College Station, TX

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

August 14, 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. Legal advice related to entering into settlement agreements regarding opioid settlements with Purdue and the Sacklers, and Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

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 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

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

discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:
a. City Manager
b. Council Self-Evaluation

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

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

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

Speaker Protocol

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

5. Hear Visitors.

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

6. Consent Agenda.

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

6.1. Presentation, discussion, and possible action of minutes for:
• July 16, 2025 Special (Budget) Meeting
• July 24, 2025 Council Meeting

Sponsors: Tanya Smith
Attachments: 1. SPM071625 DRAFT Minutes

2. CCM072425 DRAFT Minutes

6.2. Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in a not to exceed amount of $135,273.60 for the 2025 TAMU Football Post Game Day Traffic Control.

Sponsors: Emily Fisher

Attachments: 1. Buyers Barricades Houston LLC Contract

6.3. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1012 "Traffic Schedule XII, Speed Limits," of the Code of Ordinances of the City of College Station, Texas establishing a speed limit of on FM 2818 from State Highway 6 to the city limits.

Sponsors: Randell Smith

Attachments: 1. FM 2818_LettertoMayor_College Station
2. Attachment B -FM2818_2025 Roll Plot
3. Ordinance FM 2818 Speed Limit

6.4. Presentation, discussion, and possible action on a contract with Stateside Right of Way Services, LLC., not to exceed $111,000 for Real Estate Services.

Sponsors: Jennifer Cain, Brett Cast

Attachments: 1. Stateside ROW Contract_Vendor Signed_25300647--BW

6.5. Presentation, discussion, and possible action on purchasing services for the installation of cameras for Parks buildings from The Personal Computer Store, Inc., dba Avinext in the amount of $185,106.21.

Sponsors: Sam Rivera

Attachments: 1. Contract

6.6. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing on-street parking for sections of Agarita Court, Coral River Road, Crossvine Lane, Dandelion Court, Lantana Way, Legendary Drive, Oldham Oaks Avenue, Rivercane Court, Storyteller Court, and Sudden Breeze Drive.

Sponsors: Carl Ahrens

Attachments: 1. Greens Prairie Reserve On-Street Parking Removal
2. Greens Prairie Reserve Parking Ordinance Council

6.7. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time by removing parking on the northeast side of First Street within 203 feet northwest of the First Street and Church Avenue intersection, of the Code of Ordinances of the City of College Station, Texas, providing a severability clause; declaring a penalty; and providing an effective date.

Sponsors: Carl Ahrens

Attachments: 1. 201 Church On-Stret Parking Removal
2. 201 Church Parking Removal

6.8. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time" by removing parking on the northeast side of First Street between Patricia Street and Church Avenue, of the code of ordinances of the City

of College Station, Texas, providing a severability clause; declaring a penalty; and providing an effective date.

Sponsors: Carl Ahrens

Attachments: 1. 100 Church First Street On-Street Parking Removal
2. 100 Church On-Street Parking Removal

6.9. Presentation, discussion, and possible action on a professional services contract with Freese and Nichols, Inc. in the amount of $730,000 for the 2025 Water and Wastewater Master Plan Update.

Sponsors: Gary Mechler

Attachments: 1. Contract #25300600

6.10. Presentation, discussion, and possible action on approving the purchase of a meter test bench from Ferguson Enterprises, LLC. Based on the current pricing, the expenditure for the meter test bench is: $116,446.20.

Sponsors: Gary Mechler

Attachments: 1. Quote

6.11. Presentation, discussion, and possible action on purchasing replacement servers from The Personal Computer Store Inc., dba Avinext in the amount of $186,550.

Sponsors: Sam Rivera

Attachments: 1. HPE DL320 Gen 12 x 10 Host Hardware

6.12. Presentation, discussion, and possible action on a resolution granting the Mayor the authority to enter into a multiple-use agreement with TX DOT for the placement of cameras on State rights-of-way.

Sponsors: Billy Couch

Attachments: 1. TX DOT Permitting Resolution for MVCPA Grant
2. College Station Mulitiple Use Agreement TXDOT

6.13. Presentation, discussion, and possible action regarding an ordinance repealing Chapter 8 "Businesses", Article VIII "Mobile Food Vendors".

Sponsors: Anthony Armstrong

Attachments: 1. MFV Ordinance

6.14. Presentation, discussion, and possible action and discussion regarding an ordinance repealing Chapter 26 over occupancy ordinances.

Sponsors: Richard Mann

Attachments: 1. Over 4 Ord Repeal

7. Workshop Agenda.

7.1. Presentation, discussion, and possible action on the 2025-2026 ad valorem tax rate; and calling a public hearing on a proposed ad valorem tax rate for FY 2025-2026.

Sponsors: Mary Ellen Leonard

Attachments: None

7.2. Presentation, discussion, and possible action regarding state law changes to the impact fee amendment process.

Sponsors: Anthony Armstrong

Attachments: None

8. Regular Agenda.

8.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 4.648 acres generally located south of the intersection of University Drive East and East Crest Drive.

Sponsors: Jeff Howell

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

8.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GC General Commercial, R Rural, and T Townhouse to MF Multi-Family (28.855 acres) and T Townhouse (9.385 acres) for approximately 38.24 acres generally located south of the intersection of University Drive East and East Crest Drive as well as at the terminus of Summit Crossing Lane.

Sponsors: Jeff Howell

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

9. Items of Community Interest and Council Calendar.

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

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

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

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

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council

generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

12. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on August 8, 2025 at 5:00 p.m.

City Secretary

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

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

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

August 14, 2025
Item No. 6.1.
July 16th & 24th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• July 16, 2025 Special (Budget) Meeting
• July 24, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. SPM071625 DRAFT Minutes
2. CCM072425 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL (BUDGET) MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JULY 16, 2025

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
John P. Nichols, Mayor

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

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

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

With a quorum present, the Special (Budget) Meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 8:30 a.m. on Wednesday, July 16, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. SPECIAL (BUDGET) ITEMS

2.1. Presentation, discussion, and possible action on the FY 2025-2026 Proposed Budget.

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

Jeff Kersten, Assistant City Manager, presented an overview of the proposed FY 2025-2026 budget, noting that a budget workshop meeting is scheduled for July 16th to review the proposed budget of $474,225,698. This amount includes $390,078,560 for the operations and maintenance budget and $84,147,138 for the capital budget. Compared to FY25, the operating and maintenance budget increased by approximately 6.26%, while the capital budget increased by 51.74% and the total net budget decreased by 12.42%.

FY26 Proposed Net Budget Summary	
Fund Type	**Proposed Net Budget**
Governmental Funds	$165,545,044
Enterprise Funds	195,015,464
Special Revenue Funds	29,518,052
Subtotal O&M	**$390,078,560**
Subtotal Capital	**$84,147,138**
Total Proposed Net Budget	**$474,225,698**

Fiscal and Budgetary Policy Revisions

- Item 2.1 and 2.3 Operating Budget Preparation/Budget Development
  - ✓ Clarifies the existing practice of personnel budgeting policy of 97% of actual costs.
- Item 4.1 Appropriations
  - ✓ Clarifies that budgetary control for Water Services is at the combined Water-Wastewater level (operationally, one department across two funds).
  - ✓ Adds language defining an over-hire process in certain circumstances.
- Item 9, 9.1, 9.2, and 9.2. Replacement Funds
  - ✓ Adds clarification that replacement funds may be held for multiple fiscal years before being expended (due to the useful life of existing assets and the timing of planned replacements).
- Item 17.7. Replacement Funds Reserve
  - ✓ Clarified that replacement funds shall maintain a sufficient working capital balance to replace a portion of assets in any given fiscal year.

