quality												\$ -	\$ 12,804	
					Basic	Coordinate with testing laboratories												\$ -	\$ 3,279	
					Basic	Evaluate substitutions and RFIs												\$ -	\$ 35,274	
					Basic	Prepare any Change Order documentation needed												\$ -	\$ 17,873	
					Basic	Evaluate Contractor claims												\$ -	\$ 11,176	
					Basic	Assist in transfer and acceptance of work												\$ -	\$ 9,570	
					Basic	Conduct final review of project												\$ -	\$ 10,767	
					Basic	Prepare Record Drawings												\$ -	\$ 11,822	
					Basic	QA/QC Review												\$ -	\$ 2,759	
					Special	Resident Project Representative												\$ -	\$ -	
					Special	Resident Project Representative (Declined by Client)												\$ -	\$ -	
					Special													\$ -	\$ -	
					Special	Geotechnical Investigation												\$ -	\$ -	
					Special	Geotechnical Investigation		87,492										\$ 96,241	\$ 101,576	
					Special													\$ -	\$ -	
					Special	Material Testing												\$ -	\$ -	
					Special	Material Testing		87,777										\$ 96,555	\$ 108,575	
					Special													\$ -	\$ -	
					Special	Additional Survey												\$ -	\$ -	
					Special	Additional Survey			50,000									\$ 55,000	\$ 55,000	
																		\$ -	\$ -	
																		\$ -	\$ -	
																		\$ -	\$ -	
																		\$ -	\$ -	
Total Hours / Quantity							\$ 175,269	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Effort							\$ 192,796	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 247,796	\$ 1,116,334

EXHIBIT C
CERTIFICATE(S) OF INSURANCE



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. The General Liability policy does not contain an exclusion for Explosion, Collapse or Underground hazard.

Retro Date for the Professional Liability Policy is: 11/01/1965.



NOTICE OF CANCELLATION OR MATERIAL CHANGE - DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE	
1. Number of days advance notice:	
10 Days if we cancel for non-payment of premium.	
30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.	
2. Person or Organization's Name and Address	
Name:	PER THE SCHEDULE OF CERTIFICATE HOLDERS KEPT ON FILE BY THE AGENT, AS AGREED UPON BY THE AGENT
Attention:	
Street Address:	8300 GREENSBORO DR STE 980
City, State, ZIP:	MC LEAN, VA 22102-3616
e-mail address:	

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA72315XX (04-2019)
 Endorsement Effective Date: Endorsement Expiration Date:
 Endorsement No: 62; Page: 1 of 1
 Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7063394177
 Policy Effective Date: 10/23/2024



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 24; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7063394177

Policy Effective Date: 10/23/2024

Policy Page: 102 of 322



Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020009470633941940219





Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:
 - A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

20020009470633941940188



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. 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; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
 - 1. The **bodily injury or property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020009470633941940189





Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020009470633941940193





POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

Form No: CNA75014XX (01-2015)

Policyholder Notice Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 7063394180

Policy Effective Date: 10/23/24

Policy Page:

NOTICE OF CANCELLATION PROVIDED BY THE COMPANY

This endorsement changes the following:

Professional Liability Terms and Conditions

PROVISIONS:

If the Company cancels this policy for any statutorily permitted reason other than nonpayment of premium, the Company will mail or deliver notice of cancellation to the Person or Entity shown in the Notice Schedule below. The Company will mail or deliver such notice to the address provided by the **Named Insured** at least the number of days shown for cancellation in such Notice Schedule before the effective date of cancellation.

Notice Schedule

Number of Days Notice of Cancellation: 30

Person or Entity:

Any person or entity to whom the **Named Insured** has agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. the **Named Insured** sends the Company a written request to provide such notice, including the name and address of such person or entity, after the **Named Insured** receives notice from us of the cancellation of this policy; and
2. The Company receives such written request no later than 10 days after the **Named Insured** receives the notice of cancellation.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 107930947



NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. Number of days advance notice:

For nonpayment of premium:

10

For any other reason:

30

2. Name and Address of Person or Organization:

Per the schedule of certificate holders kept on file by the agent, as agreed upon by the agent.
8300 GREENSBORO DR STE 980
MC LEAN, VA 22102-3616

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA87380XX (11-2016)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 78; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 63394213

Policy Effective Date: 10/23/2024



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 58; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 63394213

Policy Effective Date: 10/23/2024

Policy Page: 197 of 205

May 8, 2025
Item No. 7.4.
Economic Development Master Plan

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: Economic Development Committee

Agenda Caption: Presentation, discussion, and possible action regarding a contract with TIP Strategies, Inc., for consultant services related to an update of the City's Economic Development Master Plan in an amount not to exceed \$145,000.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends that the City Council approve the contract.

Summary: A Request for Proposals was released in January 2025 to identify a consultant partner and develop a new Economic Development Master Plan, last updated in May 2020. Ten (10) responses were received. Based on the evaluation criteria, TIP Strategies, Inc. provided the most comprehensive proposal to address a roadmap for sustainable growth and development tailored to the unique needs and opportunities of College Station.

Performance of these services includes in-person visits by TIP staff to College Station to 1) conduct stakeholder engagement, including interviews, focus groups, and workshops; 2) present to City Council offering initial findings following stakeholder feedback; and 3) present to City Council with the final plan to coincide with the implementation workshop. TIP Staff will also be available for virtual engagements with City staff and officials, to include the City Council's Economic Development Committee.

Project deliverables include 1) project startup guide, 2) project meetings, 3) stakeholder input sessions, 4) data visualizations, 5) ED Master Plan document, and 6) implementation matrix.

Budget & Financial Summary: A one-time Service Level Adjustment of \$150,000 was included in the FY 2025 Budget for this project.

Total project cost will not exceed \$145,000. TIP Strategies will invoice the City in nine (9) equal monthly progress billings of \$15,000 from May 2025 through January 2026, for a total of \$135,000. The ninth and final invoice will be held until project completion.

An additional \$10,000 in reimbursable out-of-pocket/travel expenses is included for project expenses related to this engagement, to include such items as reasonable travel costs, data purchases, and reproduction of materials with no mark-up.

Attachments:

1. 25300462 TIP Strategies, Inc.

- (b) When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and
- (c) **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

**ARTICLE IV
TIME OF PERFORMANCE**

4.01 Except as provided in Article X herein below, the Consultant shall complete all of the work described in Exhibit "A" by the dates set forth below.
Final Report Completion and All Associated Workshops will be complete by January 31, 2026.

- OR -

4.01 Except as provided in Article X herein below, the 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). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

4.02 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

4.03 Consultant promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Consultant under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

**ARTICLE V
INDEPENDENT CONSULTANT**

5.01 In all activities or services performed hereunder, the Consultant is an independent Consultant and not an agent or employee of the City. The Consultant, as an independent Consultant, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the work on the Project. The Consultant shall have ultimate control over the execution of the work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subconsultants, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subconsultants except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

**ARTICLE VI
AUTHORIZATION**

6.01 The City shall direct Consultant to commence work on the Project by sending Consultant a "letter of authorization" to begin work on the Project.

6.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

6.03 Consultant shall consult with the City and may in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Consultant shall be an independent Consultant at all times and is not to be considered either an agent or an employee of the City.

**ARTICLE VII
WARRANTY**

7.01 As an experienced and qualified professional, Consultant warrants that the information provided by Consultant reflects high professional and industry standards, procedures, and performances. Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the work products prepared by Consultant, its employees, associates, agents, or subconsultants.

7.02 Consultant shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City’s sole discretion, as soon as possible, but no later than fifteen (15) calendar days after receiving notice of said errors, deficiencies, or unacceptable work product.

7.04 Any and all of Consultant’s work product (“Work Product”) hereunder shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Consultant’s possession or control and that are the City’s property or relate to the City or its business.

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

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

ARTICLE VIII INDEMNIFICATION & RELEASE

8.01 INDEMNITY

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

AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

- (b) **To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts named in section 8.01 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.**
- (c) **It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Contract.**
- (d) **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 this section, 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. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

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

**ARTICLE IX
INSURANCE**

9.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the

Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below:

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

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

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.

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

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

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be named on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

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

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of

individual exclusions being attached for review and acceptance.

- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

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

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

9.07 Workers’ Compensation/Employer’s Liability Insurance requirements. The Workers’ Compensation/Employer’s Liability Insurance shall include the following terms:

- (a) Employer's Liability limits of \$1,000,000 for each accident is required.
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
- (c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

9.08 Professional Liability requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting

period on this policy will not be sufficient to comply with the obligations hereunder.

(d) Retroactive date must be shown on certificate.

**ARTICLE X
TERMINATION**

10.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Consultant for the services properly performed and expenses incurred prior to the date of termination.

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

**ARTICLE XI
MISCELLANEOUS TERMS**

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

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

CITY:

City of College Station
Attn: Brian Piscacek
P.O. Box 9960
College Station, Texas 77842

CONSULTANT:

TIP Strategies, Inc.
Attn: Tracye McDaniel
13492 N Hwy 183, Ste 120-2:
Austin, TX 78750

11.03 Consultant, its employees, associates or subconsultants shall perform all the work hereunder. Consultant agrees that all of its associates, employees, or subconsultants who work on this Project shall be fully qualified and competent to do the work described hereunder. Consultant shall undertake the work and complete it in a timely manner.

11.04 The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Consultant may not knowingly obtain the labor or services of an undocumented worker. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

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

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

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

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

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

11.10 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

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

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

11.13 **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, Consultant 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, Consultant 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 Consultant herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

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

List of Exhibits

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

TIP STRATEGIES, INC.

By: Tracye McDaniel
Printed Name: Tracye McDaniel
Title: President
Date: 4/29/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

Exhibit A Scope of Services

Contract is for Economic Development Master Plan; as described in RFP 25-035.

Performance of these services includes in-person visits by TIP staff to College Station to 1) conduct stakeholder engagement, including interviews, focus groups, and workshops; 2) present to City Council offering initial findings following stakeholder feedback; and 3) present to City Council with the final plan to coincide with the implementation workshop. TIP staff will also be available for virtual engagements with City staff and officials, to include the City Council's Economic Development Committee.

Project deliverables include 1) project startup guide, 2) project meetings, 3) stakeholder input sessions, 4) data visualizations, 5) ED Master Plan document, and 6) implementation matrix.

ECONOMIC DEVELOPMENT MASTER PLAN (RFP #25-035)

A PROPOSAL FOR THE CITY OF COLLEGE STATION, TX
DUE FEBRUARY 20, 2025, 2:00 PM LOCAL





February 20, 2025

City of College Station, Texas
Delivered via Brazos Valley e-Marketplace

To Whom It May Concern:

TIP Strategies is pleased to present our proposal for the preparation of an economic development master plan for the City of College Station. As you evaluate proposals, we invite you to consider the advantages of our team.

- ▶ **WE HAVE A LONG HISTORY OF SUCCESSFUL PLANNING ENGAGEMENTS.** Since 1995, we have completed more than 600 engagements in 44 states and 7 countries, including throughout the Texas Triangle. Our portfolio includes projects in the San Antonio (e.g., Seguin, New Braunfels, Cibolo, Selma, Schertz, and Universal City), Houston (e.g., Pasadena, Sugar Land, Pearland, Katy, Fulshear, Rosenberg, Conroe, and Katy), Austin (e.g., Travis County, Georgetown, Pflugerville, Buda, Round Rock, and Cedar Park), and Dallas-Fort Worth (e.g., Dallas, Fort Worth, Arlington, Denton, Rowlett, Irving, Rockwall, Wylie, Flower Mound, Terrell, Kaufman, Waxahachie, Addison, Forney, Southlake, and Sachse) areas.
- ▶ **WE UNDERSTAND THE ECONOMIC DEVELOPMENT POTENTIAL OF HIGHER EDUCATION INSTITUTIONS.** Our team has helped clients create strategies that leverage postsecondary education institutions for economic and workforce development. TIP recently completed a tech transfer and commercialization plan for the Texas Higher Education Foundation and has also conducted economic development strategic engagements in other college towns throughout the state, including Arlington, Denton, Waco, Lubbock, Midland, and Abilene. In addition, we helped leaders in Green Bay, Wisconsin address challenges around attracting, retaining, and developing talent through a strategy to re-mission the University of Wisconsin-Green Bay (UW-GB) to become more R&D-focused. The strategic plan TIP created for Fort Wayne-Allen County, Indiana featured strategies for leveraging Purdue University and other regional higher education institutions to strengthen the local entrepreneurial ecosystem.
- ▶ **WE UNDERSTAND INNOVATION ECOSYSTEMS AND THE FACTORS THAT DRIVE INVESTMENT.** Helping our clients capitalize on innovation initiatives is an integral component of our strategic planning model. Currently, TIP is collaborating with the Rock Hill Economic Development Corporation (part of the Charlotte, North Carolina, MSA) on technology ecosystem mapping and the creation of a technology-focused economic development strategy. TIP's experience in leveraging technology extends from laying the groundwork for innovation districts (including planned districts in Fort Worth and San Antonio, Texas, to take advantage of medical technologies and cybersecurity assets, respectively), to assisting with the recruitment of a large-scale tech company in Detroit, Michigan.
- ▶ **WE HAVE A ROBUST WORKFORCE DEVELOPMENT PORTFOLIO.** Our talent-focused approach emphasizes connecting industry recruitment and retention efforts with the skills of the regional workforce and creating pathways for economic and career advancement for residents across the spectrum of skills and wealth. TIP's portfolio includes leading a statewide strategy to help the public workforce system support Texas talent and economic growth; creating an inclusive tech talent pipeline strategic plan for the Delaware Prosperity Partnership; and assessing skills gaps in life sciences, advanced manufacturing, and IT for the Borderplex Alliance (Texas).



- ▶ **WE ARE THOUGHT LEADERS IN ECONOMIC DEVELOPMENT.** TIP has been on the cutting edge of the practice of economic development for 30 years. Our principals bring a broad base of experience that includes running state and regional economic development programs, managing international trade efforts, and participating in venture capital initiatives.

Our team is excited by the prospect of working with you. We appreciate the opportunity to present our firm and our team members, and we encourage you to contact our references. Please feel free to call me at 512.343.9113 if you have any questions concerning our submittal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tracye McDaniel', with a stylized flourish at the end.

Tracye McDaniel, President

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TIP is an Austin-based firm providing consulting and advisory services to public and private sector clients. Established in 1995, the firm’s core competencies are strategic planning for economic development, talent strategies, organizational development, resiliency planning, and equity initiatives.

TAB A: QUALIFICATIONS & EXPERIENCE

TIP Strategies, Inc. (TIP) is submitting this proposal to assist the City of College Station (City) with an economic development master plan. Our team members are experienced in 1) leading economic development planning projects across the US and internationally; 2) structuring effective and sustainable organizations; 3) identifying appropriate target industries and designing effective marketing strategies to recruit them; 4) crafting talent retention, development, and attraction strategies; and 5) assisting with the implementation of economic development plans for cities, counties, regions, and states.



This goes way beyond just creating jobs.... This is about bringing leaders and communities together to be more intentional about economic growth and collaboration.

Peter Zaehring, VP (former)
Greater Green Bay Chamber (WI)



EXECUTIVE SUMMARY

TIP is a privately held Austin-based firm providing consulting and advisory services to public and private sector clients. Established in 1995, the firm's core competencies are strategic planning for economic development, talent strategies, organizational development, resiliency planning, and equity initiatives. Specific topics in which TIP has deep experience include entrepreneurship, target industries, workforce analytics, and defense industries/communities.

During 30 years in business, we have worked with clients throughout the country to develop innovative, publicly supported strategies. Our methods establish a clear vision for economic growth and shared prosperity. Community leaders across the country have embraced the TIP framework of Talent, Innovation, and Place to achieve successful and sustainable economies. Representative clients include the following.

- ▶ Texas Higher Education Foundation – Statewide Tech Transfer and Commercialization Strategy
- ▶ Travis County, TX – Economic Development Strategic Plan
- ▶ Greater Houston Partnership (TX) – Regional Workforce Development Task Force
- ▶ City of San Antonio, TX – Economic Development Strategic Plan
- ▶ City of Dallas, TX – Economic Development Strategic Plan Review and Implementation Assistance
- ▶ City of Fort Worth, TX – Economic Development Strategic Plan and Update
- ▶ Texas Workforce Commission – Talent and Economic Growth Pilot and Statewide Action Plan
- ▶ Texas Association of Business – Statewide Economic Development Plan
- ▶ City of Waco, TX – Economic Development Strategic Plan
- ▶ City of Arlington, TX – Economic Development Strategic Plan and Update
- ▶ City of Denton, TX – Economic Development Strategic Plan and Partnership Review
- ▶ Lubbock Economic Development Alliance (TX) – Economic Development Strategic Plan
- ▶ Midland Development Corporation (TX) – Priority Midland Community Visioning
- ▶ Mississippi Development Authority & Mississippi Research Consortium – Mississippi Innovation Plan
- ▶ Greater Fort Wayne Inc. and Fort Wayne–Allen County (IN) – ACT–Allen County Together Plan
- ▶ Greater Green Bay Chamber (WI) – Economic Development Strategic Plan
- ▶ Rock Hill EDC (SC) – Technology Ecosystem Mapping & Tech-Focused Economic Development Strategy

1995

YEAR FOUNDED

600+

ENGAGEMENTS

425+

CLIENTS

44

STATES

7

COUNTRIES

OUR LEADERSHIP

TIP is led by four principals who are ideally suited to assist the City with economic development strategic planning. They are joined by a staff of fulltime analysts, consultants, and production professionals experienced in managing projects similar in scope to the requested work. The TIP team also includes an extensive network of associates and partners whose multidisciplinary skills can be brought to bear on this project. Our principals have spent decades—first as practitioners, then as consultants—building relationships. Hiring TIP as your strategic partner brings access to a global brain trust of specialists and thought leaders.



TOM STELLMAN | CEO/FOUNDER

Tom brings a wealth of experience working with communities and businesses. As developer of TIP's model of Talent, Innovation, and Place, he has helped clients identify sustainable strategies to promote workforce and economic health.

TRACYE MCDANIEL | PRESIDENT

As a widely recognized strategist with experience in all facets of economic development and travel marketing, Tracye has earned a reputation for creating mutually beneficial partnerships across a broad spectrum of industries.

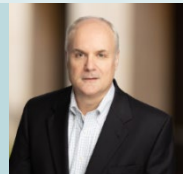


JON ROBERTS | MANAGING PARTNER

Jon is a nationally recognized leader in regional economic development. He has overseen projects throughout the US, as well as in Europe and Asia, and is a frequent speaker for the International Economic Development Council.

JEFF MARCELL | SENIOR PARTNER

Jeff leads high-profile national consulting engagements and provides input from the practitioner's point of view. Prior to joining the firm, he spent a decade leading the Economic Development Council of Seattle and King County.



OUR ADVANTAGE

TIP's national portfolio of consulting engagements spanning three decades, combined with hands-on program management experience, provides our team with a unique perspective.

- ▶ **WE HAVE WORKED EXTENSIVELY THROUGHOUT THE TEXAS TRIANGLE.** As an Austin-based firm, TIP has spent nearly three decades conducting economic development and workforce projects spanning from the Texas Panhandle to the Gulf Coast, including multiple statewide projects. We have completed numerous planning engagements in the San Antonio (e.g., Seguin, New Braunfels, Cibolo, Selma, Schertz, and Universal City), Houston (e.g., Pasadena, Sugar Land, Pearland, Katy, Fulshear, Rosenberg, Conroe, and Katy), Austin (e.g., Travis County, Georgetown, Pflugerville, Buda, Round Rock, and Cedar Park), and Dallas-Fort Worth (e.g., Dallas, Fort Worth, Arlington, Denton, Rowlett, Irving, Rockwall, Wylie, Flower Mound, Terrell, Kaufman, Waxahachie, Addison, Forney, Southlake, and Sachse) areas.

- ▶ **WE UNDERSTAND THE ECONOMIC DEVELOPMENT POTENTIAL OF HIGHER EDUCATION INSTITUTIONS.** Our team has helped clients create collaborative strategies that leverage postsecondary education institutions for economic and workforce development. TIP also has worked with many higher education institutions as clients, partners, and stakeholders. We recently completed a tech transfer and



I want to thank you for a job well done. You guys did great and thorough work and I appreciate the patience in working with a large group to build consensus through the end of the report.

David Cooke, City Manager
City of Fort Worth, Texas



commercialization plan for the Texas Higher Education Foundation, whose recommendations focused on coordination between Texas colleges and universities to better leverage the state’s higher education research, development, and innovation assets. In addition, we have also conducted economic development strategic engagements in other college towns throughout the state, including Arlington, Denton, Waco, Lubbock, Midland, and Abilene. Other examples include:

- ▶ **Green Bay, Wisconsin.** TIP helped leaders in Green Bay address challenges around attracting, retaining, and developing talent through a strategy to grow and re-mission the University of Wisconsin-Green Bay (UW-GB) to become more R&D-focused. The TIP-led planning process was also instrumental in galvanizing the creation of an engineering school at UW-GB. The Richard J. Resch School of Engineering began accepting students in the fall of 2019.
- ▶ **Fort Wayne-Allen County, Indiana.** The economic development strategic plan prominently featured strategies for leveraging Purdue University and other regional higher education institutions to strengthen the local entrepreneurial ecosystem, including the deployment of a venture fund and accelerator, the creation of additional student housing, and the expansion of academic programs in key industries.
- ▶ **San Luis Obispo, California.** During the TIP-led planning process, stakeholder and implementation partner California Polytechnic State University served as a key driver of the regional entrepreneurial and business support ecosystem, cleantech and other technology advancements, and talent attraction and development.
- ▶ **State of Mississippi.** We created a statewide innovation plan for a coalition of research universities that focused on better connecting the private sector with R&D from educational institutions.