Estimated Proposed Tax Rate: 48.7430¢ - FY26 No-New Revenue and Voter Approval Rates are ***Estimated***

	Approved FY25	Change	Proposed FY26
Debt Service Fund	21.1441	(0.8773)	20.2668
General Fund	30.1645	(1.6883)	28.4762
Total	**51.3086**	(2.5656)	**48.7430**
Estimated No New Revenue Rate	49.9960		46.7434
Estimated Voter Approval Rate	52.1442		48.8940

Impact of Fee Changes on Monthly Residential Utility Bill

	Residential	Residential (w/Rate Increase)	Difference
Electric (Usage, Service Charge & TDA)	$174.97	$ 174.97	$ 0.00
Water	39.90	39.90	0.00
Drainage	7.20	7.42	0.22
Sanitation	24.54	26.99	2.45
Roadway	9.94	10.24	0.30
Sewer	34.88	34.88	0.00
AVERAGE BILL	**$ 291.43**	**$ 294.40**	**$ 2.97**

Mr. Kersten indicated that the anticipated increase in the monthly residential utility bill due to the modifications in the fee ordinance is estimated to be $2.97.

Fee Ordinance Changes:

- There will be no rate increase for Electric, Water, or Wastewater services.
    - However, there is a slight reduction in the Transmission Delivery Adjustment (TDA) fee and a minor adjustment in the solar credit for Electric services.
- An increase of 3.0% for fees associated with the Consumer Price Index – All Urban Consumers (CPI-U).
    - Fees tied to the CPI-U include Planning, Drainage, and Roadway Maintenance.
- The Consumer Price Index for Solid Waste will change from CPI-U to the CPI Water/Sewer/Trash (CPI-WST).
    - The CPI-WST has increased by 5.0%.
    - Specific Solid Waste fees are proposed to increase by an additional 5.0%.
- Tourism has revised the deposit for the use of 1207 Event Space.
- Parks have changed the summer camp fee structure from per session to per week.

General Fund Operating Department

Key General Fund Service Level Requests

- Police
- Fire
- Public Works
- Fleet
- Solid Waste
- Drainage
- Parks
- Planning
- IT
- General Fund & Library
- Tourism – HOT Funded

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

Police – Total One-Time and Recurring SLA Request of (2.4M) for 5 Patrol Officers & 3 Vehicles, 5 Patrol Officers & 3 Vehicles, Large Bomb Robot, Animal Control Officer Truck Upgrade, AXS Radio Consoles, GreyKey Software and Axon Draft One.

Fire – Total One-Time and Recurring SLA Request of (1.8M) for 12 Firefighters (Station 7), EMS Video Laryngoscope Replacement, Hazmat Equipment Cache Upgrade, Peer Fitness and Phase 1 Firefighters (Station 7).

Public Works – Total One-Time and Recurring SLA Request of ($165K) for Drone Program, Pavement Markings and Portable AI Traffic & Pedestrian Counting Cameras.

Fleet - Total One-Time SLA Request of ($45K) for a Forklift.

Solid Waste – Total One-Time and Recurring SLA Request of (1.2M) for Commercial Equipment Operator, Residential Automated Sideload Collection Vehicle, Solid Waste Overtime Commercial, and Solid Waste Overtime Residential.

Drainage – Total One-Time and Recurring SLA Request for (309K) for 2 Drainage Maintenance Equipment Operators & 1 Vehicle and Drone Program.

Parks – Total One-Time SLA Request of ($400K) for Adamson UV Replacement, Cooling College Station Residential Tree Planting, Lincoln Center Scoreboard Replacement and Recreation Facility Camera.

Planning – Total One-Time and Recurring SLA Request of ($361K) for Comprehensive Plan and Engineering Construction Inspector. Cooling College Station will require additional City funding that is not included in the FY25 budget to continue if additional grant funds are awarded.

IT - Total One-Time and Recurring SLA Request of ($740K) for PDS / TraKit Solutions upgrade.

General Government & Library

SLA Title	Description	One-Time Cost	Recurring Cost	Total
Community Sponsorships	Sponsorships supporting Council initiatives	25	-	25
Assistant City Attorney (1)	Assistant City Attorney for rising legal demands	7	159	166
General Govt SLA Total		**32**	**159**	**191**

- The total increase in payment to the City of Bryan is $33,097 for a COLA adjustment of 4%, in line with the rest of the City of Bryan personnel.
- Library Book drop-off boxes totaling $30,000, are not reflected in the proposed budget but will be added to the approved budget.

HOT FUNDED

Tourism - Total One-Time and Recurring SLA Request of ($2M) for 1207 Event Space Supplies, Experiential Marketing, Holiday Kickoff, Marketing & Info Recourses, Music Sponsorships, New Business Development, PR & Influencer Marketing, Sales Event Attraction, Signature Leisure Event Attraction, Tourism HOT Grant, Games of Texas and VPAC Wayfinding Signage.

Major Utility Service Level Increases by Enterprise

Key O&M Service Level Requests

- Electric O&M
- Water O&M
- Wastewater O&M Services
- Northgate Parking

Electric O&M - Total one-time and recurring SLA request of $51K for the Fiber Slice Van upgrade.

- The operating budget for Electric is increasing due to higher purchase power costs.
- The Electric Transmission Delivery Adjustment charge will be reduced for FY26.

Majority of Council requested a future agenda item to discuss utility reconnect and disconnect fees.

Water O&M - The total one-time and recurring SLA request is $350K for the impact fee study and workorder supply.

- The operating budget for Water is projected to decrease, owing to one-time SLAs in FY25.
- The debt service obligation for Water is anticipated to rise significantly due to new well construction.

Wastewater O&M Services - A total one-time SLA request of $150K is required for the Impact Fee Study.

- The operating budget for Wastewater is expected to decrease due to one-time SLAs in FY25.
- The debt service obligation for Wastewater is projected to increase because of improvements to the Carters Creek WWTP and the Northeast Trunkline projects.

Northgate Parking - Total One-Time and Recurring SLA Request of ($350K) for Handheld Radios and PARCS Replacement.

Jeff Kersten, Assistant City Manager, provided a summary regarding the Pay & Benefits Strategy for the City of College Station. The strategy remains consistent with the previous year, entailing a 3% cost-of-living adjustment (COLA) plus an additional 1% market adjustment for all non-step employees. Step increases will be implemented as planned for all eligible public safety personnel. For six consecutive years, the city has opted not to increase healthcare insurance costs for employees, in contrast to public companies that have experienced approximately a 30% increase since 2019. Mr. Kersten outlined the proposed staffing additions.

FUND/DEPARTMENT	FY25 Revised Budget	FY26 Base Budget Changes	FY26 Proposed Base Budget	FY26 SLAs	FY26 Proposed Budget
General Fund					
Police	238.00	-	238.00	6.00	244.00
Fire	186.00	8.00	194.00	12.00	206.00
Planning and Development Services	46.00	1.50	47.50	1.00	48.50
Fiscal Services	54.25	0.50	54.75	-	54.75
General Government	69.00	(10.50)	58.50	1.00	59.50
All other Governmental Staff	169.75	-	169.75	-	169.75
TOTAL General Fund	**763.00**	**(0.50)**	**762.50**	**20.00**	**782.50**
Solid Waste Fund	48.00	-	48.00	1.00	49.00
Community Development Fund	3.50	(1.00)	2.50	-	2.50
Drainage Fund	20.00	-	20.00	2.00	22.00
Court Security Fund	0.50	(0.50)	-	-	-
All Other Utility or Special Fund Staff	252.50	-	251.00	-	251.00
TOTAL Utility / Special Fund Staff	**324.50**	**(1.50)**		**3.00**	**326.00**
GRAND TOTAL ALL FUNDS	**1,087.50**	**(2.00)**	**1,085.50**	**23.00**	**1,108.50**

FY26 Base Changes include the reorganization of Community Services following the retirement of the Director and Assistant Director. Personnel were relocated from the General Government to Planning and Fire and remained in Northgate.
FY26 Proposed SLAs primarily focus on Public Safety Staffing:

- 12 additional proposed SAFER-funded firefighters for Fire Station #7 in FY26.
- 6 Police Officers (1 Patrol Lieutenant and 5 Officers with 4 vehicles), including equipment and support.
- An additional 6 Police officers to be included through an over-hire process, as discussed earlier. All 12 police officers are included in the FY27 forecast.

At 11:53 p.m., the Mayor recessed the Special (Budget) Workshop.

The Special (Budget) Workshop reconvened at 1:00 p.m.

FY26 Outside Agencies

MOTION: Upon a motion made by Mayor Nichols and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to approve an increase request of 15% from Brazos Central Appraisal District. The motion carried unanimously.

MOTION: Upon a motion made by Mayor Nichols and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve all the "$0" requests from Amber Alert Network Brazos Valley, Arts Center – Ops & Local Marketing, Greater Brazos Valley Partnership and Bryan College Station Chamber of Commerce with the exception of Brazos County Health District. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve an increase request of 15% from Aggieland Humane Society. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Yancy, the City Council voted five (5) for and two (2) opposed, with Mayor Nichols and Councilmember Wright voting against, to approve a $100,000 increase to the Brazos County Health District contingent upon Brazos County and the City of Bryan approving the increase. The motion carried.

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 an increase request of 20% from Brazos Transit District. The motion carried unanimously.

MOTION: Upon a motion made by Mayor Nichols and a second by Councilmember Shafer, the City Council voted three (3) for and four (4) opposed, with Councilmembers Wright, White, McIlhaney and Yancy voting against, to approve the increases requested of 21% from the HOT funds for Arts Center - Affiliate Grants & Affiliate. The motion failed.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember White, the City Council voted five (5) for and two (2) opposed, with Mayor Nichols and Councilmember Shafer voting against, to approve the FY25 budget amount of $375,000 for Arts Center - Affiliate Grants & Affiliate as the FY26 HOT funds funding. The motion carried.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember White, the City Council voted four (4) for and three (3) opposed, with Mayor Nichols and Councilmember Smith and Shafer voting against, to approve the FY25 budget amount of $79,033 for Arts Center - Operations Support as the FY26 HOT funds funding. The motion carried.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Yancy, the City Council voted three (3) for and four (4) opposed, with Mayor Nichols and Councilmember Smith, McIlhaney and Shafer voting against, to approve the FY25 budget amount of $44,000 for Arts Center - Tourism Mktg as the FY26 HOT funds funding. The motion failed.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember White, the City Council voted three (3) for and four (4) opposed, with Mayor Nichols and Councilmember Smith, Wright and Shafer voting against, to approve $25,000 a decreased FY26 requested amount for Arts Center - Tourism Mktg. The motion failed.

- Arts Center – Tourism Mktg Hotel Tax will remain at the FY26 proposed (21%).

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember White, to approve the FY26 funding request at $76.133 for tangible Public Art upon contingent that the art goes in the City of College Station. Motion and second withdrew.

- Arts Center – Public Art will remain at the FY26 proposed (21%).
- Keep Brazos Beautiful - will remain at the FY26 proposed (2%).

At 3:33 p.m., the Mayor recessed the Special (Budget) Workshop.

The Special (Budget) Workshop reconvened at 3:52 p.m.

Capital Appropriations and Planned Debt Issuances

Key Capital Projects Requests

- Streets Capital Projects
- Parks and Recreation Capital

Streets Capital Projects – Total Request of ($6.3M) for Francis Dr and James Pkwy Rehabs, Rock Prairie Rd Rehab - Wd Fitch to City Limits, Capstone Realignment, Greens Prairie Rd - County Portion and Debt Issuance Cost / Other.

	FY26	FY27	FY28	FY29	FY30
GENERAL OBLIGATION BONDS (22 GOB)	$ -	$ 12,000,000	$ 2,000,000	$ -	$ -
CERTIFICATES OF OBLIGATIONS	16,200,000	14,250,000	6,800,000	-	2,000,000

Streets Capital Projects for FY26:

- $27 million for street rehabilitation (Krenek Tap, William D Fitch, Francis Drive, Marion Pugh)
- $16.9 million for street extension/capacity improvements (Barron realignment, Capstone realignment, Greens Prairie Rd, Jones Butler Extension/Roundabout)
- $400K for various sidewalks, trails, and traffic projects

Parks and Recreation Capital – Total Request of ($8.5M) for Field Redevelopment (Annual), City Baseball Fields and Debt Issuance Cost / Other.

	FY26	FY27	FY28	FY29	FY30
GENERAL OBLIGATION BONDS	$ -	$ -	$ -	$ -	$ -
CERTIFICATES OF OBLIGATIONS	3,000,000	-	-	-	-

- Parks Capital Projects Appropriated and Underway in FY26:
- Texas Independence Park at Midtown
- City Baseball Fields (including an additional $8 million appropriation)
- Mable Clare Thomas Park Redevelopment
- Parks Citywide Revolving Projects

Facilities and Technology Capital - Total Request of ($1.2M) for Technology Security Improvements and Debt Issuance Costs / Other.

	FY26	FY27	FY28	FY29	FY30
GENERAL OBLIGATION BONDS	$ 2,000,000	$ -	$ -	$ -	$ -
CERTIFICATES OF OBLIGATIONS	1,000,000	18,200,000	17,500,000	-	-

Facilities and Technology Capital Projects for FY26:

- Fire Station #7
- Deferred Facilities Maintenance
- Department Relocation/Overflow Improvements
- Public Works Operations Center Design (Planned $35 million appropriation in FY27 when location is determined)

Electric Capital - Total Request of ($21.6M) for General Plant, Overhead System Improvements, Underground System Improvements, New Services & System Extensions, Street Lighting, Distribution, Transmission and General and Administrative Costs.

Projected Funding	FY26	FY27	FY28	FY29	FY30
Certificates of Obligation	$-	$-	$2,000,000	$5,000,000	$1,500,000
Cash for Capital (Utility Revenues)	12,000,000	17,000,000	20,500,000	13,000,000	13,000,000

Water Capital - Total Request of ($27.5M) for Three New Water Wells, Well 6 Rehab, Well 9 Rehab, Jones Butler Water Line Rehab, Marion Pugh Water Line Rehab, Bush & Wellborn Utility Relocations, State Highway 6 Water Relocations, Carters Grove Water Rehab and other Misc. Minor Projects, Debt Issuance Costs, General & Administrative Charges.

Projected Funding	FY26	FY27	FY28	FY29	FY30
Certificates of Obligation	$50,200,000	$41,000,000	$1,750,000	$1,000,000	$12,400,000
Cash for Capital (Utility Revenues)	5,000,000	1,000,000	500,000	1,500,000	1,500,000

Wastewater Capital - Total Request of ($17.1M) for Medical District Interceptor PH III, Southwood Valley Trunkline PH II, Jones Butler Sewer Line Rehab, Carters Grove Sewer Rehab, Carters Creek WWTP Filter Improvements and other Misc. Minor Projects, Debt Issuance Costs, G&A charges.

Projected Funding	FY25	FY26	FY27	FY28	FY29	FY30
Certificates of Obligation	$8,250,000	$19,500,000	$29,750,000	$16,000,000	$-	$-
Cash for Capital (Utility Revenues)	9,000,000	8,500,000	5,000,000	2,500,000	500,000	600,000

Drainage - Total Request of ($2.4M) for Minor Drainage Improvements, Future Drainage Improvements and Bee Creek Drainage Improvements.