We are very impressed by [TIP]. They have brought a high degree of expertise, experience and creativity to our economic development action plan, and that benefits everyone in our community.

John Urbahns, President and CEO
Greater Fort Wayne Inc. (IN)



- ▶ **WE UNDERSTAND INNOVATION ECOSYSTEMS AND THE FACTORS THAT DRIVE INVESTMENT.** Helping our clients capitalize on innovation initiatives is an integral component of our strategic planning model. Currently, TIP is collaborating with the Rock Hill Economic Development Corporation (part of the Charlotte, North Carolina, MSA) on technology ecosystem mapping and the creation of a technology-focused economic development strategy. TIP’s experience in leveraging technology extends from laying the groundwork for innovation districts (including planned districts in Fort Worth and San Antonio, Texas, to take advantage of medical technologies and cybersecurity assets, respectively), to assisting with the recruitment of a large-scale tech company in Detroit, Michigan. On behalf of Greater Spokane, Inc. (Washington), TIP devised strategies to fortify the life sciences and health sector in the region, which included working with medical education institutions to increase residency positions and attract R&D investments to support the attraction and retention of top talent.
- ▶ **WE ARE EXPERIENCED FACILITATORS.** Our team has decades of experience engaging stakeholders in-person and virtually. TIP’s consulting projects are typically guided by leadership teams comprised of representatives from multiple jurisdictions and areas of interest, including private business, economic development, higher education, and workforce. As a result, we have extensive experience balancing competing interests and identifying shared goals using a variety of mechanisms:
 - ▶ **Stakeholder task forces.** Our work on middle skills for the Greater Houston Partnership (Texas) focused on facilitating a task force of more than 100 members that included executives from the region’s largest employers, such as JP Morgan Chase, ExxonMobil, and AT&T. Our defense industry adjustment work for MassDevelopment was guided by an advisory committee comprised of high-level representatives from prime defense contractors, including Raytheon, Triton Systems, and General Dynamics.
 - ▶ **Private-sector experience.** During three decades of consulting, our team has engaged thousands of employers and business organizations representing every sector of the economy through personal interviews, focus groups, and online surveys. For example, our survey of employers for the Jefferson Parish Economic

Development Commission (Louisiana) drew 244 unique responses that helped identify the region’s talent gaps, highlight specific hard-to-fill jobs, and suggest strategies.

- ▶ **Listening sessions.** As part of our work for the Delta Regional Authority, we held listening sessions in each of the DRA’s eight member states to inform the agency’s regional development plan and help ensure the alignment of strategies with state level activities and priorities.
- ▶ **Public engagement.** As part of a visioning process for the North Iowa Corridor Economic Development Corporation, we conducted an extensive outreach process which was credited with catalyzing positive change, including gaining public approval of bond initiatives critical to the region’s future growth. TIP recently gathered qualitative data from more than 1,000 community survey responses during the creation of a comprehensive economic development strategy (CEDS) for Greater Spokane, Inc. (Washington).

▶ **WE HAVE A ROBUST WORKFORCE DEVELOPMENT PORTFOLIO.** We have a deep understanding of workforce. Our talent-focused approach emphasizes connecting industry recruitment and retention efforts with the skills of the regional workforce and creating pathways for economic and career advancement for residents across the spectrum of skills and wealth. TIP’s portfolio includes leading a statewide strategy to help the public workforce system support Texas talent and economic growth; creating an inclusive tech talent pipeline strategic plan for the Delaware Prosperity Partnership; and conducting a labor study, target sector analysis, and regional strategy for the West Kentucky Workforce Board. Additional projects include a statewide talent plan for the Oregon Talent Council and assessing skills gaps in life sciences, advanced manufacturing, and IT for the Borderplex Alliance (Texas).

▶ **WE KNOW HOW TO LEVERAGE ASSETS AND INFRASTRUCTURE TO SUPPORT ECONOMIC DEVELOPMENT.** TIP understands the important role that infrastructure plays in economic development. Infrastructure has been a focus of our recent strategic planning engagements for the Northwestern Indiana Regional Planning Commission, Lake County Partners (Illinois), and REACH (California Central Coast). Additionally, our SVP of Research & Development, Brent McElreath, specializes in infrastructure analysis; has authored, co-authored, and edited numerous white papers, articles, and serial reports on global property and infrastructure markets; and has monitored infrastructure investment performance in the US, Europe, Asia, and Australia.

▶ **WE HAVE A TEAM OF EXPERIENCED ANALYSTS.** Our research team is well-versed in analytical techniques and finding innovative approaches to provide clients with the information they need for decision-making. TIP’s lead analyst has three decades of experience using public and proprietary data sets to create clear and compelling industry, occupational, and market analyses. He has also overseen the development of our widely cited data visualization tools, which are featured on our website: <https://tipstrategies.com/visualizations/>.

▶ **WE HELP OUR CLIENTS ACHIEVE RESULTS.** Success metrics guide our planning process and form the basis of our implementation plans and workshops. We work with clients to identify metrics and determine if strategies are working or need adjustment. We can point to numerous examples of clients that have successfully implemented recommendations. For instance, the City of Auburn, Washington, has expanded and attracted aerospace and advanced manufacturing businesses, and the Lubbock Economic Development Alliance has made progress tapping into research and innovation assets at Texas Tech University and developing its downtown. Additionally, the Northeast Indiana Regional Development Authority was awarded the maximum \$50 million in state funding in 2021 based on the plan we created for the 11-county region.

▶ **WE BRING A PRACTITIONER’S PERSPECTIVE TO OUR WORK.** Our team members have spent decades first as practitioners, then as consultants, helping organizations across the country identify and attract well-suited target industries. As a result, we understand the factors that drive successful economies. Our approach recognizes that



Any city, community, or state would be very wise to choose TIP Strategies to help them find the path to a brighter future for their businesses and citizens.

Bill Popp, President & CEO
Anchorage Economic Dev. Corp (AK)



investment decisions consider a range of factors, including the available workforce, the presence of well-prepared industrial sites, a climate that fosters innovation, and a quality of place that will support the retention and recruitment of talent. For 30 years, TIP’s client engagements have been guided by this Talent, Innovation, and Place framework. This framework acknowledges that vibrant and resilient economies are not achieved passively. Competition for businesses, people, and funding is a challenge which must be met on all fronts. Our team’s experience working with cities, counties, regions, and states underscores the benefits of this holistic approach and confirms our view that economic vitality is irrevocably connected to the ability to influence these three key factors.

In short, our team has the capability, creativity, and commitment to get it right. Hiring TIP to lead your strategy process will result in 1) a shared vision for economic resilience; 2) clear strategies to support the vision; and 3) an actionable plan for moving forward.

PROJECT TEAM

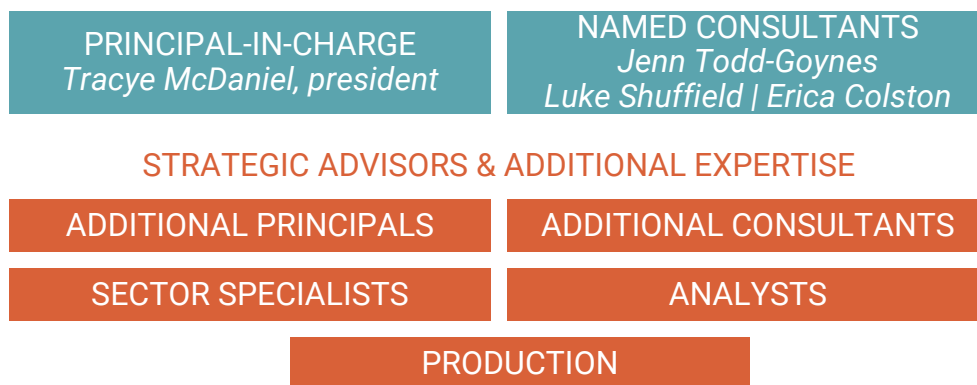
At TIP, the work of our consulting team is conducted under the direct supervision of a senior member of the firm. The **principal-in-charge** is actively involved in every phase. TIP president **TRACYE MCDANIEL** will act as principal-in-charge and will serve as the primary point of contact for this work. In this capacity, she will participate in the scoping of the project and provide technical and strategic input during each phase.

The principal-in-charge receives input from other senior members of our staff who serve as **strategic advisors** to the work. In addition, a **lead consultant** is assigned to manage each engagement and is responsible for day-to-day client communication, directing project research, and report writing. **JENN TODD-GOYNES**, senior consultant, will serve as lead consultant for this work and will be assisted in these duties by consultants **LUKE SHUFFIELD** and **ERICA COLSTON**. As shown in the staffing diagram below, the project leads are assisted by a team of **analysts** and **production professionals**, who have extensive experience preparing thought-provoking analyses and engaging deliverables.

Beyond the immediate project team, our process includes regular brainstorming sessions that involve the entire firm. At these meetings, project managers present their findings for peer review. We believe our clients benefit from this approach, which engages the full brainpower and expertise of our team in addressing their challenges.

A summary of qualifications for TIP personnel is provided in the remainder of this section. Resumes for key team members are provided as an appendix. Additional resumes are available upon request.

CLIENT-FACING TEAM



CLIENT-FACING TEAM

TRACYE MCDANIEL *President*



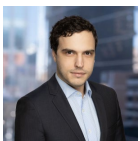
Tracye is a recognized trailblazer in the economic development and travel marketing industry, with expertise in international business development and marketing spanning more than 50 countries. For more than three decades, she has been a trusted advisor to CEOs, nonprofits, public organizations, and private enterprises. Tracye brings her experience as a widely recognized C-Suite level strategist and a reputation for creating mutually beneficial strategic partnerships across a broad spectrum of industries to her role as TIP president. She serves on the Environmental Management Advisory Board (EMAB) of Department of Energy, whose mission is to provide independent and external information and recommendation to Environmental Management. She is also past chair of the International Economic Development Council (IEDC), the world's largest economic development association, and served as co-founding chair of IEDC's Race and Economic Development (RED). Prior to joining the firm in 2019, Tracye founded McDaniel Strategy Ecosystems and served as president and CEO for two separate state-level marketing and lead-generation organizations: first in New Jersey (where she was appointed by then newly elected New Jersey governor, Chris Christie, and business leaders to serve as the founding CEO of Choose New Jersey) and later in Texas (where she headed up the Texas Economic Development Corporation). Tracye also served as executive vice president and COO of the Greater Houston Partnership where she teamed with business leaders to raise more than \$32 million and to devise and execute Opportunity Houston, the organization's successful economic development global marketing and lead generation initiative. Tracye also served on the Board of Regents of Texas Southern University, one of the nation's largest historically Black universities (HBCU). She holds a Bachelor of Science in Communications from the University of Texas at Austin.

JENNIFER TODD-GOYNES *Senior Consultant*



Jenn brings nearly 20 years of experience leading transformational projects focused on creating more vibrant, resilient, and sustainable communities that prioritize people, place, and economy. As a TIP consultant, Jenn manages projects that utilize her knack for taking on complex challenges that require visioning, strategic planning, and relationship building to achieve creative solutions and actionable strategies. Prior to joining the firm, Jenn worked for the City of Austin as a principal planner where she helped lead a citywide land development code rewrite, small area plans, and a new organizational strategy for the department. She also spent time at the District of Columbia Government where she was part of community engagement and urban planning efforts that reimaged existing infrastructure and established the city's first sustainability plan. With the International Economic Development Council, she designed regional economic development strategies with a focus on disaster recovery, identified strategies for sustainable industry development, and was the lead author of the RestoreYourEconomy.Org website. Jenn holds a Master of Science in Community and Regional Planning from the University of Texas at Austin along with a Bachelor of Arts in History and a Bachelor of Business Administration in Management from the University of Georgia. She lives in Denver with her husband, dog, and cat, enjoying adventures in the mountains and riding her bike around town.

LUKE SHUFFIELD *Consultant*



Luke joined TIP in January 2021 after seven years of experience in the tech industry, small business development, and education. As a consultant for the firm, Luke draws on his analytical expertise, diverse base of experience, and attention to detail to play a critical role in stakeholder outreach, client presentations, and final deliverables. His portfolio includes the firm's current innovation-focused work in Mississippi and strategic planning for the Town of Sahuarita, Arizona, as well as a recovery and resiliency plan for Northwestern Indiana. Luke was also instrumental in an 11-county planning effort for the Northeast Indiana Regional Development Authority, which resulted in the maximum award of \$50 million in state funding. Before joining TIP, he worked as an early member of the risk analysis team at Facebook, where he critically evaluated financial transactions for potentially fraudulent activity and made recommendations for algorithmic adjustment. Luke also brings to his

consulting engagements prior experience founding a startup, seeking incubator seed funding, and creating content for an online learning platform targeted at small business owners. Luke received a Bachelor of Arts in Political Science from Duke University, with an additional specialization in Markets & Management Studies.

ERICA COLSTON *Consultant*



Erica joined TIP in October 2023 after two years supporting economic development programs and partnerships in the Austin region and in other Texas metros. Her recent work includes finalizing an economic development strategic plan for the City of Georgetown, Texas, researching state-level and university technology transfer best practices for the Texas Higher Education Coordinating Board, and supporting organizational and workforce planning for Texas clients. Prior to joining the firm, she coordinated talent development programs and facilitated education partnerships at the Greater Austin Chamber of Commerce through Opportunity Austin, an initiative aimed at fostering job-creating investment across the region. Raising regional postsecondary attainment levels through college access support initiatives was a central aim of this work. She also previously coordinated defense innovation partnerships at Capital Factory, an Austin-based venture capital firm and incubator. In this role, Erica supported government partnerships with military and defense clients investing non-dilutive capital in emergent technologies. She has a background in public policy and national security research with the Institute for the Study of War. Erica is Ukrainian-American, and she holds a Bachelor of Arts in International Relations and Global Studies and in History from the University of Texas at Austin.

ADVISORS & ADDITIONAL EXPERTISE

TOM STELLMAN *Founder/CEO*



Tom brings more than 30 years of experience working with communities and businesses to identify collaborative strategies for achieving economic growth. As developer of TIP's model of Talent, Innovation, and Place, he has helped clients harness their energy and resources to focus on those factors that most impact their success. Over the last decade, Tom's consulting work has increasingly concentrated on the role of talent and social equity in achieving a sustainable future. His client-facing work has engaged high-level executives from many of the nation's leading companies, including JPMorgan Chase, ExxonMobil, and AT&T, along with its largest defense contractors, including Raytheon, Triton Systems, and General Dynamics. As CEO, he embodies TIP's commitment to getting it right. Prior to founding the firm, Tom served as director of international business development and marketing for the State of Texas, where he assisted Texas companies looking to expand and locate in international markets. He also served as staff to the Texas Mexico Authority and as border development coordinator for the state. Tom received a Bachelor of Arts in Government from the University of Texas at Austin and studied at UT's Institute of Latin American Studies.

JON ROBERTS *Principal/Managing Partner*



Jon has focused on the role of innovation and technology in economic development since the 1980s. Upon joining TIP as a principal and managing partner in 2000, Jon helped transition the company from its Texas-based site selection practice to a national strategy firm. As managing partner, Jon plays an instrumental role in strategic goalsetting. He has also amassed an impressive portfolio that includes planning work from New York to California, with significant regional projects in the Mississippi Delta, Seattle's Puget Sound, and the Great Lakes area. Prior to joining the firm, Jon was the director of business development first for the State of Washington and then, under Governor Ann Richards, for the State of Texas. During the transition to Governor Bush's tenure, he helped restructure the state's economic development organization and then co-authored the new strategic plan for the State of Texas. Jon also has deep ties to the state of Oregon. He was vice-president with the Oregon Technology Fund and lead investor for the Hood River Brewing Company, managed two start-up technology companies (Fiberlite Composites and LifePort Inc.), and founded a mountain bike company in Portland, Oregon (Fat Tire Farm). He received his BA and MA degrees from the University of Hawaii and did post-graduate work towards his PhD at the University of Oregon. Born and raised in Germany, Jon now resides in Austin and spends his summers in Bend, Oregon.

JEFF MARCELL *Senior Partner*



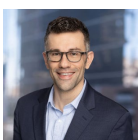
Jeff has more than two decades of experience in economic development as a practitioner and consultant. This “hands-on” experience brings a deep understanding of how to structure high-functioning, competitive organizations. As a principal, Jeff leads TIP’s high-profile national consulting engagements and contributes to the strategic planning of the business. His client portfolio includes facilitating the Governor of Delaware’s Economic Development Taskforce that established a new public-private partnership for economic development, supporting the Detroit Regional CEO Group in a review of employer-led solutions to workforce challenges, and leading multiple phases of the State of Washington’s defense industry adjustment strategy. Prior to joining TIP in 2014, he was with the Economic Development Council of Seattle and King County for a decade, first as executive vice president and COO and then as the president and CEO. During this time, he was active in statewide and regional organizations, including serving in leadership roles on the regional workforce council and a number of industry trade associations. His involvement with these groups coupled with his corporate recruitment experience gives him vital insights into the requirements of firms in a variety of industries. Jeff holds a law degree from the South Texas College of Law, a BA in political science from the University of Illinois at Chicago, and a certificate in Nonprofit Management from the University of Washington. An avid mountaineer, Jeff makes a point to carve out time to tackle some of the world’s most challenging peaks from his home base in the Seattle area.

ALEX COOKE *Senior VP Consulting*



Alex has over 30 years of experience that includes economic development, management consulting, higher education, and legislative affairs. Since joining TIP in 1997, he has managed economic strategy projects for local, regional, state, and federal clients extending from Alaska to the US Virgin Islands. Alex began his career at TIP running the Invest in Texas Alliance, an international marketing consortium that generated dozens of foreign direct investment leads for Texas communities and utilities. Today, as a senior vice president of consulting services, Alex is responsible for both client engagement and managing TIP’s team of consultants. Alex’s areas of expertise include facilitating public-private partnerships for economic development, preparing economic development organizational plans, and tracking the aerospace and defense sector. He is a member of the Association of Defense Communities and has worked at the local and state levels on defense-related economic development projects. His other professional experience includes working as a public-sector management consultant with MGT of America and as Director of Research and Grants for the International Business Education Program at Texas Tech University’s Rawls College of Business. Alex holds a Master of Public Affairs from the LBJ School of Public Affairs at University of Texas at Austin and a Bachelor of Arts from Texas Tech University. Alex lives in Austin with his son and dog, where he enjoys playing pickleball, hiking the city’s trails, and smoking BBQ.

JOHN KARRAS *VP Business Development*



John has spent nearly two decades working as a national economic development strategist in communities across 40 US states, as well as Mexico and Canada. In addition to his consulting portfolio, John has built a reputation as a leading thinker on urban revitalization trends and their impact on economic development. In his role as vice president of business development, John focuses on building and maintaining TIP’s client relationships. In this work, as in his consulting engagements, he channels his understanding of the factors that drive urban vitality to empower economic development professionals and civic leaders with the knowledge and tools needed to make their communities more vibrant. Prior to joining the firm in 2014, John founded urbanSCALE.com, which introduced the first comprehensive measure of how urban a city is on a scale of 1 to 10. Before entering the economic development field, John worked at the New York City Department of Transportation’s Division of Planning & Sustainability and as an urban planning/GIS specialist with AECOM. He holds a Master of Science in Community & Regional Planning from the University of Texas at Austin and a Bachelor of Science in Geography from Texas State University in San Marcos. John is a frequent speaker at economic development conferences, serves as an instructor of training and professional development courses for economic

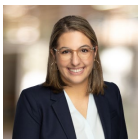
development practitioners, and teaches as an adjunct lecturer at UT-Austin. John lives in Austin with his wife and son, where he lives out his obsession of finding and tasting the world’s best tacos and barbeque.

ELIZABETH SCOTT *Senior Consultant*



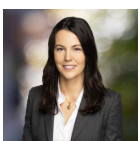
Elizabeth has nearly 20 years of experience managing diverse projects including business recruitment and retention, economic and workforce development strategies, socioeconomic impact analyses, and land use studies. Elizabeth draws from her deep experience with regional strategies to manage TIP projects—working closely with community, business, and academic leaders to develop comprehensive strategies that improve economic vitality and quality of life. Before joining TIP in 2019, Elizabeth directed business recruitment, retention, and expansion efforts for the Columbia River Economic Development Council (CREDC) in Clark County, Washington. During her tenure with CREDC, she also successfully managed several multi-million-dollar grant programs across the Greater Portland-Vancouver region. Early in her career, she also supported BRAC/NEPA projects by providing socioeconomic analysis for environmental assessments and environmental impact statements. She received a Master of Natural Resources from Virginia Tech and a Bachelor of Arts in History and Sociology from the University of Tampa. Elizabeth lives in Michigan’s Upper Peninsula with her husband and three children, where they can be found exploring the woods by foot, bike, or skis.

ALEXIS ANGELO *Consultant*



Alexis has over ten years of experience impacting historically under-resourced communities through designing, implementing, and measuring social and economic programs in the non-profit, public, and private sectors. She has managed a wide range of projects focused on economic development funding, workforce development, higher education, accelerator programs, and public policy analysis. Alexis brings her experience with recovery and resiliency funding through the EDA and her experience with developing and supporting workforce development and education-based programming. At the EDA, Alexis collaborated with community partners to design economic development responses to the COVID-19 pandemic through the CARES Act, managing over \$28 million in grant funds. While at Project GRAD in Houston, Texas, she supported an effort to make high-growth career opportunities accessible within Houston’s low-income communities through data-driven programming and collaboration with community stakeholders. Her research experience includes a Michael and Susan Dell Foundation-funded project at the LBJ School of Public Affairs to study the effectiveness of the workforce development ecosystem in Central Texas. Alexis received a Master of Public Affairs from the LBJ School of Public Affairs at the University of Texas at Austin. She has a Bachelor of Arts in History and a minor in Political Science from Trinity University.