Future Debt Issuances Forecast

	2026	2027	2028	2029	2030
Facilities & Tech	$3,000	$18,200	$17,500	$0	$0
Streets	16,200	26,250	8,800	0	2,000
Parks	3,000	0	0	0	0
Governmental	**$22,200**	**$44,450**	**$26,300**	**$0**	**$2,000**
Electric	$0	$0	$2,000	$5,000	$1,500
Water	50,200	41,000	1,750	1,000	12,400
Wastewater	19,500	29,750	16,000	0	0
Utility	**$69,700**	**$70,750**	**$19,750**	**$6,000**	**$13,900**
Total Future Debt Issuances	**$91,900**	**$115,200**	**$46,050**	**$6,000**	**$15,900**

Jeff Kersten, Assistant City Manager, stated that the Funded Capital Projects are listed in the proposed book schedules. Future debt issuances and all government capital projects can be completed within the current tax rate. Utility projects address infrastructure needs:

- Electric: No planned rate increase
- Water and Wastewater: Potential future rate increases based on debt service requirements.

Estimated Governmental Debt Capacity

Mr. Kersten noted that future forecasts predict Total Debt to Assessed Valuation will remain below 2%. Each cent on property tax generates about $15M-$17M for capital projects. Debt capacity is managed closely and reviewed multiple times a year. General Government debt is structured to maintain around $20M of annual debt capacity through FY31. The city has saved $9.7M from real estate gains for future infrastructure, and the next GO Bond issuance will start in FY27.

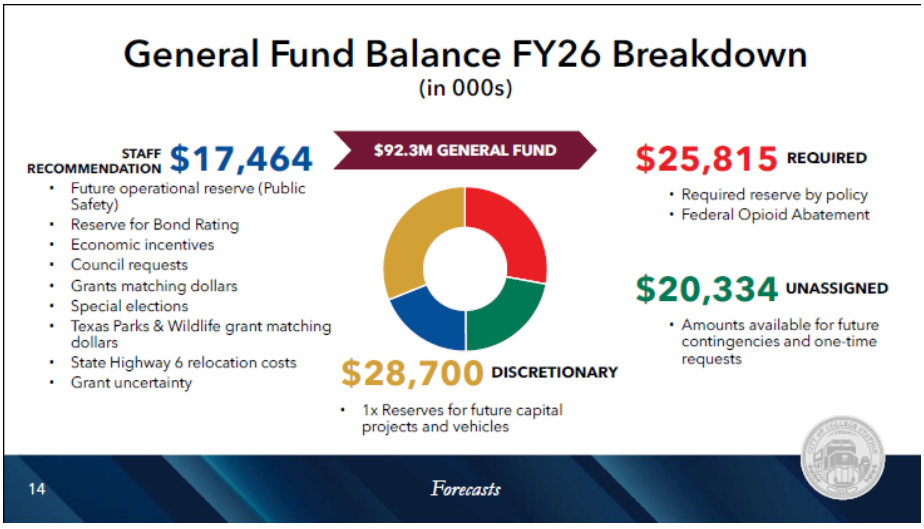
	Committed by Year	Estimated Capacity	Debt Rolling Off	Total Debt	% of Assessed Valuation
FY25	22,050	0	(21,865)	235,335	1.55%
FY26	22,200	5,000	(19,580)	242,955	1.40%
FY27	44,450	20,000	(19,677)	287,728	1.56%
FY28	26,300	20,000	(21,658)	312,370	1.59%
FY29	0	20,000	(22,362)	310,008	1.47%
FY30	2,000	30,000	(23,412)	318,595	1.41%
TOTAL	**117,000**	**95,000**	**(128,55)**		

Recurring General Fund Five Year Forecast

- One SAFER grant will expire in FY28.
- Sales tax growth is estimated to range from 2% to 2.7%.
- *FY26 includes a reserve of $1,100,000 for future recurring expenses, which will be released in FY27.

	FY26	FY27	FY28	FY29	FY30
Total Recurring Revenues	125,480	128,790	132,060	134,190	137,350
Total Recurring Expenses*	125,180	128,770	132,480	133,690	135,960
In Balance (Out of Balance)	**300**	**20**	**(420)**	**500**	**1,390**

General Fund Balance FY26 Breakdown



Mr. Kersten explained of the ~$92.3 M of General Fund - Fund Balance, ~78% is assigned by policy, recommended reserved by staff or discretionarily assigned by Council ($71,979)

Required/Policy:

- Required 20% Reserve (Fiscal Policy) $25,647
- Federal Opioid Abatement $168

Staff Recommendation:

- Future Operational Reserve (Public Safety) $1,100
- Additional reserve for Bond Rating $6,964
- State Highway 6 Relocation Costs $550
- Matching Grant Dollars Allocation $1,000
- Additional Economic Incentives $2,000
- Special Elections $100
- Parks TPWD Grant $750
- Grant Uncertainty $5,000

Discretionary:

- Future Vehicles $1,500
- Baseball Field Capital Reserve $10,000
- Future Projects $17,200

*Local music statue, depending upon the amount, would come from Council requests or unassigned.

Electric Fund Five-Year O&M Forecast

- Working Capital required is 18.0%
- Forecast assumes no planned rate increases.
- Certain years have one-time cash for capital transfers.

	FY25 Est.	FY25	FY26	FY27	FY28	FY29
Beginning Working Capital	**$47,048**	**$39,413**	**$31,573**	**$24,851**	**$22,283**	**$24,054**
Total Revenues	141,163	137,002	138,783	140,657	141,658	140,600
Total Operating Expenses	97,386	101,790	102,976	99,622	96,864	97,846
Transfers & Other (Sources) / Uses	51,412	43,052	42,528	43,602	43,022	40,713
Ending Working Capital	**39,413**	**31,573**	**24,851**	**22,238**	**24,054**	**26,095**
Over / (Under) Working Capital Required	**$17,857**	**$9,047**	**$2,291**	**$309**	**$2,587**	**$4,503**

Water Fund Five-Year O&M Forecast

- FY25-FY29 includes $13,000,000 for one-time capital transfers.
- Debt service is expected to rise by 71% from FY24 to FY29.
- Future rate increases may be needed based on debt service requirements.

	FY25 Est.	FY26	FY27	FY28	FY29	FY30
Beginning Working Capital	**$11,228**	**$9,807**	**$8,378**	**$6,662**	**$5,692**	**$6,255**
Total Revenues	27,141	26,559	26,969	30,161	32,817	33,316
Total Operating Expenses	10,522	10,031	10,383	10,381	10,644	10,914
Transfers & Other (Sources) / Uses	18,039	17,957	18,302	20,750	21,613	21,511
Ending Working Capital	**$9,807**	**$8,378**	**$6,662**	**$5,692**	**$6,252**	**$7,143**
Over (Under) Working Capital Required	**$5,463**	**$4,105**	**$1,571**	**$70**	**$608**	**$1,469**

Wastewater Fund Five-Year O&M Forecast

- FY25-FY29 include one-time capital transfers amounting to $26,000,000.
- The forecast indicates a 64% rise in debt service from FY24 to FY29.
- The forecast accounts for a potential rate increase based on debt service needs.

	FY25 Est.	FY26	FY27	FY28	FY29	FY30
Beginning Working Capital	**$17,768**	**$15,185**	**$11,496**	**$9,362**	**$7,514**	**$5,714**
Total Revenues	25,138	25,223	25,050	25,287	25,600	27,917
Total Operating Expenses	8,294	8,982	9,320	9,704	9,704	9,962
Transfers & Other (Sources) / Uses	19,428	19,930	17,864	17,431	17,696	17,688
Ending Working Capital	**$15,185**	**$11,496**	**$9,362**	**$7,514**	**$5,714**	**$5,980**
Over (Under) Working Capital Required	**$11,371**	**$7,393**	**$4,937**	**$2,648**	**$530**	**$661**

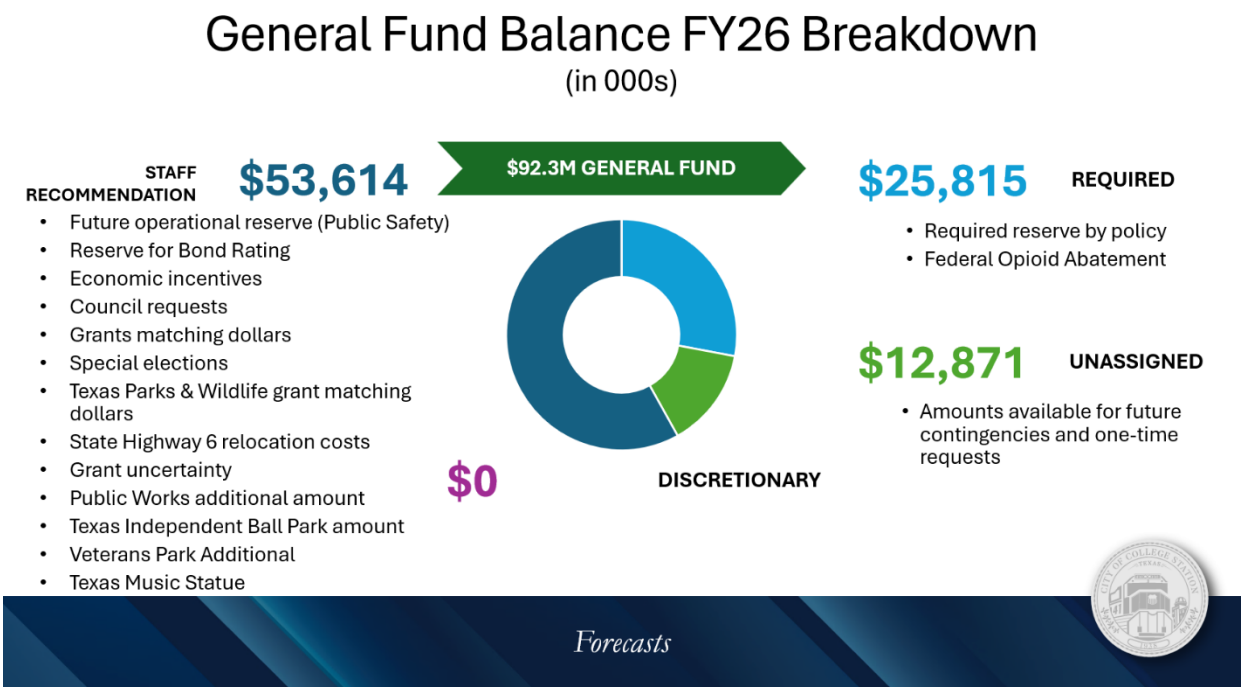
HOT Fund Five-Year Forecast

- FY26 plans $6.0 million for baseball improvements at Veteran's Park, reduced from the projected $8.0 million in FY25 as amounts are refined.

	FY25 YEE	FY26	FY27	FY28	FY29	FY30
Beginning Fund Balance	**$17,001**	**$18,820**	**$13,356**	**$14,187**	**$16,134**	**$18,385**
Revenues	9,357	9,360	9,398	9,561	9,865	10,083
Operating Expenditures	6,089	7,153	5,340	5,818	5,744	5,885
Non-Operating Expenditures & Transfers	1,449	7,671	3,228	1,796	1,870	1,951
Ending Fund Balance	**$18,820**	**$13,356**	**$14,187**	**$16,134**	**$18,385**	**$20,632**

The council has provided feedback on areas of discussion that they would like to revisit, particularly regarding the budget and the allocation of funds to these projects.

Revised



MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to assign funds to the following Capital Projects: Public Works Facility, Texas Independence Park, Veterans Park Baseball Fields, and a Local Music Statue. Other items will be held in abeyance until the Mayor, the City Manager, and the City Attorney can confer on how to address the remaining items and additional items mentioned during the meeting. The motion carried unanimously.

3. <u>Adjournment.</u>

There being no further business, Mayor Nichols adjourned the Special (Budget) Meeting of the City Council at 6:26 p.m. on Wednesday, July 16, 2025.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

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

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
John Nichols, Mayor

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

City Staff:
Bryan Woods, City Manager
Jeff Kersten, Assistant City Manager
Leslie Whitten, Deputy City Attorney
John Haislet, Assistant City Attorney
Ian Whittenton, Deputy City Secretary
Kim Dickey, Records Management Administrator

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on July 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 4:01 p.m. on July 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.
- Legal advice related to a development agreement regarding 1,667 acres southwest of I&GN Road in the City's Extraterritorial Jurisdiction.

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

- 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:

- 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:

- Funding Agreement with Greater Brazos Partnership for services related to Plug and Play.

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

Executive Session recessed at 6:00 p.m.

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

Invocation by College Station Fire Department Chaplain Mike Armstrong.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Shafer the City Council voted six (6) for and none (0) opposed, to approve an absence request from Councilmember Mark Smith for the July 24, 2025 Council Meeting. The motion carried unanimously.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation of a proclamation recognizing July 2025 as "Smart Irrigation Month."

Mayor Nichols presented a proclamation to Jennifer Nations, Water Services Program Coordinator, Gary Mechler, Water Services Director, Alan Gibbs, Water Services Assistant Director, Pete Caler, Public Works Assistant Director, Gene Ballew, Parks Assistant Director, Kelsey Heiden, Parks Director and Jennifer Cain, Capital Projects Director recognizing July 2025, as “Smart Irrigation Month.”

6. Hear Visitors Comments.

No one signed up to speak for Hear Visitors.

7. CONSENT ITEMS

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

Items (7.2) and (7.3) were pulled by the Council for clarification, and Items (7.2) and (7.5) were pulled for citizen comments.

(7.2) Pete Caler, Assistant Director of Public Works, stated that during routine and post-storm drainage inspections, infrastructure has been identified as deficient and in need of replacement. This work will neither decrease nor increase capacity and have no effect on drainage in other areas of the city.

Cheryl Wenck, College Station, came before Council on item *(7.2)* to raise concerns about issues surrounding drainage easements and repairs in and around Bee Creek, highlighting what she feels are discrepancies in easement information provided to homeowners.

(7.3) Jennifer Cain, Director of Capital Projects, stated that this project includes the city-wide sidewalk extensions and connections of high priority sidewalks near College Station ISD schools and the Texas A&M University Campus. The project also includes the Bee Creek Tributary B shared use path extension, the Bee Creek Trail shared use path extension, and the Spring Creek Trail Phase 4 shared use path.

Justin Houck, College Station, stated he was a member of the Northgate Area Subcommittee and is before the Council on item *(7.5)* to highlight the need for improved sidewalk safety and urge the allocation of funds for extending pedestrian walkways as part of the Greater Northgate Small Area Plan.

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

- **July 7, 2025 Special Meeting**
- **July 10, 2025 Council Meeting**

7.2. Presentation, discussion, and possible action on a construction contract with Terra Bella Construction for $259,398.52 plus the City's contingency amount of $25,939.85 for a total appropriation of $285,338.37 for Drainage Repairs to Frost Drive, Driftwood Drive, Huntington Drive, and Southwood Forest.

7.3. Presentation, discussion, and possible action on a Design Contract with Colliers Engineering & Design for the Citywide Sidewalks and Shared-use Paths Project design for $849,049.39.

7.4. Presentation, discussion, and possible action regarding Resolution No. 07-24-25-7.4 adopting the 2025-2029 Consolidated Plan.