VICTORIA WILSON *Consultant*



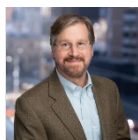
Victoria has over 10 years of experience applying her knowledge of data, research, and community engagement toward research and consulting projects. Through this work she has collaborated closely with community leaders and industry experts to develop and execute successful strategies to advance their policy goals. At TIP, she has managed economic development engagements at the city, county, and state levels focused on community outreach, organizational alignment, and fostering innovation. Her most recent work includes managing the economic development strategic planning process for Pinellas County, Florida, and the Town of Flower Mound, Texas, as well as supporting the delivery of state-wide strategic plans on behalf of the Delaware Business Roundtable and the Texas Association of Business. Prior to joining TIP Strategies in 2021, she worked in the affordable housing space, analyzing and developing policies that would increase the supply of affordable housing in Texas. Victoria also conducted transportation and international trade research for several years, during which she specialized in the impacts of trade flows and corridors on the communities they serve. As a native Spanish speaker, Victoria has extensive experience engaging stakeholders in Mexico and the US in the language, as well as translating written materials. She holds a Master of Public Affairs from the University of Texas at Austin and a Bachelor of Arts in Philosophy and German from Colgate University.

MISHKA PARKINS *Consultant*



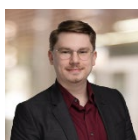
Mishka has experience managing economic development technical assistance and research projects. Her recent work includes the preparation of economic development strategic plans for the Greater Baltimore Committee (Maryland); the City of San Luis Obispo, California; and the City of Clovis, New Mexico, and the facilitation of the first two cohorts of the International Economic Development Council's (IEDC's) Equitable Communities Initiative, providing technical assistance to communities looking to address diversity, equity, and inclusion in their planning efforts and service delivery. Prior to joining TIP in 2021, Mishka spent more than seven years in nonprofit sector research, programming, content development, and project management. At the International Economic Development Council, she facilitated peer learning and supported professional development through various knowledge management activities that included webinars, workshops, and technical assistance projects. She received a Master of Public Administration from Washington Adventist University and a Bachelor of Science in Marketing from the University of Maryland, College Park.

BRENT MCELREATH, AICP SVP, Research & Development



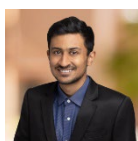
Brent has more than 25 years of experience in comparative urban economic analysis of US and international cities. He has authored, co-authored, and edited numerous white papers, articles, and serial reports on global property and infrastructure markets and has monitored infrastructure investment performance in the US, Europe, Asia, and Australia. As senior vice president of TIP's research effort, Brent brings his extensive experience managing public- and private-sector research teams and an understanding of global economic and demographic drivers to TIP's client work. As a vice president at MSCI prior to joining TIP, Brent participated in the development of a geographically standardized global tool that evolved from the consolidation of dozens of asymmetrical national databases. While at PPR (now CoStar), he supervised the publication of 250+ quarterly property market forecasts. Other achievements in his career have included the design of a scenario modeling system for analyzing urban growth patterns; improvements and refinements to outdated models of fiscal impact analysis; and the design of data collection systems for analyzing and modeling global real estate markets. Brent is an AICP-certified planner and a long-time member of the American Planning Association. He received a Master of Community and Regional Planning and Bachelor of Business Administration in Finance from the University of Texas at Austin.

EVAN JOHNSTON *Senior Analyst*



Evan has nearly 10 years of experience and specializes in regional labor market analysis and data manipulation. As a senior analyst at TIP, he organizes data systems for visualization and dissemination, creates data-driven analytics across a variety of topics, and researches policy to help contextualize the data. His recent work includes developing TIP's occupational assessments of job risk, quality, and access in addition to expanding the firm's workforce analytics with an equity lens and an increased emphasis on where and how people work. His previous experience includes research on gender diversity in high-tech employment growth and the development of entrepreneurial ecosystems at the IC2 Institute and the McCombs School of Business at the University of Texas at Austin.. Evan holds a Bachelor of Arts in Economics and Psychology and a Bachelor of Science in Mathematics from the University of Texas at Austin in addition to certificates in applied statistical modeling, computer science, and business.

AJAY KASTURIRANGAN *Analyst*



Ajay has experience in machine learning, big data, and dashboard creation. He recently drew from this expertise to present on the urban commute for visually impaired individuals in New York City at the 2023 Applied Urban Science Conference. As a member of TIP's research and development team, Ajay leverages his analytical skills, honed through rigorous research and academic roles. He helps devise data-driven tools and dashboards to monitor quantitative and qualitative economic indicators for TIP's clients. Before joining the firm, Ajay was a data analyst in the insurance industry, crafting enterprise-level dashboards and working extensively with sales, risk, and financial data. One standout project he created while in this role was a visualization

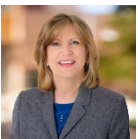
of flood risks for highway projects, which served to enhance transparency for insurance clients. In addition, Ajay previously served as a course assistant for graduate-level courses in machine learning and data analytics at New York University (NYU). He holds a Master of Science from NYU's Center for Urban Science + Progress and a Bachelor of Technology from Manipal Institute of Technology.

REECE NEATHERY *Analyst*



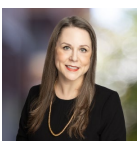
Reece has experience developing municipal and county-level comprehensive plans, including stakeholder-focused projects aimed at creating long-term growth plans for rural Texas communities. While previously working in the real estate field, he provided data analysis and visualization of proprietary real estate data to report trends in both housing and commercial markets. As an analyst at TIP, Reece gathers and analyzes fiscal, demographic, and commercial real estate data to allow project consultants to communicate clearly with stakeholders. He specializes in GIS mapping and analysis, using maps to effectively convey the information contained in a dataset in a way that is easily understood and visually appealing. Reece received his Master of Urban Planning from Texas A&M University, where he performed extensive research on placemaking and walkability in regions of extreme heat. He also earned a Bachelor of Science in Geography with a minor in Mathematics from the University of Alabama.

KAREN BEARD *SVP, Production*



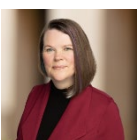
Karen has 30 years of experience thinking about economic development and community planning from a data, policy, and strategy perspective. Since joining TIP in 2000, she has filled both client-facing and "home team" roles for the firm. As a research associate and then a consultant, she managed client engagements in Texas and across the US. Her major projects included the preparation of talent-driven strategies for clients in military-dependent regions including northern Kentucky (Fort Knox), central Texas (Fort Hood), middle Tennessee (Fort Campbell), and east Alabama (Anniston Army Depot). In her current role as senior vice president of production, Karen helps coordinate the firm's client deliverables. Karen's prior experience includes working as a researcher for several state agencies including the Texas Department of Commerce, the Texas Rehabilitation Commission, and the State Bar of Texas. She has a background in survey research and taught the data analysis component of the Texas Basic Economic Development Course from 2006 to 2020. She received a Master of Community and Regional Planning and Bachelor of Arts in Sociology from the University of Texas at Austin. Karen lives in Austin with her husband and children, but escapes to their tiny hideaway in Rockport, Texas, every chance she gets.

MEREDITH EBERLE *Senior Graphic Designer*



Meredith possesses more than a decade of experience in graphic design. As TIP's senior graphic designer, Meredith draws on both her career experience and fine-arts education to help shape the look and feel of TIP's presentations, communications, and deliverables. Her contributions include design and layout; custom infographics, maps, and illustrations; project websites; and other creative digital and print media. Meredith studied at The School of The Art Institute of Chicago and the University of North Texas, graduating with honors. She received a Bachelor of Arts in Photography with a minor in Social Science. Outside of TIP, Meredith pursues other artistic endeavors, including music, photography, and writing, which further shape her creative contributions to the firm.

TINA AVENT *Designer*



Tina has nearly two decades of design experience, including expertise in user interface (UI), user experience (UX), and accessibility standards. At TIP, Tina prepares client deliverables and presentations, creates and maintains design assets, and designs and packages Tableau deliverables. She holds an associate degree in UI/UX from Austin Community College (Austin, Texas) and studied graphic design and photography at the University of North Texas (Denton, Texas).

FIRM EXPERIENCE (PAST 36 MONTHS)

Over the past thirty-six (36) months, we have successfully undertaken dozens of projects of a similar scope and size. The following projects showcase the most relevant examples of our recent work. Please refer to our references in Tab D for a more in-depth overview of additional projects in Texas and across the country.



CITY OF GEORGETOWN, TX | ECONOMIC DEVELOPMENT STRATEGIC PLAN

The City of Georgetown worked with TIP on a five-year economic strategic development plan to ensure it could continue to leverage its success as one of the nation's fastest growing communities while still enhancing its quality of place. After comprehensive data analysis and stakeholder outreach, TIP crafted three major goals for the City that focused on business development, talent development, and placemaking. Recommendations under these goals—including positioning Georgetown with later-stage startups, engaging existing education and workforce collaborations, and reinforcing quality of place assets—situate the City to best utilize its competitive position.

Image Credit: Georgetown downtown at night courtesy of the City of Georgetown, Texas.



CITY OF ARLINGTON, TX | ECONOMIC DEVELOPMENT STRATEGIC PLAN (UPDATE)

City leaders engaged TIP to revisit the economic development strategic plan prepared by the firm in 2014. The update recognized milestones that occurred in the intervening years, such as UTA's designation as a major research center. In addition to a review of commercial real estate trends and an update of the city's target sectors, the plan included guidance for the investment of revenues generated by the newly established sales tax. The funding framework laid out four avenues: a targeted areas fund, an opportunity fund, a deal-closing fund, and an innovation fund.

Image Credit: Downtown Mural courtesy of the Arlington Economic Development Corporation.



ROSENBERG DEVELOPMENT CORP. (TX) | ECONOMIC STRATEGIC PLAN 2024-2033

To assist with a lack of industrial and retail development, which threatens to strain the tax base and limit the community's ability to capture business expansion from nearby Houston, the Rosenberg Development Corporation (RDC) engaged TIP to prepare a 10-year plan. The plan focused on development-related goals to drive growth, as well as organizational goals to help the RDC meet the needs of its growing community. These strategies better position Rosenberg to maximize industrial and retail opportunities while equipping the RDC to expand capacity by strengthening market data, workforce development, and small business and entrepreneurship resources.

Image Credit: Courtesy of the Rosenberg Development Corporation.



MCALLEN ECONOMIC DEVELOPMENT CORPORATION (TX) | INNOVATE MCALLEN

The MEDC engaged TIP to prepare an economic development plan. *Innovate McAllen* combines insights from discussions with local stakeholders and an extensive quantitative analysis to deliver a technology-driven strategy for the region. The work was guided by a 20-member steering committee that helped refine TIP's understanding of regional challenges and opportunities. The three goals outlined in the plan build on the MEDC's vision by leveraging target sector opportunities, developing the talent to support them, and creating places that foster innovation.

Image Credit: McAllen Convention Center by Joel Pacheco via Wikimedia Commons (CC-BY-SA-4.0).



ROCKWALL ECONOMIC DEVELOPMENT CORP. (TX) | STRATEGIC PLAN 2023-2027

TIP led a coalition of partners in updating the EDC's 2017 strategic plan. The work was guided by an 18-member steering committee representing public and private sector interests and included robust data analysis and stakeholder input. TIP proposed a three-pronged approach to the update: taking concerted action to maintain and enhance Rockwall's competitive position; supporting efforts to build the pipeline of skilled talent that current and future employers need; and ensuring the availability of quality, shovel-ready sites to accommodate expansions and new investment.

Image Credit: Rockwall harbor courtesy of Rockwall Economic Development Corporation.



CITY OF IRVING, TX | ECONOMIC DEVELOPMENT STRATEGIC PLAN UPDATE

The City of Irving engaged TIP to prepare a new five-year economic development strategic plan to update the previous plan TIP prepared in 2017. First, TIP sought stakeholder insights across more than 25 roundtable sessions. TIP also conducted a quantitative analysis of Irving’s competitive position relative to benchmark geographies. This in-depth analysis featured an assessment of Irving’s target industries (including existing companies, workforce, and infrastructure) and an evaluation of 12 development opportunity sites. The resulting plan provides strategies to realize Irving’s economic future through bold, transformative projects that center innovation, reinvention, and placemaking.

Image Credit: Toyota Music Factory image courtesy of Greater Irving-Las Colinas Chamber of Commerce.



PASADENA EDC (TX) | STRATEGIC PLAN FIVE-YEAR UPDATE

TIP completed an update to the economic development strategy that we prepared for the EDC in 2018. Since adopting the 2018 plan, the EDC has facilitated \$2.5 billion in capital investment, 120 new business and expansion projects, and the creation of 2,300 new jobs. The updated goals build on this momentum, focusing on marketing and image, business development, workforce, catalyst projects, tourism and retail, and the support structures necessary for future growth. Just weeks after the plan update was finalized, the Houston metro area’s name was formally changed to the Houston-Pasadena-The Woodlands MSA, reinforcing the city’s role as a major regional hub and helping inspire the EDC and its partners to capitalize on future opportunities.

Image Credit: Bay Port Courtesy of Pasadena Economic Development Corporation.



TEXAS HIGHER EDUCATION FOUNDATION | TECH TRANSFER & COMMERCIALIZATION PLAN

TIP was engaged by the Texas Higher Education Foundation to analyze the current state of technology transfer and commercialization in Texas. More than 400 individuals were engaged in the planning process through surveys, roundtables, and interviews. TIP also conducted an extensive analysis of Texas’ performance across a variety of innovation measures and reviewed promising practices in benchmark states. The resulting report provided recommendations in three goal areas: (1) strengthening technology transfer support structures at higher education institutions; (2) bolstering regional innovation ecosystems across the state; and (3) addressing the foundational supports needed for success.



CITY OF SAN LUIS OBISPO, CA | ECONOMIC DEVELOPMENT STRATEGIC PLAN UPDATE

In 2022, the City engaged TIP to update its economic development strategy. The planning process included an interactive economic analysis data visualization that was supplemented by interviews, focus groups, and a community survey that garnered nearly 1,000 responses. TIP also assessed the City’s current economic development efforts, prioritized potential catalyst projects, and conducted a review of national best practices. Five guiding principles emerged: (1) maintaining a dynamic economic and business environment, (2) expanding economic opportunities for all, (3) ensuring economic vitality through climate- and system-focused sustainable growth, (4) enhancing internal and external collaboration, and (5) expanding partnerships.



GREATER BALTIMORE COMMITTEE (MD) | 10-YEAR ECONOMIC OPPORTUNITY PLAN

In 2023, the Greater Baltimore Committee (GBC) engaged TIP to help create a 10-year economic opportunity plan. The plan articulates a bold agenda that will influence GBC’s priorities and help guide private and public investments. Roundtables and interviews with stakeholders across the seven-jurisdiction Baltimore Region, input from six working groups, and guidance from a 34-member steering committee helped shape the recommendations. Along with an extensive quantitative analysis of the region’s competitive position, TIP conducted an online survey of site selection-related professionals familiar with the Baltimore market. The final plan lays out strategies for advancing inclusive regional economic opportunity in three goal areas: strong and innovative industry sectors, vibrant and connected places, and a skilled and flexible labor force.

Image Credit: Baltimore, Maryland, downtown skyline aerial via AdobeStock.

TAB B: RATES & EXPENSES

The not-to-exceed project cost for completion of this work is \$145,000. The fee for completion of this work is \$135,000. Approved travel and related expenses will be billed at cost, not to exceed \$10,000.00. If we are selected based on our approach, qualifications, and experience, our team will work with the City to align the scope with the financial resources available for the execution of this project.

FEES

Our contracts are typically structured as a flat fee, payable in set monthly installments based on the estimated length of the engagement. The breakdown by task shown below is an estimate and is intended to reflect anticipated level of effort.

PHASE/TASK	FEES
DISCOVERY	\$48,750
1.1 Project launch	\$3,125
1.2 Planning alignment	\$4,125
1.3 Baseline analysis & benchmarking	\$16,250
1.4 Engagement	\$20,375
1.5 Competitive position	\$4,875
OPPORTUNITY	\$47,000
2.1 Strategic direction	\$1,850
2.2 Innovation infrastructure	\$14,125
2.3 Real estate & development opportunities	\$13,150
2.4 Entrepreneurial ecosystem	\$8,000
2.5 Opportunity workshop	\$5,000
2.6 Best practices	\$4,875
IMPLEMENTATION	\$39,250
3.1 Strategic plan	\$27,125
3.2 Implementation matrix	\$3,125
3.3 Final presentation	\$4,125
3.4 Implementation workshop	\$4,875
TOTAL COST	\$135,000

EXPENSES

Expenses are subject to approval and are billed at cost at the end of the month incurred. They include custom data purchases (if any) and travel and lodging associated with conducting this work.

- ▶ **Travel.** We anticipate a combination of virtual and in-person meetings for this work. The not-to-exceed amount provided above assumes between three to four in-person trips to the region. The per unit cost shown below are

estimates only. Actual trips may include a mix of travel modes and varying levels of staffing, travel days, etc. The timing and number of trips would be discussed as part of the development of a project work plan.

- ▶ **Deliverables.** All deliverables will be in electronic format. If requested, TIP can provide printed copies at cost. All deliverables will be provided in TIP's color scheme and fonts unless custom branding is agreed upon in advance.

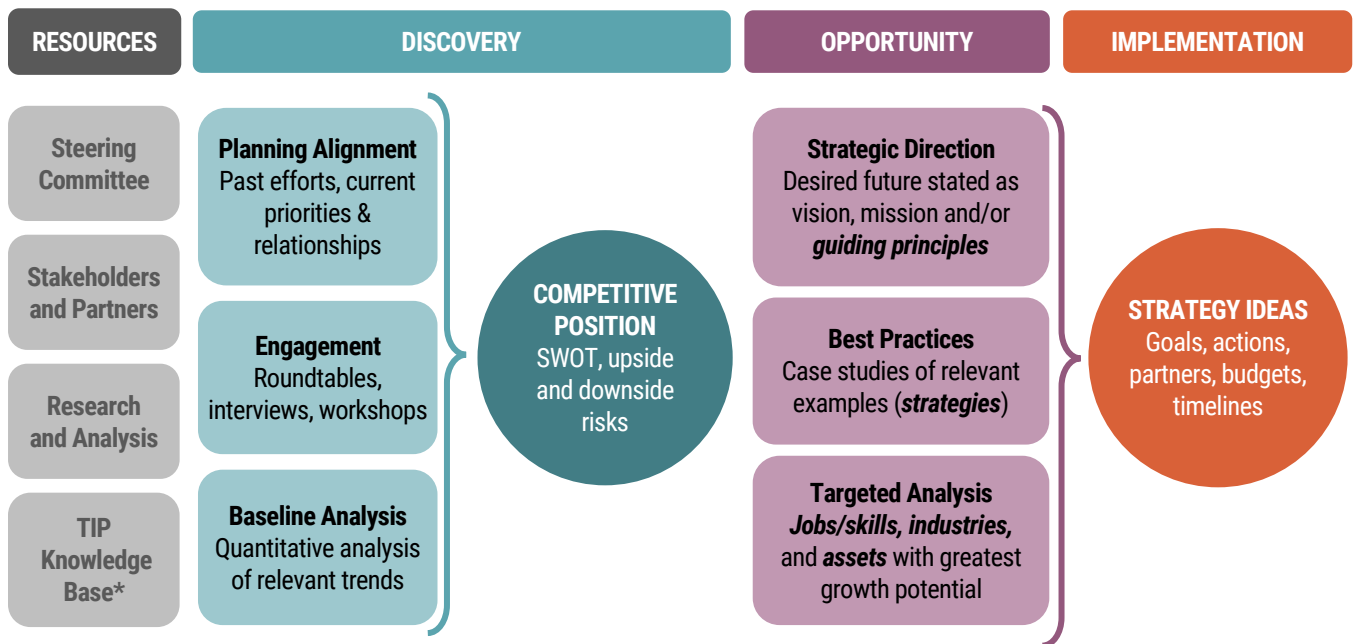
ESTIMATED TRAVEL EXPENSES PER TRIP	COST <i>PER UNIT</i>	MODE	
		<i>AIRLINE</i> <i>(1 staff member)</i>	<i>AUTO</i> <i>(2 staff members)</i>
Airfare (roundtrip fare for 1 staff member)	\$336	\$336	–
Parking	\$20	\$60	–
Car rental/ground transportation	\$100	\$300	–
Meals & incidentals (for 3 staff members total)	\$50	\$150	\$300
Lodging (2 nights, 3 staff members)	\$200	\$400	\$800
Mileage (220 miles roundtrip from Austin, TX)	\$0.70	–	\$154
TOTAL ESTIMATED EXPENSES PER TRIP BY MODE		\$1,246	\$1,254

TAB C: METHODOLOGY

The scope that follows assumes work will commence in April 2025 and estimates seven months for project completion. All named team members (Tab A) will contribute to each phase. As the timeframes indicate, phases and tasks may overlap, taking place concurrently rather than sequentially to best meet client needs.

We have an established approach to our strategic planning engagements. In our years of leading consulting projects across the country, our three-phase Theory Into Practice (TIP) planning model—Discovery, Opportunity, Implementation—has proven flexible enough to address the variety of challenges our clients face. Beyond its value as an organizing structure, the TIP planning model helps reinforce our team’s deep commitment to getting it right. The Discovery phase reflects our interest in learning what makes a community or region unique. By its very name, the Opportunity phase ensures a focus on identifying the big ideas that will contribute to the community’s economic vitality and garner widespread support for the planning process. And, finally, the Implementation phase keeps us focused on the desired outcome and the steps needed to translate ideas into action.