7.5. Presentation, discussion, and possible action regarding Resolution No. 07-24-25-7.5 adopting the FY 2026 Annual Action Plan and FY 2026 Community Development Budget.

7.6. Presentation, discussion, and possible action regarding Resolution No. 07-24-25-7.6 amending the Community Development Program Guidelines.

7.7. Presentation, discussion, and possible action on a construction contract with Elliott Construction, LLC for the 18-Inch wastewater line repair at Harvey Road and Carters Creek project for $118,012.50 plus the City's contingency amount of $20,000 for a total appropriation of $138,012.50. Approval of this item grants authority for the City Manager to authorize project expenditures, including the City's contingency amount.

7.8. Presentation, discussion, and possible action on delegating authority to the City Manager to execute a Facility Use Agreement and other related contracts with Texas A&M University for the 2025 TAAF Summer Games of Texas for an amount not to exceed $250,000.

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

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action regarding the Fiscal Year 2026 BVSWMA, Inc. budget.

Pete Caler, Assistant Public Works Director, stated that this is the annual presentation of the Brazos Valley Solid Waste Management Agency budget and introduced Deputy Director, Samantha Best, and Office Manager, Juan Espinoza.

Mr. Espinoza stated that the proposed BVSWMA budget was considered and approved by BVSWMA, inc. Board of Directors on June 18, 2025. According to the BVSWMA, Inc., By-Laws, and Operating Agreement, the budget will be presented to the College Station and Bryan City Councils for consideration after being approved by the board. The total revenue is $13,454,000, with total expenses amounting to $9,827,514 and capital expenses totaling $4,643,000. The budget also maintains the gate rate for both cities at $0.00 per ton.

Mrs. Best reported on several projects related to BVSWMA operations over the last year.

- Twin Oaks contracts with Morrow Energy to convert old landfill gas into renewable natural gas.
- Twin Oaks expansion is in the permitting process and estimated to take 3 to 6 years.
- BVSWMA, Inc., partners with Leachate Management Specialists, LLC to implement a nature-based solution for managing leachate at the closed Rock Prairie Road landfill which:
    - Reduces carbon footprint
    - Reduces cost associated with leachate disposal
    - Create wildlife habitat
- Household Hazardous Waste Disposal Events

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Yancy, the City Council voted six (6) for and none (0) opposed, to approve the Fiscal Year 2026 BVSWMA, Inc. budget. The motion carried unanimously.

8.2. Presentation, discussion, and possible action on the second phase of the Convention Center Feasibility Study.

Jeremiah Cook, Tourism Assistant Director, reported that in October 2024, the City Council contracted Hunden Strategic Partners for a convention center needs analysis. Phase one assessed potential market demand, while phase two evaluated facility and programming, site options, feasibility, financing, economic impact, and return on investment. The Council received phase one's results and authorized phase two at the February 27th meeting and tonight Matthew Avila with Hunden Strategic Partners and Paul McKeever with TVS Design will present the phase two results.

Matthew Avila, Hunden Strategic Partners, presented the results of the phase two assessment for a possible convention center and headquarter hotel, highlighting the market demand and opportunities for development. He stated there is a significant market opportunity supported by a strong market position and interest from meeting planners. Potential project recommendations include a 35,000 square foot exhibit hall, a 12,000 square foot junior ballroom, and 400 hotel rooms, totaling 212,000 square feet of usable space with 600 surface and 400 structure parking spaces. The local economy would benefit by attracting events during slower seasons and addressing lost business opportunities in

the current market. He went on to state that site evaluation prioritized the need for hotel connectivity, walkability to local amenities, as well as airlift and transportation concerns to enhance event attendance.

Paul McKeever, TVS Design, provided an estimate of construction costs for the recommended structure.

Project Component	Quantity	Hard	Soft	Total
Convention Center	212,000 SF*	$212M	$31.4M	$243.4M
Hotel	400 Keys | 30,000 SF Meeting	$144.8M	$35M	$179.9M
Parking	1,000 Spaces**	$16.4M	$2.7M	$19.1M
Contingencies & Escalation Reserves	--	$29.9M	$33.4M	$63.3M
Total	--	**$403M**	**$102.6M**	**$505.6M**

Mr. McKeever went on to state that Hunden and TVS also evaluated potential sites for the proposed convention center and hotel using a structured framework which included Site Configuration (Available Acreage, Area Score); Neighborhood Characteristics (Proximity to other uses, Walkability, Access, Connectivity); Site Analysis (Readiness, Constraints, Topography); and Land Factors (Ownership, Control). The site evaluations were influenced by current market conditions and surrounding developments with sites near Texas A&M and active commercial districts likely to generate immediate economic benefits, while more undeveloped areas may not experience this synergy in the short term. The rankings were presented most to least likely to succeed, with the caveat that changes in infrastructure, private development, and master plans may alter these rankings over time.

- University Dr. & Texas Ave.
- University Dr. & College Ave.
- University Dr. & Tarrow St.
- Former Macy's Building
- Midtown City Center

Mr. Avila presented an economic impact summary which estimated the net new economic impact on the City of College Station, focusing on spending generated by new and returning visitors due to a project, while excluding any replaced or cannibalized local spending. The 30-year economic impact summary estimated 2.8 billion in net new spending, 431.3 million net new earnings, 261 net new supported jobs, and 83.6 million in net new tax revenue.

	Year 1	Year 5	Year 10	Year 20	Year 30
Revenue	$5.2m	$8.8m	$9.8m	$12m	$15.1m
Expense	$6.9m	$9.9m	$11.3m	$14.3m	$18.2m
NOI (Deficit)**	($1.8m)	($1.6m)	($1.9m)	($2.5m)	($3.5m)
% Margin	*-35%*	*-18%*	*-19%*	*-21%*	*-23%*
Net New Spending*	$33.8m	$77.7m	$84.6m	$103.3m	$127.9m

Nominal dollars – future increases attributed to inflation (3% assumed)

* Includes direct, indirect, and induced spending from visitor activity, convention center operations, hotel demand, and broader economic ripple effects

**net operating income does not include debt service payments

Alternative funding options presented included Municipal Management Districts (MMD), 380 Agreements, TIRZ/TIF Districts, Project Financing Zone (PFZ), and HB 4347 or HB 2445.

Mr. Avila concluded by stating there is a market demand and economic case established through Phases I and II with an opportunity to capture lost business and new economic impacts. Potential partnerships with Texas A&M, City of Byran, and Brazos County, or private partnerships along with alternative funding could ease the investment. Possible next steps could include initiating a structured planning advisory process, which involves:

- Determine Potential Partnership Opportunities
- Identifying a Development Site
- Design, Budget, Financing, and Governance
    - Conceptual and architectural design
    - Project budgeting and financial modeling
    - Funding sources and financing strategies
- Project Development Team Solicitation and Selection

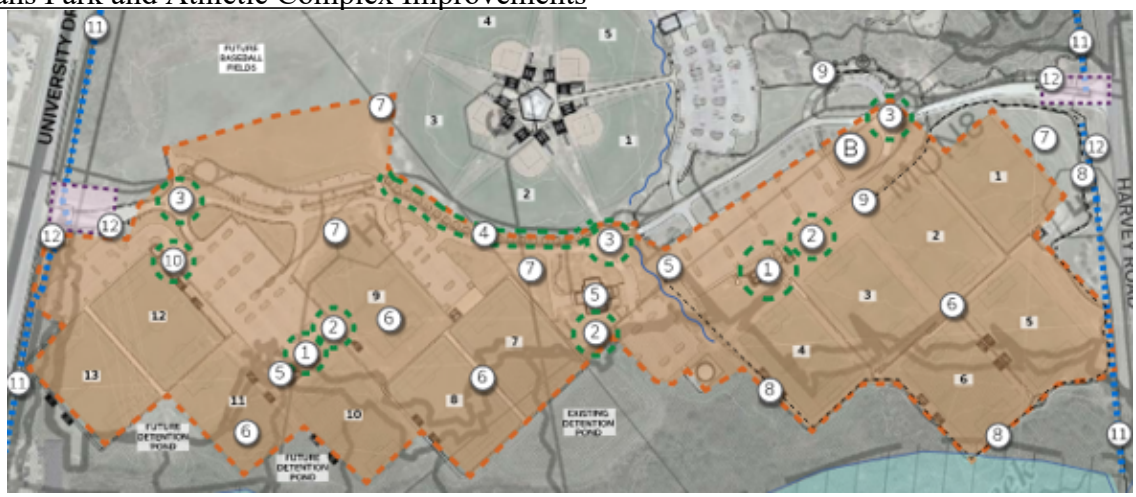
MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember White, to proceed with the potential Convention Center by instructing staff to collaborate with a consultant on the subsequent steps. The motion and second were withdrawn.

A majority of Council directed the staff to return with a workshop item approximately 30 days after the Phase two report has been provided.

8.3. Presentation, discussion, and possible action regarding a presentation of the Veterans Park and Athletic Complex (VPAC) Master Plan.

Kelsey Heiden, Parks Director, provided the City Council with a presentation regarding the Veterans Park and Athletic Complex Master Plan. The proposed Master Plan outlines improvements and beautification efforts to the complex including the Brazos Valley Veteran's Memorial, entry way and way finding signage and overall aesthetic enhancements.

Veterans Park and Athletic Complex Improvements



1. East/West Playground Updates
2. Screening Improvements at (2) Utility Areas
3. Roundabout Improvements
4. New Street Trees
5. Landscape & Hardscape Improvements
6. Wayfinding and Field Id, Shade Structures
7. Overall Site Improvements
8. Lighting at American Mile
9. Reset Date & Event Pavers
10. Parking and Curb Modifications
11. Perimeter Fencing
12. Monument Signs & Military Logo Columns

Brazos Valley Veterans Memorial Improvements

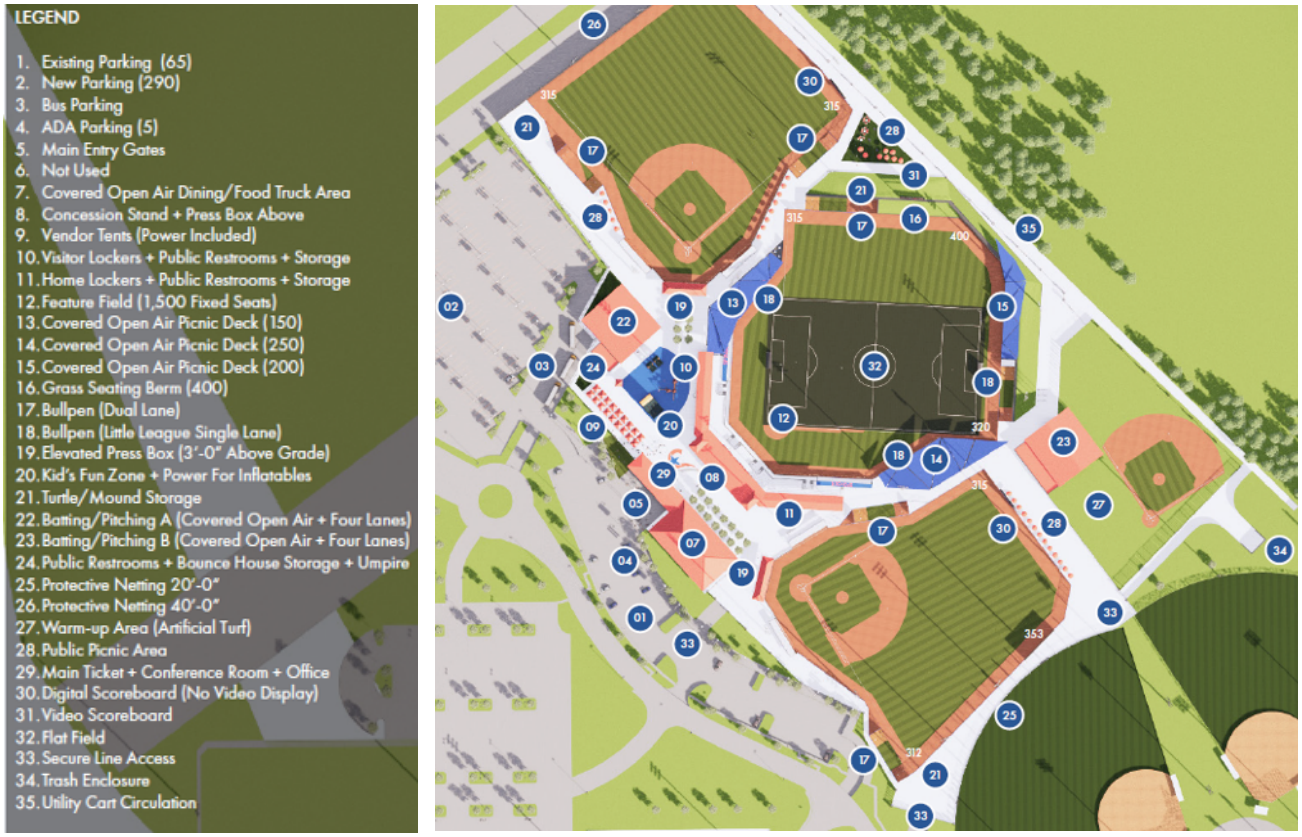
1. Memorial Monument & Pedestrian Arch
2. Memorial Plaza and Sand Storm Plaza
3. Freedom Pavilion
4. Erosion Control
5. Informational Signage
6. Additional Lighting
7. Landscaping
8. Bridge Replacement

Mayor Nichols recessed the meeting at 9:05 p.m.

The meeting was reconvened at 9:11 p.m.

8.4. Presentation, discussion, and possible action regarding a presentation on the conceptual plan for the Veterans Park and Athletic Complex (VPAC) Baseball Fields Project.

Kelsey Heiden, Parks Director, provided the City Council with a presentation regarding the conceptual plan for the future baseball fields at Veterans Park and Athletic Complex. The proposed plan includes three new baseball fields, one of those fields being a championship field. The proposed concept plan has been reviewed by the City Council appointed Baseball Field Design Committee.



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

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action on the City of College Station FY2025- 2026 Proposed Budget.

Mary Ellen Leonard, the Finance Director, reported that the proposed budget was presented to the City Council on July 7, 2025. At that meeting, the Council scheduled a public hearing for the FY25-26 proposed budget. A notice announcing this public hearing was published in compliance with the requirements of the City Charter and State Law, and the adoption of the FY25-26 Budget is planned for August 28, 2025. Compared to FY25:

- The operating budget increased 6.26%
- The capital budget decreased 51.74%
- The total net budget decreased 12.42%

FY26 Proposed Net Budget Summary	
Fund Type	**Proposed Net Budget**
Governmental Funds	$165,545,044
Enterprise Funds	195,015,464
Special Revenue Funds	29,518,052
Subtotal O&M	**$390,078,560**
Subtotal Capital	**$84,147,138**
Total Proposed Net Budget	**$474,225,698**

At approximately 9:29 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 9:31 p.m.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember White, the City Council voted six (6) for and none (0) opposed, that Council set the adoption date for the budget to Thursday, August 28, 2025, at 6:00 PM in City Hall Council Chambers. The motion carried unanimously.

9.2. Presentation, discussion, and possible action on Ordinance No. 2025-2601 authorizing the issuance of general obligation bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing an official statement and instruments and procedures relating to said bonds; and enacting other provisions relating to the subject.