THEORY INTO PRACTICE PLANNING MODEL



**Extends beyond immediate project team. Includes prior reports and partner network.*

PROJECT MANAGEMENT

TIP team members employ the following project management protocols to ensure clear communication, a quality product, and the ability to quickly address any concerns. Our commitment to getting it right is demonstrated by numerous repeat clients over the life of the firm.

- ▶ **Project guide.** As part of the project launch, we will prepare our *Project Startup Guide*, which sets clear, mutually agreed upon expectations for the engagement. The guide includes anticipated client tasks by phase as well as a detailed list of items we typically request at the outset of the project.
- ▶ **Team meetings.** We will meet with staff regularly to report on findings and discuss upcoming tasks. These meetings will allow us to achieve consensus on specific goals and provide the opportunity to refine our work

product as we go. The frequency of these meetings will be agreed upon during the project launch. If desired by the client, we can also provide brief written updates about progress made during the past work period. The frequency of meetings and any written progress reports will be agreed upon during the project launch.

- ▶ **Steering committee.** We recommend the creation of an oversight committee to help guide and shape the plan. Members are responsible for attending monthly meetings, providing input on strategies, and reviewing deliverables.
- ▶ **Data collection & analysis.** To minimize errors, we adhere as closely as possible to reputable, primary sources and use an internal peer review process when creating new products and methodologies. Quantitative work is reviewed by the R&D and Production teams, lead consultant, and principal-in-charge before it is submitted to the client.
- ▶ **Quality control.** TIP's Production team will ensure that deliverables are clear, concise, and meaningful. We review all deliverables before submittal to the client or the public. Final deliverables are professionally proofread and prepared in a graphically pleasing and user-friendly manner. This process should be factored into timelines for deliverables.
- ▶ **Client involvement.** Our team will work closely with the City and seek assistance in a number of areas.
 - ▶ Designating a point person responsible for assisting with scheduling project meetings, helping with stakeholder input (meeting logistics, advertising, translation services), and coordinating deliverables review.
 - ▶ Providing economic development plans, budget and staffing for economic development, major employer list, recent surveys, a list of partners and initiatives, and information on special districts and recent prospects.
 - ▶ Identifying key stakeholders and helping to bring them to the table.
 - ▶ Providing information on current economic conditions, as well as historical and future trends.
 - ▶ Providing input and feedback on deliverables throughout the process.

1. DISCOVERY [APRIL - JUNE]

We begin by reviewing available materials, visiting with knowledgeable sources, and conducting a targeted analysis of relevant trends to create a common foundation for the planning process.

1.1 PROJECT LAUNCH. At the outset of the engagement, we focus on establishing clear communication and effective project management protocols, which are cornerstones of a successful project. This includes delivery of the *Project Startup Guide* and facilitation of a kickoff meeting. The kickoff meeting provides the opportunity to discuss objectives, define success factors, identify stakeholders and partners, formalize the outreach strategy, and review the team's expectations.

1.2 PLANNING ALIGNMENT. The team will examine the policies, relationships, and organizational priorities that will influence the planning process. Our work on this task will be expanded in subsequent phases and help shape our recommendations.





- ▶ **Policies.** Reviewing background documents (e.g., 2020 College Station Economic Development Master Plan, Comprehensive Plan, and Comprehensive Plan 10-year Evaluation and Appraisal Report) allows us to build on existing knowledge and to better understand current initiatives and programs that may be relevant to this work.
- ▶ **Relationships.** A scan of the partner network will help define existing relationships (e.g., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Small Business Development Center, and Texas A&M University) within the College Station market and identify potential partnerships.
- ▶ **Priorities.** Discussions with the appropriate staff will ensure our team has a full picture of the organization's economic development initiatives and core functions.

1.3 CITYWIDE BASELINE & PEER ANALYSIS. Our analysts will prepare a targeted assessment of factors that define College Station’s overall competitiveness. TIP will benchmark College Station against an agreed upon number of peer cities locally (i.e., in the Texas Triangle), statewide, and nationally to understand how College Station stacks up against the competition. Our analysis will be tailored to meet project objectives and to take advantage of available data resources. Where possible, we will look at data disaggregated by ethnicity and race to understand differential performance across communities and populations.

1.4 STAKEHOLDER ENGAGEMENT. Engaging a diverse group of community members and stakeholders is integral to our planning model. Our team will design a custom engagement process that gathers meaningful information to the planning process, raises awareness of economic issues, and builds broad community support for the outcome. TIP encourages robust participation by holding a combination of in-person and virtual events; employing a mix of traditional and innovative user-friendly tools such as Zoom, Mentimeter (live polling), and Zoho (survey translation); and including key staff that are either proficient or fluent in several languages (e.g., Spanish).

- ▶ **Roundtables & interviews.** Roundtables are the linchpin of our stakeholder input process. These input sessions are designed to encourage productive discussions around a targeted set of topics. They are typically conducted with major employers, elected officials, human resources specialists, real estate professionals, and other experts to gather information about trends, barriers, opportunities, and assets that will help shape our recommendations. Where appropriate, these sessions will be supplemented by one-on-one interviews to solicit feedback on issues that may not surface in a collective setting.
- ▶ **Community workshops.** Our team will facilitate two to three community workshops designed to engage a larger, communitywide group of stakeholders. These sessions will build energy around the planning process, provide additional insight into community issues, and obtain general direction regarding a guiding vision for the City’s future economic development activities.
- ▶ **Interactive tools.** To expand participation in the process and ensure diverse perspectives are considered, we can facilitate the use of social media, online surveys, and other interactive tools as agreed upon with the client. These tools are effective mechanisms for engaging stakeholders, gathering anecdotal information about assets and challenges, and increasing buy-in among the broader community. Use of these tools can also set the stage for the City to solicit ongoing input and share updates with the public.

TIP’s role in community and stakeholder input sessions would be to prepare the materials and facilitate the discussion. Logistics for the meetings, including arranging the location(s), advertising the sessions, and the provision of any translation services, would be the responsibility of the client.

TARGETED ENGAGEMENT					
A successful planning effort should engage a broad constituency, provide meaningful information to the planning process, raise awareness of economic issues, and build support for the outcome.	OBJECTIVES	Raise awareness of the project, generate “buzz”	Identify strengths, weaknesses, opportunities, and threats (SWOT)	Refine issues, explore opportunities, increase stakeholder buy-in	Dedicate resources, engage other leaders
	TOOLS	Social media, press releases, networking	Resident & business surveys, “town hall” style meetings	Roundtable discussions, personal interviews	Steering committee, task forces, MOUs

1.5 COMPETITIVE POSITION. Findings from the Discovery phase will be used to summarize College Station’s competitive position. In addition to considering strengths, weaknesses, opportunities, and threats (SWOT) that emerge from this work, our analysis will highlight factors that differentiate the area from the competition. The results will suggest potential opportunities and strategic growth areas that will drive our work in subsequent phases.

2. OPPORTUNITY [JUNE – AUGUST]

Building on our Discovery phase findings and a review of best practices, we identify which opportunities are likely to have the greatest potential for success.

2.1 STRATEGIC DIRECTION. Working closely with the client, we will ensure the City’s vision and mission statements align with the strategic direction that emerges from the Discovery phase. In addition, we will help craft a set of guiding principles that will embody the goals and objectives of the planning process. This step will provide a framework that both points to recommended actions and establishes priorities among available options.

2.2 INNOVATION INFRASTRUCTURE. This task will focus on opportunities for growing College Station’s innovation and technology economy. Our team will begin with quantitative intelligence gathering for each of the City’s science and technology sectors—documenting patterns of investment and the alignment of the talent pipeline with the City’s major innovation industry needs.

- ▶ **Priority sector alignment.** TIP’s methodology for emerging sectors is responsive to today’s workforce environment. Our approach for identifying innovative activities begins with a short list of aspirational or representative employers in an emerging sector and/or a specific pool of local skills or assets. For each identified sector, we then analyze US job postings from the most recent 24-month period. Carefully selected samples of recent job postings allow us to identify that sector’s most sought-after occupations and specialized skills in (near) real-time. We then analyze the region’s workforce readiness for targeted investments and pose strategic questions about the alignment of the talent pipeline with the current needs of employers in target industries (e.g., technology, biosciences, and advanced manufacturing). Living wage thresholds are considered for a mix of family household situations. This approach equips communities with the information they need to plan for an inclusive, target-ready workforce.
- ▶ **Workforce alignment.** To document existing postsecondary offerings in the region (e.g., Texas A&M University-College Station, Blinn College) and illustrate the potential supply of graduates, we will compile published data from the National Center for Education Statistics’ Integrated Postsecondary Education Data System (IPEDS) on the number of awards conferred for credit in relevant fields of study. To the extent that information is available, we can also compile published data on federally designated apprenticeship programs (RAPIDS), career and technical training (CTE), and relevant Texas Education Agency reporting.
- ▶ **Capital investment.** Our analysts will examine opportunities for economic growth in College Station target industries using a three-pronged approach focused on corporate expansions, private capital investments, and federal and academic investments. Using data from fDi Markets, foreign and cross-state site selections in the Bryan-College Station MSA will help our analysts identify “signals” of potential investments in each of the region’s existing industry clusters. Recent patterns of venture capital investment will then be used to show where emerging activities are occurring in the Bryan-College Station MSA, how much capital is flowing into these activities, and which emerging firms are receiving the attention of investors. TIP will also document patterns among leading venture investors and where they have placed their funding rounds. Finally, our analysts will collect data from programs and entities such as SBIR/STTR, NSF, and NIH to understand patterns of public and academic investment in new and emerging technologies. This analysis

will consider where investment is occurring in the Bryan-College Station MSA in terms of location and industry cluster.

2.3 REAL ESTATE & DEVELOPMENT OPPORTUNITIES. TIP will prepare a citywide analysis of real estate fundamentals for major commercial or “investible” property types, including office, industrial, retail, and land. These tasks will rely on a combination of public and proprietary data and identify opportunities for resilient and economically sustainable development.

- ▶ **Fiscal patterns.** To better understand College Station’s evolving tax base and fiscal position, we will analyze trends in the city’s revenue and debt, with a focus on revenues generated by property and sales taxes. In addition, we will benchmark College Station’s competitive position for revenue generation within the Brazos Valley area.
- ▶ **Commercial property trends.** The analysis will cover supply and demand trends to identify market opportunities for College Station’s real estate product. We will review key real estate market indicators, including rents, vacancies, and construction deliveries, as well as the underlying drivers of demand in the key property types. Our analysts will examine the extent to which available sites and redevelopment opportunities align with targeted sectors, workforce capacity, and resiliency concerns (e.g., natural disasters and economic downturns).
- ▶ **Infrastructure needs assessment.** Our team will work with the City and its partners to examine emerging infrastructure needs and gaps (including transportation, utilities, and broadband), with an emphasis on the supporting economic growth and entrepreneurship. We anticipate this information will be gathered from City officials and local economic development professionals. We will rely on existing resources such as capital improvement plans and other prior planning documents. Our team will consider how potential development and redevelopment opportunities could affect infrastructure needs and future economic resiliency. The results of this analysis will help inform the prioritization of actions.
- ▶ **Site analysis & future patterns of growth.** Our analysts will examine the extent to which development and redevelopment opportunities align with industry investment trends and workforce capacity. Emphasis will be placed on prime sites in priority development and redevelopment areas, particularly in connection to businesses in the innovation and tech sectors. This analysis will inform recommendations for increased resilience and sustainable development, including redevelopment, density, mixed-use, and proximity. Building on this analysis of College Station’s existing real property, we will identify opportunities for expanding the City’s tax base. Among other things, we will consider business and resident, and sustainability needs as well as emerging demographic and business trends that may impact strategies pertaining to potential land use, infrastructure and transportation, and industry clusters.

2.4 ENTREPRENEURIAL ECOSYSTEM. Building on the work in previous tasks, our analysts will map the key elements of the existing ecosystems that support innovation and entrepreneurship in College Station, especially as they relate to the role of Texas A&M University. Findings will help to suggest opportunities for strengthening commercialization networks, recruitment and retention efforts, and partnerships.

- ▶ **Anchor institutions.** Universities, national labs and facilities, hospitals, schools, nonprofits, and major employers are among those institutions interwoven in a community’s economic, social, and cultural fabric. Active participation of these anchors in economic development efforts can drive technology-based innovation and enrich economic vitality.
- ▶ **Competitions & events.** Events can drive growth by cultivating sector-based networks, attracting industry participants, and building a community’s brand. Competitions and events raise the profile of a community with outsiders and connect a community to a larger network of aligned stakeholders.

- ▶ **Local capital.** Access to capital can facilitate new ideas, deepen partnerships, and result in bigger impacts for companies and community-based organizations. Ranging from venture capital to philanthropic grants, local capital is central to growth and success.
- ▶ **Building blocks.** Innovation thrives through collaboration. Aligning organizations, welcoming diverse voices, and connecting public initiatives with private sector market realities is crucial.
- ▶ **Emerging participants.** Every community has a role in nourishing and supporting innovation. Scrappy startups and innovative entrepreneurs can be found in College Station. The buzz and energy that emerging players bring is vital to renewing and reinventing a community's economy.
- ▶ **Public awareness.** Branding and marketing are essential to growth. A community's success stories should be shared widely via traditional media, social media, and industry-specific channels. Bringing attention to businesses and people that are the heart of a community can drive investment and foster growth.

2.5 OPPORTUNITY WORKSHOP. The culmination of this phase is a facilitated discussion of potential strategies and opportunities for consideration in the Implementation phase. The purpose of the workshop will be to build consensus on economic development priorities for College Station. The outcome of this task will be a set of prioritized strategies and focus areas, along with a collaborative framework for aligning available resources to accomplish them.

2.6 BEST PRACTICES. Throughout the strategic planning process, we will draw on our team's extensive network to identify and share with leadership national best practices that may be a fit for College Station. Based on our work in prior tasks and the priorities that emerge from the Opportunity workshop, we will select the use cases most relevant to the City's economic development efforts moving forward. Insights into selected programs or initiatives—especially regarding incentives (e.g., grants, tax incentives, and public-private partnerships) and supports for existing businesses and entrepreneurial growth (e.g., recruitment and employment services, access to capital, scale-up assistance, mentorship, networking, advocacy)—will help shape recommendations and will be integrated into the final deliverable where appropriate.

3. IMPLEMENTATION [SEPTEMBER - NOVEMBER]

We provide a transparent, actionable plan for achieving the identified goals and objectives.

3.1 STRATEGIC PLAN. Using findings from prior phases, coupled with the experience of the consulting team, TIP will prepare a strategic plan. In addition to outlining specific goals and strategies, the plan will highlight key findings from our quantitative analyses and stakeholder input. Together with the implementation matrix (see Task 3.2), the resulting document will provide specific recommendations and tools needed to implement a long-term economic strategy. We anticipate the plan would address a number of topics, including:

- ▶ Positioning College Station with key sectors, especially in innovation-driven industries.
- ▶ Aligning the talent pipeline with the needs of current and future employers.
- ▶ Strengthening innovation and entrepreneurial ecosystems.
- ▶ Improving technology transfer and commercialization.
- ▶ Identifying development and redevelopment opportunities.
- ▶ Development incentives programs and strategies to encourage business retention, expansion, and recruitment.
- ▶ Assessing infrastructure needs and gaps.
- ▶ Addressing approaches to encourage resilience and sustainable economic growth.
- ▶ Evaluating potential public-private partnerships.

- ▶ Suggesting organizational frameworks for accomplishing the identified objectives.

3.2 IMPLEMENTATION MATRIX. TIP will prepare a matrix that accomplishes the following.

- ▶ Identifies responsible parties and potential partnership opportunities.
- ▶ Establishes timelines and sets priorities.
- ▶ Includes budget estimates (where applicable) and identifies potential funding sources.
- ▶ Defines meaningful and realistic performance metrics.

3.3 FINAL PRESENTATION. Once the strategy is finalized, we will present the recommendations to the City Council, key stakeholders, and public for review and adoption. Feedback will be incorporated into any final revisions.

3.4 IMPLEMENTATION WORKSHOP. To build momentum for implementation, we will also facilitate an Implementation workshop focused on near-term tasks (60 to 90 days) in conjunction with the final presentation. This step capitalizes on the energy that is present at the rollout and helps to jump start the process.

DELIVERABLES

In the execution of this work, TIP will provide the following deliverables in the formats indicated in parentheses.

- ▶ *Project Startup Guide* (PDF of Word document).
- ▶ Facilitation of project meetings, such as team meetings, steering committee meetings, and workshops, including electronic versions of any presentations (PowerPoint) or other materials.
- ▶ Facilitation of stakeholder input sessions, such as roundtables, interviews, and stakeholder workshops, including electronic versions of any presentations (PowerPoint) or other materials.
- ▶ Interactive data visualizations (Tableau Public) of the analyses outlined in the scope of work.
- ▶ Economic development master plan (PDF of Word document) highlighting findings and recommendations, including selected graphics as applicable.
- ▶ Implementation matrix (Excel) with goals, strategies, and actions for use assigning roles and timeframes.

TIMELINE

The TIP team is available to begin work immediately upon agreement of terms. The timeline assumes an April 2025 start date and estimates eight months for project completion. It is intended to provide an overview of the process and can be adjusted to meet project objectives.

TASK	2025							
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
DISCOVERY								
1.1 Project launch	1							
1.2 Planning alignment								
1.3 Citywide baseline & peer analysis								
1.4 Stakeholder engagement								
1.5 Competitive position								
OPPORTUNITY								
2.1 Strategic direction			2					
2.2 Innovation infrastructure								
2.3 Real estate & development								
2.4 Entrepreneurial ecosystem								
2.5 Opportunity workshop						3		
2.6 Best practices								
IMPLEMENTATION								
3.1 Strategic plan						4		5
3.2 Implementation matrix								
3.3 Final presentation								
3.4 Implementation workshop								
ONGOING MEETINGS								
Steering committee meetings								
Staff team meetings								

SELECTED MILESTONES

- 1 Project launch
- 2 Strategic direction
- 3 Opportunity workshop
- 4 Draft strategic plan
- 5 Final strategic plan

NOTE: TIP has a production process that should be factored into timelines for the development of deliverables. This process includes professional proofreading and design. The time required for production may vary based on the type of deliverable, planned uses and audiences, and amount of content.

TAB D: REFERENCES

The following are selected examples of TIP’s work, along with corresponding contact information and links to online deliverables (where available). These clients can speak to our team’s ability to deliver a quality, professional product on time and within budget. Additional information about these and other projects can be found on our online portfolio at <https://tipstrategies.com/portfolio/>.



CITY OF SAN ANTONIO, TX ECONOMIC DEVELOPMENT STRATEGIC FRAMEWORK

CHALLENGE

One of a handful of US cities recognized around the world for its vivid history and cultural richness, San Antonio combines relatively affordable housing with a variety of amenities and entertainment options, an array of postsecondary institutions, and diverse career opportunities. Yet despite its many advantages, San Antonio’s track record competing for jobs, investment, and development has not been commensurate with its value. Factors that have held the City back include an abundance of low-wage work (resulting in one of the lowest median household incomes among its peers), lagging educational attainment levels, and highly segregated development patterns. A lack of attention to development in key commercial corridors has hampered the City’s ability to attract and retain major corporate headquarters and large private employers.

RESPONSE

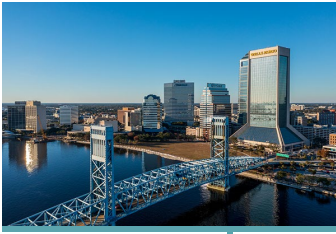
A robust network of partners has long sought to address these issues; however, the work of these organizations is often siloed and sometimes duplicative. Recognizing the need for a more strategic approach, the City’s Economic Development Department (EDD) initiated a planning process to build a more resilient local economy, position San Antonio to compete for capital and investment, and better define the role the EDD should play in that effort. Led by TIP Strategies, with Andrade-Van de Putte Associates and The Retail Coach, the project included in-depth competitive analyses (delivered as interactive data visualizations), extensive stakeholder engagement, a refinement of the City’s strategic industry clusters, and a perception survey targeting site selectors and real estate brokers. The resulting *Economic Development Strategic Framework* builds on the success of other planning initiatives including greater:SATX’s *All In SATX* plan and the City’s comprehensive plan, *SA Tomorrow*, among others. The plan’s three goals (Innovation and Industry, Placemaking and Real Estate, and Talent and Workforce) are supported by recommendations designed to align the City’s economic development tools around a shared framework for growth and enhance coordination with local organizations on strategies that benefit San Antonio as a whole.

REFERENCE

Brenda Hicks-Sorensen, CEcD; Director, Economic Development Department, City of San Antonio | 100 W. Houston St., Suite 900, San Antonio, TX 78205 | PH 210.207.3970 (office), 210.540.9576 (cell) | Brenda.Hicks-Sorensen@sanantonio.gov

DELIVERABLE

Economic Development Strategic Framework | October 2022
<https://www.sanantonio.gov/Portals/0/Files/EDD/Reports/EDD-StrategicFramework.pdf>



NORTHEAST FLORIDA (JACKSONVILLE, FL, AREA) THE FUTURE IS NOW—NORTHEAST FLORIDA

CHALLENGE

Northeast Florida offers residents a high quality of life with a wide range of amenities, including access to ocean beaches, inland waterways, and other outdoor recreational opportunities as well as options for rural and urban living. Over the past decade, population has increased significantly across the region as skilled talent from around the country is drawn to the area by its innovative jobs and vibrant communities. However, housing and infrastructure developments have not kept pace with growth, threatening the region’s ability to attract and retain workers.

RESPONSE

In spring 2022, leadership from across Northeast Florida’s seven counties (Baker, Clay, Duval, Flagler, Nassau, Putnam, and St. Johns) came together to create The Future Is Now—Northeast Florida, a people-centric strategy anchored by a strong, regionally focused vision. Driven by JAXUSA Partnership and facilitated by TIP Strategies, the ambitious and inclusive planning process acknowledged that talent is, and will continue to be, the primary driver of economic success. As part of the engagement, TIP prepared a series of analyses, including a broad-based examination of factors influencing Northeast Florida’s competitiveness (with comparisons to peer communities), a review of the talent pipeline, an analysis of local and global factors impacting market and economic growth, and the identification of specific innovation niches within the region’s emerging and high-growth industries. Nurturing these innovation niches will require significant regional investments—in physical infrastructure, in educational programming, in talent pipelines, and in the nurturing and cross-pollination of institutional relationships. In addition to the plan’s regional focus, guiding principles reflected in the goals and strategies include competitiveness, economic mobility, innovation, and resilience. Also woven through the plan’s four goals are several catalytic initiatives ranging from workforce development investments to supporting new development and revitalization efforts to growing the outdoor economy. In recognition of the work that had already been accomplished, the plan recommended the continuation of proven strategies, the scaling up of local programs that could benefit the wider region, and new initiatives that will foster new partnerships needed to continue to grow and diversify the economy.

REFERENCE

Anna Lebesch, SVP-Strategy & Talent Development, JAXUSA Partnership | 3 Independent Drive, Jacksonville, Florida 32202 | PH 904.366.6652 | alebesch@jaxusa.org

DELIVERABLE

The Future is Now—Northeast Florida: Executive Summary | February 2023
<https://jaxusa.org/wp-content/uploads/2023/02/2023-03-16-NEFL-Executive-Summary-FINAL-Web.pdf>
The Future is Now—Northeast Florida (Final Report) | March 2023
<https://jaxusa.org/wp-content/uploads/2023/03/The-Future-is-Now-Final-Report.pdf>

Image Credit: Downtown Jacksonville by Ketterman Photography courtesy of JAXUSA Partnership.

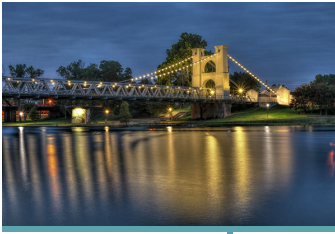


CITY OF DALLAS, TX

ECONOMIC DEVELOPMENT STRATEGIC PLAN REVIEW AND IMPLEMENTATION ASSISTANCE

CHALLENGE	Despite its position as the central city of one of the most dynamic regions in the country, Dallas faces fierce competition for investment, jobs, and talent. Many of the city’s regional competitors boast well-funded economic development organizations, enabling them to offer generous financial incentives in the form of land, buildings, and cash grants. At the national level, Dallas competes with major markets such as Atlanta, New York, and Chicago. These large cities often structure their economic development programs to operate as independent entities with the ability to leverage both public and private funding sources.
RESPONSE	Upon completion of its 2019 strategic planning process, the City of Dallas hired TIP Strategies to facilitate a review of the resulting plan and work with specific stakeholder groups to identify priorities that would inform next steps for implementation. TIP solicited input on the draft plan from Dallas city councilmembers, a community review panel, and a policy advisory committee through interviews, listening sessions, and an online survey. Following the plan review, TIP was charged with providing guidance on the formation of a new, stand-alone economic development organization and preparing an economic development policy framework for accomplishing its objectives. The creation of an independent entity that can showcase Dallas’s assets more fully, generate capital, and move deals forward—especially in underserved and underdeveloped areas—was a central goal of the strategic plan and the highest priority identified by stakeholders during TIP’s outreach. Among the perceived advantages of this approach is the ability to insulate economic development activities from day-to-day politics, mitigate the impact of leadership changes, and allow a more nimble response to investment opportunities. TIP was re-engaged in 2021 to stand up the new organization, which is seen as an essential step towards achieving the City’s stated policy goals of creating a more inclusive and sustainable economy while strengthening Dallas’s competitive position.
REFERENCE	Linda McMahon, CEO, Dallas Economic Development Corporation PH 214.851.8687 lmcmahon@dallasedc.com Robin Bentley, Assistant City Manager, City of Dallas 1500 Marilla St., Dallas, TX 75201 PH 214.670.0170 Robin.Bentley@dallascityhall.com
DELIVERABLE	Briefing Paper on Establishing a New Economic Development Entity April 2021 https://dallasecodev.org/DocumentCenter/View/3550/Dallas-Economic-Development-Entity-Briefing-Paper-?bidId=

Image Credit: Dallas skyline aerial view at sunset via AdobeStock.



CITY OF WACO, TEXAS

ECONOMIC DEVELOPMENT STRATEGIC PLAN

CHALLENGE Located in the heart of Texas, Waco has the building blocks required for long-term success. Advantages fueling the city’s growing population and recent economic development wins include relatively inexpensive land (with available sites along the bustling IH-35 corridor), access to multiple higher education institutions (a network encompassing Baylor University and the main campus of Texas State Technical College), and a strong sense of place (offering big city amenities with a small-town feel). Yet the city is not without its challenges. These include creating better alignment across Waco’s economic development partners, retaining and growing the talent needed to support current and future employers, and addressing tensions between new developments and the increasing displacement of existing residents and businesses.

RESPONSE To ensure that Waco continues to be well positioned for economic growth and opportunity, city leaders contracted with TIP Strategies to complete an economic development strategic plan. During the engagement, TIP examined existing plans and policy documents, conducted independent data analyses, spoke with stakeholders, and studied national best practices to develop a holistic response. Priorities that emerged from stakeholder conversations included proactively engaging in business development, strengthening the small business and entrepreneurship ecosystem, encouraging development in downtown Waco, creating placemaking strategies, and ensuring resource alignment related to economic development initiatives. These priorities are reflected in the plan’s three goals: creating a shared vision for business and entrepreneurial growth, aligning workforce development efforts with employer needs while engaging underserved groups, and supporting investments in place-based assets including housing. A catalyst project, defined as a high-impact initiative with the potential to have a transformative effect on the community, was identified under each goal. Plan implementation will be led by the city’s Economic Development department, supported by interorganizational working groups focused on each goal. The organizational alignment set forth in the plan, in coordination with other efforts by local government, community organizations, and residents, will help to ensure a vibrant, inclusive economy where everyone thrives.

REFERENCE Jeremy Pesina, Assistant Director of Economic Development, City of Waco | 400 Austin Avenue, Suite 1100, Waco, TX 76702 | PH 254.750.7005 | jeremyp@wacotx.gov

DELIVERABLE Economic Development Strategic Plan, City of Waco, Texas | May 2023
<https://www.waco-texas.com/files/content/public/v/48/departments/economic-development/2023-04-20-waco-edsp-final.pdf>

TAB E: CERTIFICATION & PROPOSAL FORMS

As stipulated in the RFP, the following forms are included in Tab E.

- ▶ Certification
- ▶ Acknowledged addendum

TIP Strategies notes the following modification request pertaining to the sample Consultant Contract included in the RFP.

- ▶ **Item 9.06. Business Automobile Liability requirements.** TIP does not own any vehicles. Therefore, our insurance is only allowed to cover hired and non-owned autos.

CERTIFICATION

I certify 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: Tom Stellman Title: CEO & Founder

Typed Name: Tom Stellman Company Name: TIP Strategies, Inc.

Phone No.: 512.343.9113 Fax No.: 512.343.9190

Email: tom@tipstrategies.com

Bid Address: 13492 N Hwy 183, Suite 120-254 Austin Texas 78750
P.O. Box or Street City State Zip

Order Address: 13492 N Hwy 183, Suite 120-254 Austin Texas 78750
P.O. Box or Street City State Zip

Remit Address: 13492 N Hwy 183, Suite 120-254 Austin Texas 78750
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.: 74-2762692

DUNS No.: 036801736

Date: 2/17/2025

Receipt of Addenda

I hereby acknowledge receipt of the following Addenda: Addendum 1

NOTE: This form and acknowledged addendums (if applicable) must be submitted with proposals under Tab E.

END OF RFP #25-035

*****DO NOT MODIFY THIS FORM*****

11. Are there already scheduled meetings of city leadership and/or key partners that should be considered when planning for an onsite visioning session?
No meetings have been scheduled.
12. Does the city have an existing BRE plan? What challenges or gaps currently exist related to that plan?
The City does not have an existing BRE plan.
13. As part of a business recruitment plan does the city expect a plan and/or strategies for foreign investment?
City staff would leave that to the designated firm and the planning process to determine.
14. As it relates to entrepreneurship and innovation supported by Texas A&M, are there city/university partnerships that you look to as models for success?
City staff would look to the designated firm to identify successful partnerships that could be implemented in College Station.
15. Can you elaborate on the level of detail expected as part of the infrastructure needs assessment? Do you expect this assessment to be property specific? How many properties do you expect to be assessed?
The level of detail would be driven by gaps in service or specific areas of need (e.g., limitations existing that may prevent development opportunity). The City seeks to identify areas appropriate for industry growth as a part of this plan.
16. Has the city conducted any previous workforce studies? When and by whom were these studies completed?
The City has not completed a recent workforce study.
17. Is the city interested in the development of an online dashboard to track progress and KPI's? Does the city have the capability to host a dashboard on their current website?
The City currently uses an online dashboard to track plan implementation and would anticipate doing the same with this plan document.
18. Will the final report be a public facing document?
Yes.
19. Can the city provide office space for times when the consultant team is on site?
With prior notification, the city is willing to provide space for the consultant team during their onsite visits.
20. Has a Steering Committee been formed for this project? Who is represented on the committee?
A steering committee has not yet been established for this project.

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

Receipt of this Addendum No. #1 is hereby acknowledged.

Signature: *Tom Stellman*

Date: 2/17/2025

APPENDIX: RESUMES



TRACYE MCDANIEL
President
tracye@tipstrategies.com

EDUCATION

- ▶ Bachelor of Science in Communications, University of Texas at Austin

EXPERTISE

- ▶ International and domestic market development
- ▶ Business recruitment, expansion, retention
- ▶ Economic development marketing
- ▶ Tourism development and marketing
- ▶ Fundraising strategies
- ▶ Workforce strategies
- ▶ Regional economic development
- ▶ State and regional public-private partnerships

AFFILIATIONS

- ▶ Member, US Department of Energy's Environmental Management Advisory Board
- ▶ Past Chair, International Economic Development Council
- ▶ Member, Texas Economic Development Council
- ▶ Fellow, Ford Foundation Regional Sustainable Development
- ▶ Board of Directors, NAIOP—New Jersey Chapter
- ▶ Appointed, Council on Innovation
- ▶ Appointed, New Jersey Military Installation Growth and Development Task Force
- ▶ Board member (former), Texas Economic Development Corporation

ABOUT

Tracye McDaniel is a recognized trailblazer who has led successful public and private economic development organizations at the state and regional level under five governors in two states. She has been a trusted advisor to CEOs, nonprofits, public organizations, and private enterprises for more than three decades. Tracye has earned a reputation of creating mutually beneficial strategic partnerships among leaders across a broad spectrum of industries.

EXPERIENCE

Prior to joining TIP Strategies, Tracye founded McDaniel Strategy Ecosystems and served as president/CEO for two separate state-level marketing and lead-generation organizations: first in New Jersey (where she was appointed by then newly elected New Jersey governor, Chris Christie, and business leaders to serve as the founding CEO of Choose New Jersey) and later in Texas (where she headed up the Texas Economic Development Corp.). Her expertise in international business development and marketing spans more than 50 countries.

Tracye also served as executive vice president and COO of the Greater Houston Partnership, Houston's most influential business organization. During her tenure she refined and implemented the organization's 10-year strategic plan and teamed with business leaders to raise more than \$32 million and to devise and execute Opportunity Houston, the organization's successful economic development global marketing and lead generation initiative.

Tracye is known for building accomplished teams that get results. She is a sought-after speaker, presenting to national and international audiences, and has published and appeared in global publications and news outlets. Tracye lives in Austin, Texas.

SIGNIFICANT PROJECTS

- ▶ **State and regional strategic planning.** Texas Association of Business; Greater Baltimore Committee (MD); Fort Bend County, TX; Greater Fort Wayne, Inc. (IN); Northeast Florida.
- ▶ **Organizational and entity development:** Department of Economic Equity and Opportunity, Harris County, TX; City of Dallas Economic Development Corporation (TX); Columbus Partnership (OH).
- ▶ **Facilitation:** First two cohorts of the International Economic Development Council's (IEDC's) Equitable Communities Initiative.
- ▶ **Economic development fundraising:** Opportunity Houston (TX), Choose New Jersey.
- ▶ **Public-private partnerships state/regional level:** Choose New Jersey, TexasOne (Texas Economic Development Corporation), and Greater Houston Partnership (TX).
- ▶ **Economic development marketing:** Texas Wide Open for Business, Office of the Governor Economic Development and Tourism.
- ▶ **Tourism development/marketing:** Texas: It's Like A Whole Other Country, Texas Department of Economic Development & Tourism.



TOM STELLMAN
CEO/Founder
tom@tipstrategies.com

EDUCATION

- ▶ Bachelor of Arts, Government, University of Texas at Austin

EXPERTISE

- ▶ International and domestic recruitment
- ▶ Talent management and workforce development
- ▶ Regional economic strategies
- ▶ Automotive supplier strategies
- ▶ Defense-dependent communities

AFFILIATIONS

- ▶ Board of Directors (former), Texas Economic Development Council
- ▶ Advisory Board Member (former), Community Development Institute
- ▶ Board Member (former), Camino Real Export Council
- ▶ Board Member (former), Center for International Business and Economic Research at the University of Texas at Austin
- ▶ Instructor, Texas Basic Economic Development Course

ABOUT

Tom Stellman is founder of the consultancy and leads high-impact project engagements throughout the country. As developer of TIP's model of Talent, Innovation, and Place, he helps clients identify their core value and build consensus around strategies to promote economic health. He is the lead author of TIP's Automotive Profile, the Invest in Texas Business Guide, and the Texas Manufacturing Skills Gap.

EXPERIENCE

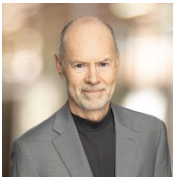
Over the last decade, Tom has led defense-related engagements, including the preparation of a statewide defense diversification strategy for MassDevelopment; an economic growth strategy for the bi-state region surrounding Fort Campbell; and an economic diversification plan for Eastern Kern County, CA. He has also expanded the firm's workforce practice, including talent-driven analyses and strategies for regional organizations in Tampa Bay, Houston, Milwaukee, El Paso, and South Carolina.

In addition to leading consulting engagements, Tom developed and launched the Invest in Texas Alliance, a marketing initiative sponsored by 26 economic development agencies and electric utilities. His team targeted both domestic and international growth companies through a unique mix of direct marketing and networking, resulting in over \$3 billion in investment leads and the location of 15 companies.

Prior to establishing TIP, Tom was director of the Office of International Business for the Texas Department of Commerce, where his team was charged with promoting the state's exports, marketing the state to foreign investors, and facilitating communication between foreign investors and economic development organizations statewide. He also served as staff to the Texas Mexico Authority and as border development coordinator for the state. A Texas native, Tom lives in Austin with his wife and their four children.

SIGNIFICANT PROJECTS

- ▶ **Statewide planning:** Texas Workforce Commission, Economic Development Districts of Idaho, Idaho Department of Commerce, Oregon Talent Council.
- ▶ **Economically driven strategies for workforce boards:** Western Kentucky Workforce Investment Board; Workforce Solutions of Central Texas, Rural Capital Area, North Central Texas, and Lower Rio Grande Valley (TX); Clarksville-Montgomery County, TN.
- ▶ **Regional planning and targeting analysis:** Tampa-Hillsborough, FL; Bismarck-Mandan and Greater Fargo Moorhead, ND; WIRED 26-county region (Louisville, KY/IN area).
- ▶ **Defense-related work:** State of Massachusetts; Fort Campbell (KY); Kern County, CA; Fort Hood (TX); Sheppard AFB (TX); Anniston Army Depot (AL); Eglin AFB (FL).
- ▶ **Rural entrepreneurship assessments:** Northeast Texas and Southwest Arkansas.
- ▶ **Marketing initiative:** Invest in Texas Alliance.



JON ROBERTS
Managing Partner
 jon@tipstrategies.com

EDUCATION

- ▶ Post graduate research, University of Oregon
- ▶ Master of Arts, Political Philosophy, University of Hawaii
- ▶ Bachelor of Arts, University of Hawaii

EXPERTISE

- ▶ International and domestic recruitment
- ▶ Regional economic strategies
- ▶ Venture capital and high-growth entrepreneurship
- ▶ Economic development marketing

AFFILIATIONS

- ▶ Fellow of the Washington World Affairs Council (Seattle)
- ▶ Economic Development Certification, National Development Council
- ▶ Member, Texas Economic Development Council
- ▶ Member, International Economic Development Council
- ▶ Board of Trustees (former), KMFA radio (Austin, Texas)

ABOUT

Jon Roberts has been a principal and managing partner at TIP Strategies since 2000. He helped transition the company from its Texas-based site selection practice to an economic strategy firm with major national recognition. His portfolio includes planning work from New York to California, with significant regional projects in the Mississippi Delta, Seattle’s Puget Sound, and in the Great Lakes area.

EXPERIENCE

Prior to joining TIP, Jon was the director of business development first for the State of Washington and then under Governor Ann Richards for the State of Texas. During the transition to Governor Bush’s tenure, he helped restructure the state’s economic development organization and then co-authored the new strategic plan for the State of Texas. Jon also has deep ties to the state of Oregon. He was vice-president with the Oregon Technology Fund and was the lead investor for the Hood River Brewing Company (Full Sail), which continues to hold a prominent place in the craft brewing industry. He also managed two start-up technology companies: Fiberlite Composites and LifePort Inc. LifePort was subsequently acquired by Sikorsky.

Jon has served on the boards of several startup technology companies and on state task forces and gubernatorial committees. He has lectured in business at the University of Washington, the University of Texas, and was on the faculty at Marylhurst College in Portland, Oregon. Jon was also the founder of a mountain bike company in Portland: the Fat Tire Farm, which now operates multiple retail outlets.

Born and raised in Germany, Jon has traveled extensively throughout Europe and Asia. He resides in Austin but spends his summer in Bend, Oregon.

SIGNIFICANT PROJECTS

- ▶ **State and regional economic development planning:** Texas Higher Education Foundation; Mississippi; Puget Sound Regional Council (WA); Delta Regional Authority (multi-state); Gulf Coast Community Foundation (MS).
- ▶ **Countywide economic development planning:** Jackson County, MS; Chester County, PA; Forsyth County, GA; Jefferson Parish, LA; Montgomery County, MD; Green Bay, WI; Wausau, WI.
- ▶ **Citywide economic development planning:** Fort Collins, CO; Clearwater, FL; Redmond, WA; McKinney, TX.
- ▶ **Comprehensive economic development strategies:** Association of Central Oklahoma Governments; Richmond, VA.
- ▶ *Envision Central Texas* project for regional planning in the Austin Metro area.
- ▶ State of Texas Strategic Economic Development Plan.
- ▶ Recruitment of Matsushita Semiconductor (NSC) to Washington.



JEFF MARCELL
Senior Partner
jeff@tipstrategies.com

EDUCATION

- ▶ Juris Doctorate, South Texas College of Law
- ▶ Bachelor of Arts, Political Science, University of Illinois at Chicago

EXPERTISE

- ▶ Policy development
- ▶ Competitive analysis and positioning
- ▶ Organization fundraising
- ▶ Change management
- ▶ Process reengineering

AFFILIATIONS

- ▶ Past Chair, Washington Economic Development Association
- ▶ Board and Executive Committee Member (former), Puget Sound Economic Development District Board
- ▶ Founding Board Member, Aerospace Futures Alliance
- ▶ Board Member (former), Washington Aerospace Partnership
- ▶ Board and Executive Committee Member (former) Seattle-King County Workforce Development Council
- ▶ Board Member (former), Seattle Metropolitan Chamber of Commerce
- ▶ Member (former), Multi-cultural & Small Business Task Force, Seattle Metro Chamber

ABOUT

As a principal, Jeff Marcell leads high-profile national consulting engagements and contributes to the strategic planning of the business.

EXPERIENCE

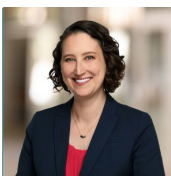
Before joining TIP, Jeff served as the president and CEO of the Economic Development Council of Seattle and King County (EDC). He was responsible for the organization's mission of business and job creation, retention, expansion, and recruitment in King County. Jeff joined the EDC in 2004, and during his tenure, rebuilt the organization's client-based economic development program.

Prior to joining the EDC, Jeff was an economic development consultant with Angelou Economics, and a marketing executive in the Economic Development Division of the Greater Houston Partnership. He was responsible for retaining and recruiting corporate expansions and relocations by marketing and promoting the Houston region nationally and internationally. During his term with the Partnership, the organization brought in over 25,000 jobs to the Houston region with \$3.4 billion in annual economic impact to the community.

In 2007, Jeff was named one of the Puget Sound Business Journal's 40 Under 40. In 2013, he received the MacArthur Award for Leadership from the Washington State Department of Commerce. He has been recognized by the IEDC for his efforts in Technology-Led Economic Development and Clean Technology and was the recipient of an Outstanding Board Service Award from the Seattle-King County Workforce Development Council, 2012.

SIGNIFICANT PROJECTS

- ▶ Led strategies for counties including Charleston and Greenville in South Carolina; Miami-Dade in Florida; Lewis, Kittitas, and Klickitat in Washington; and Oakland County in Michigan.
- ▶ Conducted strategies for regions in California's Central Coast (Santa Barbara and San Luis Obispo Counties); the Chicago, Illinois, area; East Central Michigan; North Iowa; Northwest Indiana.
- ▶ Drafted program and operation plans for the Delaware Prosperity Partnership, the Washington Military Alliance (on behalf of the Washington State Department of Commerce), and Newport County, RI.
- ▶ Conducted strategic planning for San Luis Obispo, CA; Miami-Dade County, FL; Minneapolis-St. Paul, MN; Detroit, MI; City of Auburn, WA; City of Corning, NY; Missouri City, TX; and City of Shelton, WA.
- ▶ Supervised the recruitment, retention, and expansion of 65 companies representing nearly 7,000 primary jobs in the Seattle region.



JENNIFER TODD-GOYNES

Senior Consultant

jenn@tipstrategies.com

EDUCATION

- ▶ Master of Science, Community and Regional Planning, University of Texas at Austin
- ▶ Bachelor of Arts, History, University of Georgia
- ▶ Bachelor of Business Administration, Management, University of Georgia

EXPERTISE

- ▶ Organizational strategy
- ▶ Strategic planning
- ▶ Community planning and land use
- ▶ Project management
- ▶ Placemaking
- ▶ Stakeholder engagement
- ▶ Disaster recovery and resiliency
- ▶ Systems design and optimization

AFFILIATIONS

- ▶ Congress for the New Urbanism Accredited

ABOUT

Jennifer Todd-Goynes brings nearly 20 years of experience contributing to transformational projects focused on creating more resilient, sustainable communities at the nexus of people, place, and economy. As a TIP consultant, Jenn manages projects that utilize her knack for taking on big challenges that require visioning, strategic planning, and relationship building to achieve creative solutions and actionable strategies.

EXPERIENCE

Prior to joining TIP, she worked for the City of Austin as a Principal Planner leading a citywide land development code rewrite as well as small area plans; she also contributed to the development of a new departmental strategy.

Other experience with the public sector includes leading community engagement, design, and urban planning efforts with the District of Columbia Government. With the International Economic Development Council, she designed regional economic development strategies with a focus on disaster recovery and organizational management, and identified strategies for sustainable industry development.

SIGNIFICANT PROJECTS

- ▶ **Establishing new economic development organizations:** Dallas, TX; Harris County, TX.
- ▶ **Organizational strategy:** Columbus Partnership (OH); Greater Sacramento Economic Council (CA); International Economic Development Council; Kerr Economic Development Corporation (TX).
- ▶ **Local, regional, and statewide economic development strategies:** Chicago Metropolitan Agency for Planning (IL); First Suburbs Council of Dayton (OH); Fort Worth, TX; Greater Baltimore Committee (MD); Mid-America Regional Council (MO); Midland, TX; Phoenix East Valley Cities (AZ); State of Idaho Department of Commerce; Waco, TX.
- ▶ **Disaster recovery and resiliency strategies:** Fort Collins, CO; Larimer and Weld Counties, CO; State of Idaho; Lake Charles, LA; New Orleans, LA.



LUKE SHUFFIELD
Consultant
luke@tipstrategies.com

EDUCATION

- ▶ Bachelor of Arts, Political Science, Duke University

EXPERTISE

- ▶ Political institutions and dynamics
- ▶ Small business development
- ▶ Economic analysis
- ▶ Innovation and technology

ABOUT

Luke Shuffield brings to the table his analytical expertise, knowledge of governmental processes, and spirit of entrepreneurship. He has played a key role managing TIP client engagements focused on innovation ecosystems, land use opportunities, vision setting, and economic development strategic planning.

EXPERIENCE

Prior to joining TIP in January 2021, Luke spent 7 years developing his skills in risk assessment, entrepreneurial leadership & management, education, and business coaching. While working for Facebook and a small, high-growth Austin tech company, Luke applied his critical thinking and customer-focused approach to a variety of problem-solving situations. He was recruited by an angel investor in the UAE to found and lead an early-stage startup that addressed the hospitality needs of international travelers, a role in which he oversaw all creative aspects of app design and the day-to-day management of the engineering team. As a writer, he spent 2 years creating structured educational content for a business learning platform that helped small companies scale up and thrive in competitive markets. Simultaneously, he worked for 3 years for the leading test-preparation corporation, specializing in SAT tutoring and managing the progress of dozens of pre-college students, consistently producing significant score gains. Throughout his unique and diverse career, Luke has demonstrated a keen eye for both the big picture and the smallest details, adding value in a variety of ways to address the specific needs of his clients.

SIGNIFICANT PROJECTS

- ▶ Served as Project Manager for a Recovery & Resilience plan for Northwestern Indiana; Strategic Innovation plans for both Jackson County, Mississippi and the State of Mississippi; and Strategic plans for the Town of Sahuarita, Arizona and Rosenberg, Texas.
- ▶ Drove client engagements end-to-end in Columbus, Ohio; Fort Wayne-Allen County, Indiana (which ultimately received the Outstanding Hoosier Planning Award in Economic Development for the project); the Northern Colorado region; the Central Upper Peninsula, Michigan; Dayton, Ohio (National League of Cities); and two engagements for the Northeast Indiana region, playing a critical role in all client-facing aspects of the projects.
- ▶ Produced an in-depth evaluation of the economic strengths, weaknesses, opportunities, and threats of a Northern Louisiana region, focusing on strategies to counteract labor relocation.



ERICA COLSTON
Consultant
erica@tipstrategies.com

EDUCATION

- ▶ Bachelor of Arts in International Relations and Global Studies and in History with minor in Russian and certificate in Security Studies, University of Texas at Austin

EXPERTISE

- ▶ Education and talent development
- ▶ Small business and defense innovation
- ▶ Partnerships and stakeholder relations
- ▶ Labor market data analysis
- ▶ Project support
- ▶ Written deliverables

ABOUT

Erica Colston has two years of experience supporting economic development programs and partnerships in the Austin region and in other Texas metros. She brings expertise in talent development, higher and public education policy, small business and defense innovation funding, and advocacy.

EXPERIENCE

Prior to joining TIP in 2023, Erica coordinated talent development programs and facilitated education partnerships at the Greater Austin Chamber of Commerce through Opportunity Austin, an initiative aimed at fostering job-creating investment across the region. Raising regional postsecondary attainment levels through college access support initiatives was a central aim of this work.

She also previously coordinated defense innovation partnerships at Capital Factory, an Austin-based venture capital firm and incubator. In this role, she supported government partnerships with military and defense clients investing non-dilutive capital in emergent technologies. She has a background in public policy and national security research with the Institute for the Study of War, and is Ukrainian-American.

SIGNIFICANT PROJECTS

- ▶ Currently supporting economic development organizational planning (Dallas, TX) and a regional workforce study (Region 16 Education Service Center, TX).
- ▶ Researched and crafted in-depth case studies of high-performing public research institutions contributing to tech transfer and commercialization as part of an innovation-focused strategic planning process for the Texas Higher Education Foundation.
- ▶ Played a critical role in client-facing interactions and in the creation of plan recommendations for driving future economic growth in the City of Georgetown, Texas.
- ▶ Managed partnerships with school districts, institutions of higher education, college access nonprofits, and businesses governing direct-to-college initiatives supporting 10,000+ Austin region high school seniors.
- ▶



BRENT MCELREATH, AICP
 SVP, Research & Development
 brent@tipstrategies.com

EDUCATION

- ▶ Master of Science, Community & Regional Planning, University of Texas at Austin
- ▶ Bachelor of Business Administration, Finance, University of Texas at Austin

EXPERTISE

- ▶ Regional and metropolitan economics
- ▶ Economic development strategy
- ▶ Real estate and property market fundamentals
- ▶ Infrastructure analysis
- ▶ Capital and financial analysis

AFFILIATIONS

- ▶ Member, American Institute of Certified Planners
- ▶ Member, American Planning Association
- ▶ Past Member, Urban Land Institute

ABOUT

Brent McElreath has more than 25 years of experience in comparative urban economic analysis. He has managed research teams in both the public and private sectors and has extensive work experience in real estate and infrastructure markets, with a focus on their cyclical and structural drivers. During his career he has spearheaded innovations in scenario modeling, fiscal impact analysis, and data collection and reporting systems. Brent has authored, co-authored, and edited numerous white papers, articles, and serial reports on global property and infrastructure markets during his career.

EXPERIENCE

As a vice president at MSCI, Brent designed and implemented performance monitoring systems for metropolitan property markets. He also developed and authored publications explaining differences in investment risks across property types, metropolitan areas, and national markets. His graphical analysis became a fixture of MSCI's annual property market review presentations in North America, Europe, and the Asia Pacific region.

While at PPR (now CoStar), Brent supervised the publication of 250+ quarterly property market forecasts. He also oversaw the modernization of PPR's data collection systems and led the firm's initial groundwork in global risk analysis.

Brent's career began in economic development in Texas in the 1990s. He brings this background to his current role at TIP, combined with extensive experience in the dynamics of real estate, infrastructure, and capital markets.

Brent is a member of the American Planning Association and an AICP-certified planner.

SIGNIFICANT PROJECTS

- ▶ **Strategic planning:** Greater Baltimore Committee (2024); Chicago Metropolitan Agency for Planning (2022); Indianapolis Metropolitan Planning Organization (2022); Virginia Beach, VA (2021); Tampa Bay Economic Dev. (2019); Fort Worth, TX (2017).
- ▶ **Prioritization models:** global port investment, for Deutsche Bank (2009); global agricultural markets, for Southern United States Trade Association, (2007); global city office markets, for Mitsui Fudosan (2004).
- ▶ **Property sector dynamics:** European industrial property, for IPD (2013); Asian retail property, for Prudential (2013), US residential property, for Michigan Office of Retirement Services (2001).
- ▶ **Selected publications:** *Global Property Performance* (2016); *The Road to a Seamless Global Real Estate Portfolio* (2016); *Sectoral Aspects of Global Infrastructure Investment* (2015); *Global Infrastructure Investment: An Overview of the Institutional Landscape* (2014); "Global Real Estate Risk Index," RE/PS 6.6 (2002).



EVAN JOHNSTON
Senior Analyst
evan@tipstrategies.com

EDUCATION

- ▶ Bachelor of Arts, Economics and Psychology, University of Texas at Austin
- ▶ Bachelor of Science, Mathematics, University of Texas at Austin

EXPERTISE

- ▶ Regional labor market analysis
- ▶ Data manipulation and visualization
- ▶ Statistical analysis
- ▶ Quantitative and qualitative research

ABOUT

Evan Johnston works with principals and consultants to collect, organize, and analyze data for clients. He helps the project team to find reputable, reliable data and to distill them into meaningful analyses used in reports and presentations. He specializes in data visualization, economic analysis, and labor market research with an emphasis on equitable workforce development and resiliency.

EXPERIENCE

Before joining TIP, Evan worked as a social science research associate at the IC² Institute and the McCombs School of Business at the University of Texas at Austin on research projects examining labor market dynamics and entrepreneurship.

Evan holds a Bachelor of Arts in Economics and Psychology and a Bachelor of Science in Mathematics from the University of Texas at Austin. He also completed certificates in applied statistical modeling, computer science, and business during his undergrad.

SIGNIFICANT PROJECTS

- ▶ Developed TIP Strategies' Occupational Risk Tool and Job Quality & Access Analysis, two dynamic analytical tools that estimate aspects of workers' risk during the COVID-19 pandemic as well as job quality and access more broadly.
- ▶ Talent Migration: Analyzed federal data tracking worker separations and hires to create an interactive analytical tool describing worker migration trends across the US.
- ▶ Workforce housing: National League of Cities, pilot project on affordable housing on behalf of the Mid-America Regional Council (MARC) which serves the Kansas City area.
- ▶ Job Polarization in Austin: Co-author of Echeverri-Carroll, Oden, Gibson, & Johnston (2018) "Unintended consequences on gender diversity of high-tech growth and labor market polarization" in *Research Policy*.
- ▶ Austin's Entrepreneurial Ecosystem: Contributed to a Kauffman Foundation-funded study of Austin's entrepreneurial ecosystem. Acknowledgement of contributions in Echeverri-Carroll and Feldman (2018) "Chasing entrepreneurial firms" in *Industry and Innovation*.



AJAY KASTURIRANGAN
Analyst
ajay@tipstrategies.com

EDUCATION

- ▶ Master of Science, New York University Center for Urban Science + Progress
- ▶ Bachelor of Technology, Manipal Institute of Technology

EXPERTISE

- ▶ Data Science
- ▶ Machine Learning
- ▶ Big Data Management
- ▶ Urban Informatics
- ▶ Dashboarding

ABOUT

Ajay Kasturirangan works with the firm’s Research and Development team. His responsibilities include using data-driven methods to develop tools and dashboards to track economic metrics both quantitatively and qualitatively for the client.

EXPERIENCE

Prior to joining TIP, Ajay worked as a course assistant for a *Machine Learning for Cities* course at New York University (NYU). Prior to that he worked as a data analyst in the insurance industry, crafting enterprise-level dashboards and working extensively with sales, risk, and financial data.

Ajay holds a Master of Science from NYU’s Center for Urban Science + Progress, where he studied how to use data science and machine learning techniques to solve critical problems in cities.

SIGNIFICANT PROJECTS

- ▶ Presented a research study at the Applied Urban Science Conference 2023, analyzing the patterns of head and eye coordination in low vision individuals in New York City.
- ▶ Developed a machine learning model to predict gross domestic product of US counties based on night light emission image data using open-source tools.
- ▶ Created a report about how government agencies can use technology to improve the state of public toilets in New York City.



REECE NEATHERY
Analyst
reece@tipstrategies.com

EDUCATION

- ▶ Master of Urban Planning, Texas A&M University
- ▶ Bachelor of Science, Geography with a minor in Mathematics, University of Alabama

EXPERTISE

- ▶ Geospatial analysis
- ▶ Land use planning
- ▶ Data finding summarization
- ▶ Walkability and placemaking

ABOUT

Reece Neathery works on TIP's Research and Development team, gathering and analyzing data to provide clear communication between consultants and project stakeholders. He specializes in GIS mapping and analysis, using maps to effectively convey the story being told by a dataset.

EXPERIENCE

Prior to joining TIP, Reece worked as a research assistant at the Texas Real Estate Research Center at Texas A&M University, using GIS software to provide mapping and data visualization of various land use and property characteristics, later automating some of these processes for replication.

Additionally, Reece has worked on several long-term planning projects for various rural communities across Texas with Texas Target Communities. This has included developing long-term transportation and economic development plans, based heavily on stakeholder engagement. He brings with him several years of GIS and demographics analysis experience, especially in the context of planning and real estate.

SIGNIFICANT PROJECTS

- ▶ Participation in development of long-term growth management plans for various rural communities across Texas.
- ▶ Automation of quarterly commercial maps illustrating real estate trends in major Texas metro areas at Texas Real Estate Research Center.
- ▶ Contribution to various urban economics and real estate-focused articles published in Texas Real Estate Research Center's *Tierra Grande* magazine.
- ▶ Graduate-level research on placemaking and walkability in regions of extreme heat.



KAREN BEARD
SVP, Production
 karen@tipstrategies.com

EDUCATION

- ▶ Master of Science, Community & Regional Planning, University of Texas at Austin
- ▶ Bachelor of Arts, Sociology, University of Texas at Austin

EXPERTISE

- ▶ Survey research
- ▶ Regional economic analysis
- ▶ Workforce and higher education analysis
- ▶ Writing and editing

AFFILIATIONS

- ▶ Instructor, Texas Basic Economic Development Course

ABOUT

Karen Beard has 30 years of experience thinking about economic development and community planning from a data, policy, and strategy perspective. Since joining TIP in 2000, she has filled both client-facing and “home team” roles for the firm. As a research associate and then a consultant, she managed client engagements in Texas and across the US, including a focus on helping clients understand their workforce. In her current role as senior vice president of production, Karen helps coordinate the firm’s client deliverables.

EXPERIENCE

Prior to joining TIP, Karen held the position of senior research analyst at the Texas Department of Economic Development. During her tenure at TDED, she was involved in a number of projects, including the design and maintenance of the agency’s “one stop” economic development web sites. In this capacity, she served as the principal developer of the Texas Business & Community Economic Development Clearinghouse, a searchable database of economic development resources.

As a research associate for the State Bar of Texas, Karen analyzed subjects of interest to the legal services industry and participated in dozens of law-related survey research projects, including an extensive annual report on attorney fees and compensation, as well as an award-winning survey on the concerns of minorities in the legal profession. She has also conducted research on the disability community for the Texas Rehabilitation Commission and led a major household travel survey as a research manager for NuStats, an Austin-based transportation research firm. Other topics that she has addressed include the evaluation of manufacturing technology centers and the effect of regulation on the cost of land development.

SIGNIFICANT PROJECTS

- ▶ **Regional economic development planning:** Green River Area Development District, KY; WIRED 26-county region, KY/IN; Racine County EDC, WI.
- ▶ **Defense-dependent communities:** Anniston Army Depot, AL; Fort Hood, TX; Fort Campbell, KY.
- ▶ **Workforce projects:** Workforce Solutions of Central Texas; Western Kentucky Workforce Investment Board; Pearland Economic Development Corporation (TX); Workforce Solutions Lower Rio Grande Valley (TX).



MEREDITH EBERLE
Senior Graphic Designer
meredith@tipstrategies.com

EDUCATION

- ▶ Bachelor of Arts, Photography, University of North Texas
- ▶ Undergraduate Studies, Photography, School of the Art Institute of Chicago

EXPERTISE

- ▶ Engaging designs for complex content
- ▶ Document quality control
- ▶ Custom visual content (infographics, maps, and illustrations)
- ▶ Thought-provoking presentations

ABOUT

Meredith Eberle has over 20 years of graphic design and administrative experience in industries ranging from survey research to education. As TIP’s graphic designer, Meredith draws on both her career experience and fine-arts education to help shape the look and feel of TIP’s presentations and deliverables. Her contributions include design and layout; custom infographics, maps, and illustrations; and other creative digital and print media.

EXPERIENCE

Before joining TIP, Meredith worked in creative and administrative capacities for private education firms. She studied at The School of The Art Institute of Chicago and the University of North Texas, graduating with honors. Meredith also received a Bachelor of Arts in Photography with a minor in Social Science.

SIGNIFICANT PROJECTS

- ▶ Design of presentation on disruptive technology delivered to the International Economic Development Council; also delivered as a webinar and made available for purchase through the organization’s online store.
- ▶ Design of presentation on economic equity and inclusion for the Texas Economic Development Council’s COVID-19 response webinar series, available for purchase through the organization’s online store.
- ▶ *Allen County Together*, an economic development action plan for Greater Fort Wayne, Inc. (IN), designed in the client’s branding that showcased the county’s quality of place and unique assets.
- ▶ *THRIVE Spokane*, a regional CEDS and resilience framework designed in the client’s branding, communicating a collective vision for equitable and sustainable economic prosperity across Spokane County (WA).
- ▶ *Inclusive Growth Analysis* for the Chicago Metropolitan Agency for Planning (CMAP) region designed in TIP’s branding.



TINA AVENT
Designer
tina@tipstrategies.com

EDUCATION

- ▶ Associate degree in UI/UX, Austin Community College (Austin, Texas)
- ▶ Studied graphic design and photography at the University of North Texas (Denton, Texas)

EXPERTISE

- ▶ Tableau interface and design
- ▶ Adobe Creative Suite
- ▶ Typography
- ▶ Web development, design, and SEO
- ▶ User experience design
- ▶ Accessibility

ABOUT

Tina Avent has nearly two decades of experience as a dedicated and innovative graphic designer. As a designer at TIP, Tina assists with the preparation of client deliverables and presentations, creating and maintaining design assets, and designing and packaging the firm's Tableau deliverables. She brings expertise in user interface (UI) and user experience (UX) and has developed an expertise in ensuring TIP's deliverables comply with accessibility standards.

EXPERIENCE

Prior to joining TIP, Tina held graphic design positions with International Conference Management, Inc. (a national convention and trade show producer) and OnRamp Access (now LightEdge, a high security data center and internet services company). During her tenure at each firm, she worked cohesively with creative, sales, operational, and leadership professionals to align goals and enhance the company's image. Before working as the lead graphic designer for OnRamp for nearly seven years, Tina spent more than a decade as a web developer for OnRamp clients, including the Texas Secretary of State and Railroad Commission. Through this experience she gained a proficiency in digital, print, tradeshow, and overall branding design, as well as exceptional front-end development skills.

SIGNIFICANT PROJECTS

- ▶ Collaborated on asset management, design, and layout to create *Growing with Vision*, a regional development plan for Northeast Indiana Regional Development Authority that has brought critical investment to the region.
- ▶ Improved ADA accessibility adherence for deliverables, including the Pinellas, Florida, Comprehensive Economic Development Strategic Plan.
- ▶ Improved usability for data deliverables through collaboration with TIP's research and development team.
- ▶ Conducted user research for an accessibility project for Austin-Bergstrom International Airport.



512.343.9113 | TIPStrategies.com | 13492 N Hwy. 183, Ste 120-254, Austin, TX 78750

**Exhibit B
Payment Terms**

SELECT ONE:

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

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

-OR-

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

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

Schedule of Payment for each phase:

Reference attached Schedule of Payments as part of Exhibit B Payment Terms.

Schedule of Payments

The Consultant will submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures. charges, fees, services, and expenses in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:

Under this Agreement, the City shall pay the Contractor an amount not to exceed One Hundred Forty-Five Thousand and 00/100 Dollars (\$145,000.00).

Contractor will invoice City in nine (9) equal monthly progress billings of \$15,000.00.

1st invoice, May 2025: \$15,000.00

2nd invoice, June 2025: \$15,000.00

3rd invoice, July 2025: \$15,000.00

4th invoice, August 2025: \$15,000.00

5th invoice, September 2025: \$15,000.00

6th invoice, October 2025: \$15,000.00

7th invoice, November 2025: \$15,000.00

8th invoice, December 2025: \$15,000.00

9th and final invoice held until project completion, estimated January 2026: \$15,000.00

Contractor must provide City with final plan materials prior to invoicing City for the final monthly process billing.

Contractor must obtain City approval prior to incurring out-of-pocket expenses. Contractor may be reimbursed for actual out-of-pocket expenses incurred in conjunction with this engagement, to include such items as reasonable travel costs (including flights, meals, and hotel accommodations), data purchases, and reproduction with no mark-up for an amount not to exceed \$10,000.00.

Payments will be:

9 Equal Payments of \$15,000.00	\$135,000.00
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Out of Pocket/Travel Not to Exceed	\$ 10,000.00
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Total Contract	\$145,000.00
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Exhibit C
Certificates of Insurance

Contract No. 25300462
Professional Services -Consultant
Form 04-20-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2025

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 PATRICK WATKINS IAAT INC PO BOX 1188 MINEOLA, TX 75773	CONTACT NAME: DAN FERCH PHONE (A/C, No, Ext): 512 750 9546 FAX (A/C, No): E-MAIL ADDRESS: DAN@FERCHINSURANCEGROUP.COM INSURER(S) AFFORDING COVERAGE INSURER A : HANOVER INS CO INSURER B : SENTINEL INSURANCE COMPANY LTD INSURER C : INSURER D : INSURER E : INSURER F :
INSURED TIP STRATEGIES, INC. 8459 LYNDON LANE AUSTIN, TX 78729	NAIC #

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
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 1000 DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	65 SBA NZ6001 SC	8/27/24	8/27/25	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			65 SBA NZ6001 SC	8/27/24	8/27/25	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5000			65 SBA NZ6001 SC	8/27/24	8/27/25	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY	X	X	LHD J487684 01	9/14/24	9/14/25	2,000,000 EAC OCC 2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED FOR CONTRACT BUSINESS LIABILITY COVERAGE FORM SS0008 ATTACHED TO THIS POLICY. A1 ENDORSEMENT APPLIES TO GENERAL LIABILITY AND AUTO POLICY WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER.
 30 DAYS NOTICE OF CANCELLATION PROVIDE TO CERTIFICATE HOLDER
 POLICY IS PRIMARY AND NONCONTRIBUTORY

CERTIFICATE HOLDER

CANCELLATION

CITY OF COLLEGE STATION ATTN: RISK MANAGEMENT PO BOX 9960 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. AUTHORIZED REPRESENTATIVE PATRICK WATKINS
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2025

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 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 AUTO DATA PROCESSING INS AGCYINC 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	CONTACT NAME:		
	PHONE (800) 524-7024 (A/C, No, Ext):	FAX (800) 524-4013 (A/C, No):	
	E-MAIL ADDRESS:		
INSURED TIP STRATEGIES DBA TIP STRATEGIES 8459 LYNDON LN AUSTIN TX 78729-3706	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A : Hartford Fire and Its P&C Affiliates		00914
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	76 WBG GE2765	03/26/2025	03/26/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 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)

Those usual to the Insured's Operations. Notice of Cancellation will be provided in accordance with Form WC990394, attached to this policy. Waiver of Subrogation applies in favor of City of College Station Attn: Risk Management per Waiver of our Right to Recover from Others Endorsement WC420304B, attached to this policy.

CERTIFICATE HOLDER

City of College Station
 Attn: Risk Management
 PO Box 9960
 COLLEGE STATION TX 77842-7960

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

Susan S. Castaneda

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May 8, 2025
Item No. 8.1.
Street Maintenance Update

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an update on the street maintenance program.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

None

May 8, 2025

Item No. 8.2.

History of Midtown Development and Rock Prairie MMD No. 2

Sponsor: Jennifer Prochazka, Assistant City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the history of the Midtown Development and Rock Prairie MMD No. 2 in College Station.

Relationship to Strategic Goals:

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

None

May 8, 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.

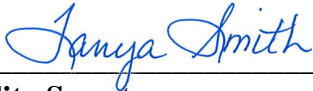
PART 5: It is recognized this policy will often be implemented in the context of great numbers of legislative proposals being considered within short time periods. City representatives, under the direction of the City Manager, shall be authorized

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.

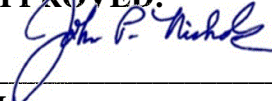
ADOPTED this 9^h day of January, 2025.

ATTEST:



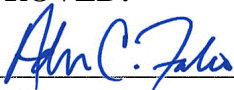
City Secretary

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.

May 8, 2025
Item No. 9.1.
Budget Amendment 2

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on Budget Amendment 2 amending Ordinance No. 2024-4539 which will amend the budget for the 2024-2025 Fiscal Year in the amount of \$2,375,667.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve Budget Amendment #2.

Summary: The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover expenditures and after holding a public hearing on such budget amendment. The proposed budget amendment is to increase the FY25 budget appropriations by \$2,375,667 primarily for the addition of two police officers and twelve firefighters via grant funding and a new district manager in the Northgate Fund. This amendment also includes: replacement of a totaled police car, use of fund balance in the Drainage Fund for culvert repairs, and the recognition of funding for a structural wall and other minor additions at the Fun For All playground. A cash for capital transfer between the Electric Operating Fund and Electric Capital Improvement Projects Fund is also presented for approval. This increased transfer will eliminate the need to issue debt in FY25 for Electric capital projects.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment. If approved, the net revised 2024-2025 budget appropriations will be \$558,545,110.

Attachments:

1. FY25 Budget Amendment #2 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2024-4539 AS BUDGET AMENDMENT NUMBER 2 AMENDING THE BUDGET FOR THE 2024-2025 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on August 22, 2024, the City Council of the City of College Station, Texas, adopted Ordinance No. 2024-4539 approving its Budget for the 2024-2025 Fiscal Year: and

WHEREAS, on January 23, 2025, the City Council of the City of College Station, Texas, adopted Ordinance 2025-4570 amending its Budget for the 2024-2025 Fiscal Year via Budget Amendment Number 1, and

WHEREAS, this Budget Amendment Number 2 was prepared and presented to the City Council and a public hearing was held as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2024-4539 is hereby amended by amending the 2024-2025 Budget by a net amount of \$2,375,667 as further detailed in **Exhibit A**.

PART 2: That this Budget Amendment Number 2 shall be attached to and made a part of the 2024-2025 Budget.

PART 3: That except as amended Ordinance No, 2024-4539 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2025

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A – FY25 BUDGET AMENDMENT #2 DETAIL LISTING

- 1. Police Department CIT Grant - \$554,400 (Budget Amendment) 2.0 FTE.** Police received a CIT Grant through the Office of the Governor for the salary and benefits of two full-time existing mental health peace officers, a vehicle, associated equipment, and training.
- 2. Fire Department SAFER Grant - \$697,361 (Budget Amendment), 12.0 FTE** The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The City was awarded funding for twelve firefighters' salaries and benefits. This amendment is for six months salaries and benefits and also covers the uniforms and training costs.
- 3. Replace Totaled Police Car - \$98,000 (Budget Amendment).** Funding for the replacement of a Police vehicle deemed a total loss.
- 4. Add Position: District Manager –\$62,360 Northgate Fund (Budget Amendment) 1.0 FTE.** New position in the Northgate Parking Fund to manage activities in the Northgate District. Budgeted for six months in FY25.
- 5. Drainage Holleman Emergency Culvert Repair - \$500,000 Drainage Fund (Budget Amendment).** Amendment to cover the cost of culvert repairs under Holleman Drive. The Drainage Fund has available fund balance to cover these costs.
- 6. Electric Cash for Capital Increase - \$15,000,000 Electric Fund (Interfund Transfer).** This item will increase the cash for capital transfer between the Electric Operating and Electric Capital Improvement Projects Funds. This increased transfer will eliminate the need to issue debt in FY25 for Electric capital projects. Due to higher than anticipated operating revenues realized in FY24, the Electric Operating Fund has sufficient revenues to support the increased transfer. The Electric Operating Fund will continue to have sufficient working capital to meet all required reserve policies and recurring costs.
- 7. Fun For All Donor Plaza Project - \$ 463,546 Fun for All Playground Fund (Budget Amendment).** Per direction from the Fun For All Park Committee, after a deposit of \$242,418 of their fundraising, the City will be building a structural wall that recognizes donors to the project along with shade structures and other minor additions. To be executed by the Parks and Recreation Department and Capital Improvements. This will draw down fund balance in the Fun For All Fund to zero.

May 8, 2025

Item No. 9.2.

HWY 6 Widening Utility Relocates Condemnation of Public Utility Easements - Post Oak Mall

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution of the City Council of the City of College Station, Texas, determining that a public utility easement containing two parcels, totaling approximately 1.69 acres of land, is needed and needs to be acquired from POM-College Station, LLC, for the construction, operation, and maintenance of a public utility easement, as a part of the utility relocations required by the upcoming widening of State Highway 6 by the Texas Department of Transportation ("TxDOT"); and authorizing the institution of eminent domain proceedings.

Relationship to Strategic Goals:

Core Services and Infrastructure

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

Summary: TxDOT is currently designing a project to widen State Highway 6, from State Highway 21 in Bryan to just north of State Highway 40 in College Station. Construction of the TxDOT project is planned to begin in Summer 2025 and utilities must be relocated as soon as possible to facilitate TxDOT's proposed construction schedule.

POM-College Station, LLC, the landowner, has requested condemnation of the needed easements to facilitate and expedite acquisition due to required lienholder consent, as well as the consent of multiple tenants. The landowner has indicated that they are agreeable to the initial offer of \$529,776, which was based on an appraisal report completed by Allen, Williford & Seale Inc., for the two tracts that will contain the easement.

Budget & Financial Summary: An approved budget is included for this project in the Electric Fund. There is a sufficient balance remaining for this easement acquisition and future costs.

Attachments:

1. Map of Easement Area - POM College Station LLC
2. Resolution_Eminent Domain-POM College Station LLC
3. Ex. A-POM-College Station - Lot4-AR_Easement Survey
4. Ex. B-POM-College Station - Lot5-A_Easement Survey



Outparcel

Outparcels

Subject Property

Outparcel

Outparcels

Proposed 0.469 Acre and
1.221 Acres Acquisition
1.69 Acres Total

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING THAT A PUBLIC UTILITY EASEMENT CONTAINING TWO PARCELS TOTALING APPROXIMATELY 1.69 ACRES OF LAND, IS NEEDED AND NEEDS TO BE ACQUIRED FROM POM-COLLEGE STATION, LLC, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A PUBLIC UTILITY EASEMENT AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS.

WHEREAS, the City Council of the City of College Station now finds and determines that public convenience and necessity requires the City of College Station to acquire a permanent public utility easement over and across two tracts of land, totaling approximately 1.69 acres for the public purpose of the construction, operation, and maintenance of a public utility easement in the City of College Station, Texas. More specific descriptions of said public utility easement are attached hereto as Exhibit A and Exhibit B, and made a part hereof (herein after the “Land”); and

WHEREAS, the City of College Station, through its duly authorized representatives, has negotiated with the owner of the Land for the purchase of the Land for the purpose stated herein and has been unable to agree with such owner as to the fair cash market value thereof and damages, if any, to obtain the necessary property rights required by the City of College Station; and

WHEREAS, the City Council of the City of College Station has authorized the City Manager or his designee to make an initial written offer to the owner of the Land for the purchase of the same based upon its appraised value, and such offer has been made; now therefore,

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

Section 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

Section 2. The City Council of the City of College Station finds that, in compliance with Chapter 21 of the Texas Property Code, an initial offer has been made by duly authorized representatives of the City for acquisition of a public utility easement over and across the herein described Land, and that said offer was not accepted. A final offer has been sent to the owner of the Land, and that said offer was not accepted. Since the final offer was rejected, the only way for the City of College Station to acquire such interest in the Land will be through the filing of eminent domain proceedings.

Section 3. The City Council hereby finds and determines that a public use and necessity exists for the City of College Station to construct, operate, and maintain a public utility easement and to acquire the necessary property rights in the Land as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 4. Since the final offer was rejected by the owner of the Land, the City Attorney, or his designee, is hereby authorized to bring eminent domain proceedings on behalf of the City of College Station under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, as amended, Chapter 21 of the Texas Property Code, or by any other provision of law, against the owner or owners of the Land and any other person or entity who may have any interest in the Land.

PASSED, APPROVED, AND RESOLVED this _____ day of _____, 2025.

John Nichols
Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Proposed Easement
Lot 4-AR, Block 1
Post Oak Mall
College Station, Texas
June 2024

All of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, being part of Lot 4-AR, Block 1 of Post Oak Mall Subdivision as described by the replat recorded in volume 15084, page 34 of the Official Public Records of Brazos County, Texas, being a variable-width strip through the southeast edge of Lot 4-AR, and being more particularly described as follows:

Beginning at a small nail found in an X-mark in concrete at the south common corner said Lot 4-AR and Lot 5-A, Block 1 of Post Oak Mall as described by replat recorded in volume 752, page 573 of the Official Public Records of Brazos County, Texas, from where another X-mark found in concrete bears N 25° 30' E – 0.61 feet, and City of College Station GPS monument no. 127 bears N 83° 56' 52" E – 1530.2 feet;

Thence N 44° 53' 30" E – 9.32 feet, along a southeast line of Lot 4-AR, being a northwest right-of-way line of Holleman Drive, to an X-mark found in concrete at a slight angle point;

Thence N 42° 23' 22" E – 226.26 feet, along another southeast line of said Lot 4-AR and right-of-way line of Holleman Drive, to a 1/2" iron rod with a yellow plastic cap stamped "KERR 4502" found at an angle point;

Thence N 51° 54' 41" E – 78.19 feet, along another southeast line of said Lot 4-AR and right-of-way line of Holleman Drive, to an angle point of this described easement tract, also being the west corner point of that 0.605 acre easement tract described in the judgment to the City of College Station recorded in volume 19244, page 202 of the Official Public Records of Brazos County, Texas, from where a 1/2" iron rod with a yellow plastic cap stamped "KERR 4502" found at a point in the boundary of Lot 4-AR and said right-of-way line bears N 51° 54' 41" E – 193.1 feet;

Thence N 38° 18' 05" E – 450.94 feet, through said Lot 4-AR along a northwest line of the said existing 0.605 acre easement tract, to the east corner point of this described easement tract;

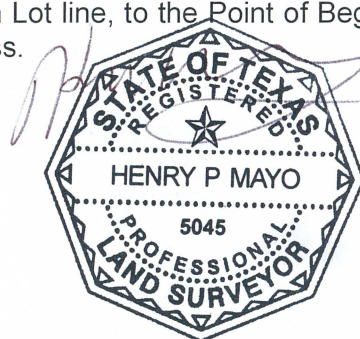
Thence S 43° 37' 00" W – 495.50 feet, through said Lot 4-AR, to a slight angle point in the northwest boundary of this described easement tract;

Thence S 44° 20' 00" W – 267.25 feet, continuing through said Lot 4-AR, to the most westerly corner of this described easement tract in a common line of Lot 4-AR and said Lot 5-A;

Thence S 47° 37' 28" E – 38.48 feet, along the said common Lot line, to the Point of Beginning and containing 0.469 acres (20,408 sq. ft.) of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83 datum, based on GPS observations checked to City of College Station GPS control monuments no. 127 and no. 120 (S 43° 22' 14" W).

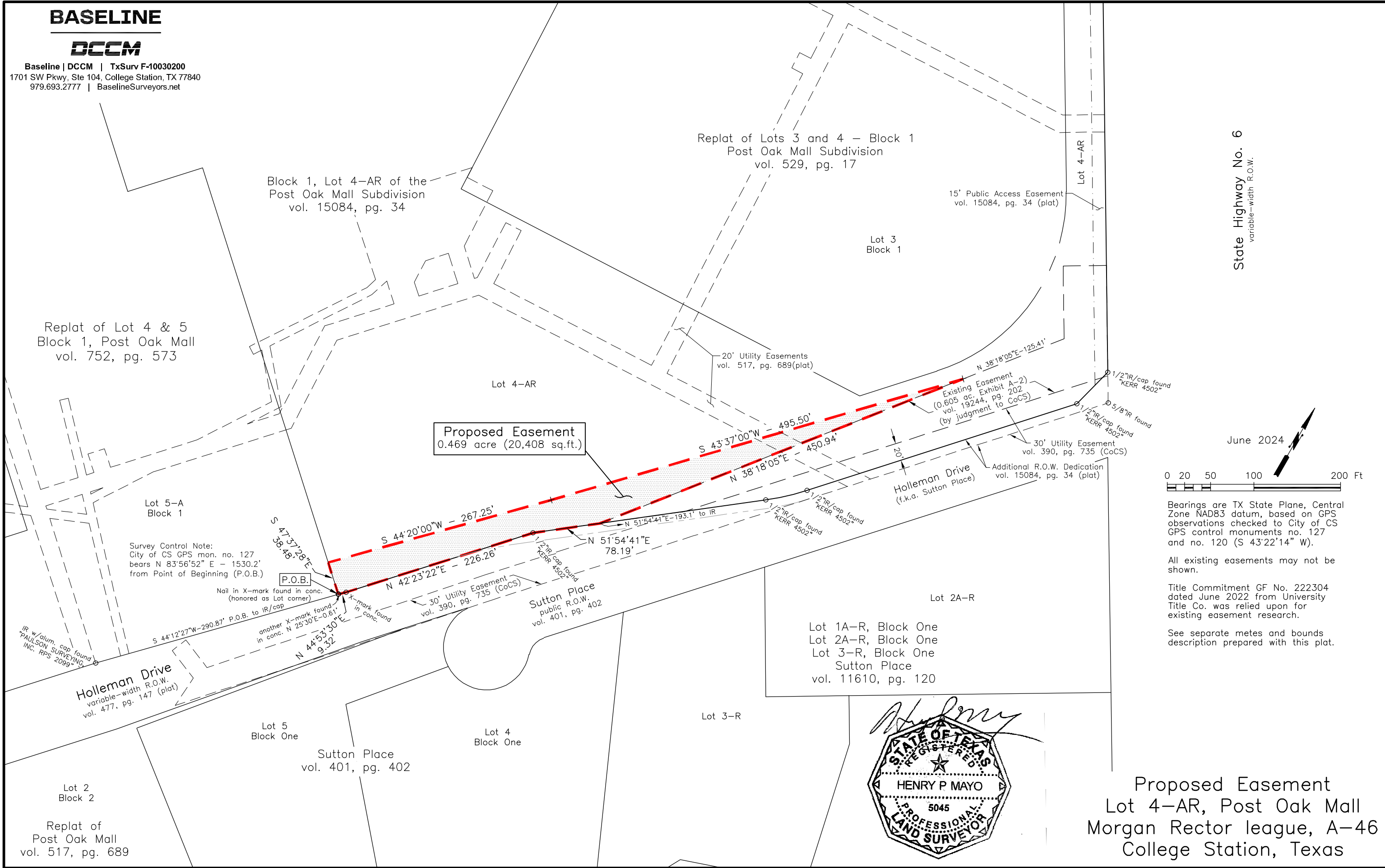
See separate survey plat dated June 2024.



BASELINE



Baseline | DCCM | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | BaselineSurveyors.net



State Highway No. 6
variable-width R.O.W.

June 2024



Bearings are TX State Plane, Central Zone NAD83 datum, based on GPS observations checked to City of CS GPS control monuments no. 127 and no. 120 (S 43°22'14\"/>

All existing easements may not be shown.

Title Commitment GF No. 222304 dated June 2022 from University Title Co. was relied upon for existing easement research.

See separate metes and bounds description prepared with this plat.



Proposed Easement
Lot 4-AR, Post Oak Mall
Morgan Rector league, A-46
College Station, Texas

Proposed Easement
Lot 5-A, Block 1
Post Oak Mall
College Station, Texas
June 2024

All of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, being part of Lot 5-A, Block 1 of Post Oak Mall Subdivision as described by the replat recorded in volume 752, page 573 of the Official Records of Brazos County, Texas, being a variable-width strip of land through the southeast edge of Lot 5-A, and being more particularly described as follows:

Beginning at a small nail found in an X-mark in concrete at the south common corner said Lot 5-A and Lot 4-AR, Block 1 of Post Oak Mall Subdivision as described by replat recorded in volume 15084, page 34 of the Official Public Records of Brazos County, Texas, from where another X-mark found in concrete bears N 25° 30' E – 0.61 feet, and City of College Station GPS monument no. 127 bears N 83° 56' 52" E – 1530.2 feet;

Thence along the southeast boundary lines of said Lot 5-A, also being northwest right-of-way lines of Holleman Drive, as follows:

S 44° 12' 27" W – 290.87 feet to an iron rod with an aluminum cap stamped "PAULSON SURVEYING, INC. RPS 2099" found at an angle point;

S 42° 20' 17" W – 455.00 feet to an iron rod with an aluminum cap stamped "PAULSON SURVEYING, INC. RPS 2099" found at an angle point;

S 40° 24' 49" W – 300.13 feet, to a slight angle point;

and S 42° 18' 47" W – 12.12 feet, to the most southerly corner of this described easement tract and the most easterly corner of that 0.850 acre easement tract described in the judgment to the City of College Station recorded in volume 19244, page 202 of the Official Public Records of Brazos County, Texas, from where a 1/2" iron rod found at the east corner of the U.S.D.A. Subdivision, as described by plat recorded in volume 8255, page 284 of the Official Public Records of Brazos County, Texas, bears S 45° 22' W – 127.6 feet;

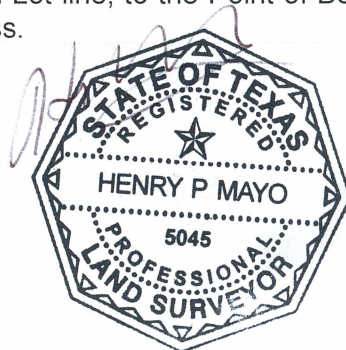
Thence N 47° 35' 09" W – 75.93 feet, through said Lot 5-A along a northeast line of the said existing 0.850 acre easement tract, to the most westerly corner of this described easement tract;

Thence N 44° 20' 00" E – 1058.36 feet, through said Lot 5-A, to the most northerly corner of this described easement tract in a common line of Lot 5-A and said Lot 4-AR;

Thence S 47° 37' 28" E – 38.48 feet, along the said common Lot line, to the Point of Beginning and containing 1.221 acres (53,172 sq. ft.) of land more or less.

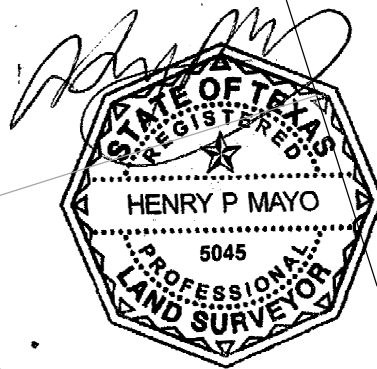
Bearings are Texas State Plane, Central Zone, NAD-83 datum, based on GPS observations checked to City of College Station GPS control monuments no. 127 and no. 120 (S 43° 22' 14" W).

See separate survey plat dated June 2024.



City of College Station
6.50 acres
vol. 389, pg. 28

Block 1, Lot 4-AR of the
Post Oak Mall Subdivision
vol. 15084, pg. 34



June 2024

0 20 50 100 200 Ft

Bearings are TX State Plane, Central Zone NAD83 datum, based on GPS observations checked to City of CS GPS control monuments no. 127 and no. 120 (S 43°22'14" W).

All existing easements may not be shown.

Title Commitment GF No. 222304 dated June 2022 from University Title Co. was relied upon for existing easement research.

See separate metes and bounds description prepared with this plat.

Lot 5-A
Block 1

Lot 5-B
Block 1

Lot 5-A
Block 1

Lot 4-AR

Replat of Lot 4 & 5
Block 1, Post Oak Mall
vol. 752, pg. 573

Lot 5-B
Block 1

Lot 5-A
Block 1

20' & 10' Utility Easements
vol. 752, pg. 573 (plat)

10' Easement (for gas)
vol. 814, pg. 753 (Enserch)

Proposed Easement
1.221 acres (53,172 sq.ft.)

another X-mark
found in conc.
N 25°30'E-0.61'
[P.O.B.]

Survey Control Note:
City of CS GPS mon. no. 127
bears N 83°56'52" E - 1530.2'
from Point of Beginning (P.O.B.)

Existing Easement
(0.850 ac. Exhibit A-3)
vol. 19244, pg. 202
(by judgment to CoCS)

20' Utility Easement
vol. 752, pg. 573 (plat)

IR w/ alum. cap found
PAULSON SURVEYING
INC. RPS 2099

Lot 5
Block One
Sutton Place
vol. 401, pg. 402

Lot 4
Block One

Proposed Easement
Lot 5-A, Post Oak Mall
Morgan Rector league, A-46
College Station, Texas

Replat of
Post Oak Mall
vol. 517, pg. 689

Lot 2
Block 2

Oak
May
Drive

N 47°35'09"W
75.93'

S 45°22'W
127.6' to IR

S 42°18'47"W
12.12'

S 40°24'49"W - 300.13'

Lot 1
Block 2

IR w/ alum. cap found
PAULSON SURVEYING
INC. RPS 2099

Holleman Drive
Variable-width R.O.W.
vol. 477, pg. 147 (plat)

N 44°20'00"E - 1058.36'

S 42°20'17"W - 455.00'

S 44°12'27"W - 290.87'

S 47°37'28"E
38.48'

Lot 3

Vol. 11079, pg. 30
Lots 1-4, Block 1
Fidcon Point

Lot 4

City of College Station
6.50 acres
vol. 389, pg. 28

United States Department
of Agriculture
Subdivision
vol. 8255, pg. 284

Lot 1
Block 1

1/2"IR found

1/2"IR found

1/2"IR found

5/8"IR/cap found
"CARLOMAGNO
RPLS 1562"

May 8, 2025
Item No. 9.3.
Pool Inspection Ordinance

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 18, "Health" of the Code of Ordinance by adding sections relating to public pool inspections.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends Council consider and vote upon the proposed ordinance.

Summary: At the March 27th, 2025 City Council meeting, the Brazos County Health District made a presentation regarding the need for a pool inspection program to be administered by the Health District. At that time, the Council directed staff to bring back an ordinance establishing a pool inspection program. Staff has worked with the Health District to draft the ordinance before you. While the inspections will be administered by the Health District, the City must pass an ordinance to require the inspections and to authorize the Health District to carry them out.

Budget & Financial Summary: N/A

Attachments:

1. CH 18 Art IV Pool Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “HEALTH,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING CERTAIN SECTIONS RELATING TO PUBLIC POOL INSPECTIONS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 18, “Health” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 18, "Health," of the Code of Ordinances of the City of College Station, Texas is hereby amended by adding **Article IV-Public Swimming Pools and Spas** and is to read as follows:

Chapter 18**ARTICLE IV-Public Swimming Pools and Spas****DIVISION I-GENERALLY**

State Law Reference-Texas Health & Safety Code Chapter 341 et seq.

Sec. 18.99 – Penalties and fees.

(a) The Brazos County Health District (BCHD) Board of Health shall adopt the regulations in this article to set and charge fees necessary to the administration and enforcement of the provisions of this article, including, but not limited to, permit fees, class fees, inspection fees, and re-inspection fees. The BCHD Board of Health shall provide an updated fee schedule to the City within thirty (30) days of approved fee changes.

(b) Any person found violating this article is guilty of a misdemeanor and upon conviction is punishable in accordance with [Section 1-7](#). A violation of this article does not prevent the City or any Regulatory authority from seeking any other civil or criminal violations under state or federal law.

Sec. 18-100. - State rules adopted.

(a) The City adopts by reference and incorporates into this article the Texas Administrative Code - Title 25 —Health Services, Part I — Department of State Health Services, Chapter 265—General Sanitation, Subchapter L —Public Pools and Spas, as the regulations now exist and as hereafter amended.

(b) The term "municipality or City" in the regulations and this article shall be understood to refer to the City of College Station and the term "Regulatory Authority" in the said regulations and this article refer to the City or its authorized representative. The authorized representative for enforcement of this article and the regulations are the Brazos County Health District ("BCHD") and the City.

(c) The term person as used in this article means any person who may be responsible for the maintenance, operations or management or the permit applicant of a public pool or spa.

Sec. 18-101. - Service of Notices. A notice provided for in this article is properly served when it is delivered to the permit holder, or when it is sent by registered or certified mail, return receipt

requested, to the last known address of the permit holder. Notice may be provided by conspicuously posting the notice at the location of the pool or spa if the notice relates to an imminent health or safety hazard. A copy of the notice shall be filed in the records of the Regulatory Authority.

Sec. 18-102. - Hearings.

(a) Right to Hearing. A person may request a hearing contesting the Regulatory Authority's denial of an application for a permit or a suspension or revocation of a permit or a hold order, except that a hearing request does not stay the Regulatory Authority's order for the suspension of a permit, revocation or hold order.

(b) Written Request. A person requesting a hearing in response to a denial of an application for permit, a suspension or revocation must submit a written request for a hearing to the municipality within ten (10) days from the date of the notice.

(c) Request Contents. A hearing request shall be in writing and must contain the following:

- (1)** A statement that a genuine and material issue of fact exists for which the hearing is requested;
- (2)** A statement of defense, mitigation, denial, or explanation concerning each allegation of fact;
- (3)** A statement indicating whether the presence of witnesses for the Regulatory Authority is required; and
- (4)** The name and address of the respondent's or requester's legal counsel, if any.

(d) Hearing Procedures. The hearings provided for in this section are conducted by the City Manager or designee at a time and place designated by same. Based upon the recorded evidence of such hearing, the City Manager or designee shall make a final finding, and shall sustain, modify or rescind any notice or order considered in the hearing. A written decision shall be furnished to the permit holder by the municipality.

Sec. 18-103. - Inspections.

(a) Preoperational Inspections. The Regulatory Authority may inspect a new public swimming pool or spa before it is operational to determine compliance with the requirements of this article.

(b) Inspection Frequency. Inspections of a public swimming pool or spa shall be performed as often as necessary for the enforcement of this article based on public health and safety risks posed by the public swimming pool or spa and their past compliance history. The regulatory authority may make annual inspections, surveys and investigations, collect samples of water and other substances found on the premises of public swimming pools or spas, and make or cause to make such laboratory analysis as may be necessary to

determine that every public swimming pool or spa complies with the standards and requirements set forth in this article. Seasonal public swimming pools and spas may receive a pre-opening inspection as well as an inspection during operation. Inspections may also be made where consumer complaints or reports of hazardous public swimming pool or spa conditions warrant a need to perform an inspection.

(c) Access. Agents of the Regulatory Authority, after proper identification, shall be permitted to enter any public swimming pool or spa during normal hours of operation or at any reasonable time, for the purpose of making inspections, to determine compliance with this article. The agents shall be permitted to examine the records of the public swimming pool or spa to obtain information pertaining to water testing, equipment functionality, and safety compliance. If a person denies access to the Regulatory Authority, the Regulatory Authority shall:

(1) Inform the person that:

- a.** The permit holder is required to allow access to the Regulatory Authority as specified in this article and the permit;
- b.** Access is a condition of the acceptance and retention of a public swimming pool or spa permit to operate under this article; and
- c.** If access is denied, an order issued by the Municipal Court Judge of the City of College Station allowing access, hereinafter referred to as an inspection order, maybe obtained according to law; and

(2) Make a final request for access.

(d) Inspection Reports. Whenever an inspection of a public swimming pool or spa is made, the findings shall be recorded on the inspection report form. The inspection report form shall summarize the requirements of these rules and shall set forth a score of “Pass” or “Fail”. A copy of the inspection report form shall be furnished to the person in charge of the establishment, at the conclusion of the inspection. The completed inspection report form is a public document that shall be made available for public disclosure to any person who requests it according to law. An inspection report form is based on the requirements of this article and is on file in the Regulatory Authority's Office.

(d) Violation Corrections.

(1) Correction Procedures. The inspection report form shall specify a reasonable period of time for the correction of the violation found, and the correction of the violations shall be accomplished within the period specified, in accordance with the following provisions:

- a.** If the Regulatory Authority determines an imminent health and safety hazard exists, the establishment shall immediately cease operations. Operations shall not be resumed until authorized by the

Regulatory Authority. An imminent health and safety hazard exists under conditions, including, but not limited to:

1. Lack of safety equipment;
2. Lack of working emergency phone;
3. Chemical levels above or below required limits for operations;
4. Circulation pumps not functioning;
5. Non-compliance with Virginia Graeme Baker Pool and Safety Act;
6. Lack of self-closures on gates; or
7. Other conditions that affect public health and safety.

(2) **Reinspection Fee.** Any violation not corrected after two follow-up visits may be subject to a reinspection fee determined by the BCHD Board of Health. If the fee has not been paid after thirty (30) days, there will a 20 percent additional fee collected, and after sixty (60) days the permit may be suspended.

Sec. 18-104. - Certified Pool Operator Required.

(a) Per Texas Administrative Code § 265.205, every public swimming pool or spa is required to be overseen by a certified pool operator (CPO). The CPO is not required to be onsite but must be available by phone and able to quickly resolve issues that are hazardous to public health and safety. A CPO may supervise multiple public swimming pools or spas but if public swimming pools or spas under a specific CPO have continuous violations, the Regulatory Authority reserves the right to limit the number of public swimming pools or spas which that CPO may supervise.

(b) Non-compliance with this section will result in a follow-up fee determined by the BCHD Board of Health.

DIVISION 2. – PERMIT

Sec. 18-105. - Required. No person shall operate a public swimming pool or spa not having a valid permit issued by the Regulatory Authority. Only a person complying with this article may receive or retain a permit. It shall be unlawful to interfere with the Regulatory Authority in the performance its duties as described in this article.

Sec. 18-106. - Issuance.

(a) **Permit Application.** Any person desiring to operate a public swimming pool or spa shall make written application for a permit on the forms provided by the Regulatory Authority. Before approval of an application for a permit, the Regulatory Authority shall inspect the proposed public swimming pool or spa to determine compliance with the requirements of the State rules as adopted by this article. The Regulatory Authority shall issue a permit if its inspection reveals that the proposed public swimming pool or spa

complies with the requirements of this article. A valid permit shall be posted on the public swimming pool or spa premises in a location visible to the users of the public swimming pool or spa and available for inspection by the regulatory authority. The applicant shall pay the Regulatory Authority a fee to be set by the BCHD Board of Health at the time of renewal, prior to opening a new public swimming pool or spa and when a change of ownership occurs.

(b) Permit Conditions. Every person as part of the permit application and the permit gives the City and the Regulatory Authority written permission and consent to enter the premises where the pool or spa is located for inspection.

(c) Permit Term. The permit term is one (1) year. The permit application and fee must be received by the Regulatory Authority before the end of the permit term. If such application and fee are not received the Regulatory Authority may assess an additional 20 percent of the fee for failure to timely submit. Any application and permit fee not received within thirty (30) days after the expiration may result in immediate closure of the public swimming pool or spa.

(d) Permit Required. A permit is required to operate a public swimming pool or spa. If a public swimming pool or spa is found to be operating without a permit, the public swimming pool or spa shall close operations until a permit is issued by the Regulatory Authority. A re-inspection fee, as determined by the BCHD Board of Health, may be charged to the public swimming pool or spa.

(e) Expired Permits. If a permit for a public swimming pool or spa expires and no renewal application is filed and approved within three (3) months of the expiration, the public swimming pool or spa must be drained and signs posted indicating that the public swimming pool or spa is closed. If a renewal application is not filed and approved within twenty-four (24) months, the public swimming pool or spa must be filled with a material approved by the City. This provision applies to permits that expire while a permit is under suspension.

Sec. 18-107. - Transfer. Permits are not transferable.

Sec. 18-108. - Suspension.

(a) Suspension for Public Health or Safety. The Regulatory Authority may without warning, notice, or hearing suspend any permit to operate a public swimming pool or spa if the holder of the permit or person in charge or the operation of the public swimming pool or spa:

- (1)** Does not comply with the requirements of this article; or
- (2)** The operation of the public swimming pool or spa constitutes an imminent health and safety hazard.

(b) Effective with Notice. Suspension is effective upon service of the notice required by this article.

(c) Operations Cease with Suspension. When a permit is suspended, public swimming pool or spa operations shall immediately cease. Unless otherwise provided in this article, within one (1) year, the first permit suspension will result in a mandatory 24-hour closure. The second permit suspension will result in a 72-hour mandatory closure. After a third permit suspension within a 12-month period the permit will be revoked, and the owner may seek a hearing as set forth in this article or apply for a new permit. If granted, the owner must pay the yearly fee plus the re-inspection fee, and pass an opening compliance inspection, meeting all requirements as outlined in this article.

(d) Right to Appeal Suspension. Whenever a permit is suspended, the permit holder or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and notified of the right to appeal such suspension as provided in this article. If no written request for the hearing is filed within ten (10) days of the service of notice, the suspension is sustained. The Regulatory Authority may end the suspension at any time if reasons for suspension no longer exist.

(e) Reinspection Required. Whenever a public swimming pool or spa permit is suspended, a re-inspection must be paid. The establishment shall not resume operations until such time as a re-inspection determines that conditions responsible for the suspension no longer exist.

(f) Fees Required. Failure to pay any and all permit fees, re-inspection fees, late charges and any other fees owed to the Regulatory Authority when due may result in a permit suspension until such time as all fees and/or late charges have been paid.

Sec. 18-109. - Revocation. The Regulatory Authority may, after providing opportunity for a hearing as provided in this article may revoke a permit for serious or repeated violations of this article or for interference in the Regulatory Authority's performance of its duties. Before revocation, the Regulatory Authority shall notify the holder of the permit or person in charge, in writing, of the reason for which the permit shall be revoked at the end of the ten days following service of such notice, unless a written request for a hearing is filed as provided in this article by the permit holder. If no request for hearing is filed within the ten (10) day period, the revocation of the permit becomes final.

Sec. 18-110. - Application After Revocation. Whenever a permit revocation is final, the revoked permit holder may make written application for a new permit six (6) months after the revocation.

May 8, 2025

Item No. 9.4.

Board of Directors for Rock Prairie Management District No. 2 Appointments

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the appointment of Samuel Kerbel (Position No. 4) and Logan Lee (Position No. 5) to the board of directors for Rock Prairie Management District No. 2.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval.

Summary: The District was created by an Act of the 83rd Legislature, Regular Session, codified in Chapter 3909, Texas Special District Local Law Code (the "Code"). Pursuant to Section 3909.052 of the Code, the Board "shall recommend to the governing body of the City persons to serve on the succeeding board. The governing body of the City shall review the recommendations and approve or disapprove the directors recommended by the Board. A person is appointed if a majority of the members of the governing body and the mayor vote to appoint that person."

On behalf of the Board, we request that the City Council of the City of College Station appoint Samuel Kerbel (Position No. 4) and Logan Lee (Position No. 5), to terms ending June 1, 2029. Directors Kerbel and Lee are currently serving as directors on the board.

Budget & Financial Summary: None

Attachments:

1. City of College Station Letter Requesting appointment of Director (RPMD2)
2. Biographical Sketch - Logan Lee (RPMD 2)
3. Biographical Sketch - Samuel Kerbel (RPMD 2)



April 11, 2025

Via Federal Express and E-Mail

City of College Station
1101 Texas Avenue
College Station, TX 77840
Attention: Mr. Bryan Woods

Re: Rock Prairie Management District No. 2 (the "District") – Appointment of Directors

Dear Mr. Woods:

We are the attorneys for the above referenced District, and have been instructed by its Board of Directors (the "Board") to direct this correspondence to your attention. As you know, the District was created by an Act of the 83rd Legislature, Regular Session, codified at Chapter 3909, Texas Special District Local Laws Code (the "Code"). Pursuant to Section 3909.052 of the Code, the Board "shall recommend to the governing body of the City persons to serve on the succeeding board. The governing body of the City shall review the recommendations and approve or disapprove the directors recommended by the [B]oard. A person is appointed if a majority of the members of the governing body and the mayor vote to appoint that person."

On behalf of the Board, we request that the City Council of the City of College Station appoint Samuel Kerbel (Position No. 4) and Logan Lee (Position No. 5), to terms ending June 1, 2029. Directors Kerbel and Lee are currently serving as directors on the board.

Should you have any questions concerning the enclosed or above, please do not hesitate to contact me at (713) 623-4531.

Very truly yours,

SCHWARTZ, PAGE & HARDING, L.L.P.

By: 
Christina J. Cole
Attorneys for the District

cc: Board of Directors
Rock Prairie Management District No. 2

Mr. Adam Falco
Ms. Stacey Vasquez
City of College Station

Logan Lee

Logan is a graduate of Texas A&M with a BS in Agricultural Leadership and Development and a MS in Sports Management. Logan has called College Station home for 16 years. He played basketball for the Aggies from 2004-2007, and it was that experience where he realized that Aggieland was the place he wanted to call home. Logan currently holds the title of Director of Sales and Advertising at TexAgs.com where he has worked since 2010. Despite the pandemic, he and his wife, Katy, opened Cryotonics Wellness Studio in August of 2020 and have quickly become the top cryotherapy business in the area.

Logan and Katy have two children, Cuen (5) and Harper (3).

Samuel "Kit" Kerbel

Kit holds a bachelor's degree in computer science from Baylor University, a foundation that paved the way for a robust career in multiple high-tech arenas. With a diverse background spanning enterprise system design, network design and security, data science, and software development, Kit has demonstrated a keen ability to innovate and drive results in complex technical environments.

His professional journey includes impactful roles at notable institutions and companies such as Texas A&M University, Clayton Williams Energy, Noble Energy, Chevron, Skale Technologies, Atlas Energy, and Millennium Power.

As an entrepreneur, Kit has a proven track record of leveraging technology to solve real-world problems, consistently pushing the boundaries of what is possible in the tech space. His expertise and forward-thinking approach have been instrumental in driving business growth and operational efficiencies in each of his engagements.

Kit is committed to continuous learning and innovation, constantly seeking new challenges and opportunities to apply his extensive knowledge and skills to benefit his clients and the broader technology community.

Kit was appointed Chief Technology Officer of Atlas Power, Inc. effective January 1, 2024.

May 8, 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 May 12th thru May 22nd:

May 12 -Bicycle, Pedestrian & Greenway Meeting
May 13-16 - Chamber Washington DC Trip
May 13 - Parks Board Meeting
May 15 - Council Legislative Engagement Committee Meeting
May 15 - Still Creek Ranch Legacy Luncheon
May 15 - Brazos County Board of Health Board Meeting
May 15 - Celebrate the Arts
May 15 - Planning & Zoning Commission Meeting
May 19 - Intergovernmental Committee Meeting
May 19 - History Book Launch Party
May 20 - Anderson Park - Pickleball Futsal Ribbon Cutting
May 20 - Greater Northgate Small Area Plan - Public Meeting
May 20 - Council Budget and Finance Committee Meeting
May 20 - Ribbon Cutting - 12th Man Technology
May 21 - Bee Creek Tennis Courts Ribbon Cutting
May 21 - Exploring History Luncheon
May 21 - Brazos County A&M Club - Coaches' Night
May 22 - Council Meeting Day

Budget & Financial Summary: None.

Attachments:

None

**May 8, 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, BSWMA, 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