Michael DeHaven, Assistant Finance Director, stated that the ordinance approves issuing up to $17.2 million in GO Bonds for several projects, including:

- Demolishing and reconstructing restrooms and facilities at various parks
- Adding pickleball and futsal courts with amenities at Anderson Park
- Rebuilding the Central Park Operations Shop
- Enhancing Mabel Clare Thomas Park with various improvements
- Upgrading tennis courts at Bee Creek and Central Parks
- Installing restrooms and pathways at Lincoln Center/W.A. Tarrow Park
- Constructing a new fire station and acquiring fire equipment

Mr. DeHaven stated that the bonds true interest cost will not exceed 5% per year, will mature by February 15, 2045, and must be priced within one year. Staff reviewed the bonds' impact on debt service and the FY25 Ad Valorem tax rate.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Shafer, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2025-4601, authorizing the issuance of general obligation bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing an official statement and instruments and procedures relating to said bonds; and enacting other provisions relating to the subject. The motion carried unanimously.

9.3. Presentation, discussion, and possible action on Ordinance No. 2025-2602 authorizing the issuance of certificates of obligation; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing an official statement and instruments and procedures relating to said certificates; and enacting other provisions relating to the subject.

Michael DeHaven, Assistant Finance Director, stated that the ordinance authorizes the issuance of up to $17,250,000 for: (i) city-wide radio and communication equipment; (ii) improvements and extensions to the City's waterworks and sewer systems, including new water wells, distribution, transmission system lines, lift stations, pumps, outfall, filtration, and plant improvements; and (iii) the payment of fiscal, engineering, and legal fees incurred in connection therewith. The parameters that must be met are: (i) the aggregate principal amount of the Certificates shall not exceed $17,250,000; (ii) the true interest cost of the Certificates shall not exceed 5.00% per annum; (iii) the final maturity of the Certificates shall not exceed February 15, 2045; and (iv) the pricing must occur within 90 days. He explained that the pages in Exhibit A of the ordinance are intentional and will be completed via the pricing certificate on the date of pricing. Staff reviewed and discussed the impact of the Certificates on the City’s ability to meet debt service requirements and the potential effects on the ad valorem tax rate and utility rates during the FY25 budget.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Wright, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2025-4602, authorizing the issuance of certificates of obligation; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing an official statement and instruments and procedures relating to said certificates; and enacting other provisions relating to the subject. The motion carried unanimously.

9.4. Presentation, discussion, and possible action regarding a Letter of Intent (LOI) with the Brazos Valley Bombers.

Bryan Woods, City Manager, stated that this Letter of Intent (LOI) outlines plans for an agreement on using a new baseball facility in College Station. The future agreement will cover the Team's involvement in design, sponsorship rights, concessions, gate control, and operations. The City acknowledges the Team's interest in the design phases to ensure the facility meets operational needs and will engage the Team in design discussions, allowing for input on seating, amenities, and game-day operations.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Yancy, the City Council voted six (6) for and none (0) opposed, to approve a Letter of Intent (LOI) with the Brazos Valley Bombers. The motion carried unanimously.

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

Mayor Nichols highlighted the Games of Texas opening Ceremonies.

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 Brazos County Board of Health.

Councilmember Shafer reported on the Planning and Zoning Commission.

Councilmember Shafer reported on 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.

No future items at this time.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 10:07 p.m. on Thursday, July 24, 2025.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

August 14, 2025
Item No. 6.2.
Contract for 2025 TAMU Football Post Game Day Traffic Control

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in a not to exceed amount of $135,273.60 for the 2025 TAMU Football Post Game Day Traffic Control.

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Improving Mobility

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

Summary: Following each Texas A&M University (TAMU) home football game, Public Works, working with other city departments, manages the deployment of traffic control devices to increase the capacity of roadways, allowing game day traffic to exit efficiently. The Traffic Engineering Division works with the Texas Transportation Institute and TAMU Transportation Services to develop a traffic control plan both on campus and off campus to move traffic away from Kyle Field following each game. This includes closing some roadway access points as well as the addition of contra-flow lanes along FM 2154 (Wellborn Road). This operation requires the deployment of traffic control devices during the game and collection of devices after traffic clears. The city provides all traffic control devices but utilizes contractors for the deployment, using Buyers Barricades Houston, LLC for the past several years.

TAMU is responsible for all traffic control on campus, while the city is responsible for traffic control off campus. A new Interlocal Agreement with TAMU, which replaces the previous agreement approved in September 2021, specifies that both entities will split the cost of the traffic control deployment evenly, with no maximum on either party. The city invoices TAMU after the final home football game each season. Since the total amount of this year's contract is $135,273.60, both TAMU and the City's portion will be $67,636.80, assuming the full amount is utilized. The interlocal agreement has a five (5) year term, expiring in 2028.

This general services contract was procured through the BuyBoard Purchasing Cooperative.

Budget & Financial Summary: The budget for the deployment of traffic control has been included in both the FY25 and FY26 Street Maintenance budgets.

Attachments:
1. Buyers Barricades Houston LLC Contract

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300654 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Texas A&M Football Gameday Traffic Control Deployment and Pick-up (7 Games)

Name of Contractor: Buyers Barricades Houston LLC

CONTRACT TOTAL VALUE: $ 135,273.60 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

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

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

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

The funding for this project will be taken from the streets Division account number: 10010740-5315.

Pricing is from Buyers Barricades BuyBoard Contract # 703-23

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 08/14/25 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

N/A
_____ _____
MAYOR (if applicable) DATE

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

9.12.23 UPDATED

CITY OF COLLEGE STATION
GENERAL SERVICES CONTRACT

This **General Services Contract** ("Contract") is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation ("City") and Buyers Barricades Houston, LLC ("Contractor"), collectively referred as the Parties, for the following project, TAMU Post Game day Traffic Control for the 2025 Football Searson (7 Games) _, and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
PAYMENT, TERM, SPECIAL DEFINITIONS, AND INTERPRETATION

1.1 Consideration. In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Contractor's Completion of work in conformity with this Contract, as well as the non-monetary consideration in the form of the Contractor's representations, warranties, promises, and obligations contained in this Contract, the City shall pay the Contractor an amount not to exceed One Hundred Thirty-Five Thousand Two Hundred Seventy-Three_ **and 60/100 Dollars ($**135,273.60**).**

1.2 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.3 City's Payment and Approval. The City will pay Contractor as shown in **Exhibit B** (Payment Schedule), for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City's approval of the services.

1.4 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services/Work by the following dates: December 1, 2025.

1.5 Executed Contract. The "Notice to Proceed" will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

1.6 Special Definitions. Unless specially defined in this Contract, words used in this Contract shall be interpreted according to their common usage or meaning to result in the most reasonable application. Unless otherwise designated, the following special definitions shall apply whether a term or phrase appears in capital letters or in bolded, italicized, or underlined print:

(a) **"Business Day"** means a day other than a Saturday, Sunday, or holiday recognized by the City, and unless described by this Contract as a "Business Day," a "day" herein described shall mean a calendar day.

(b) **"City"** means the City of College Station, Texas, a signing Party to this Contract, including its elected officials, appointed officials, officers, employees, representatives, agents, successors and permitted assigns.

(c) **"City Council" or "Council"** means the City Council of the City of College Station, Texas, the governing body of the City.

(d) **"City Manager"** means the City Manager of the City of College Station, Texas.

(e) **"Contract" or "Agreement"** means this General Services Contract including all attached exhibits approved and executed by the signing Parties.

(f) **"Contractor"** means the Contractor as described above, a signing Party to this Contract, including its directors, officers, members, managers, partners, employees, representatives, agents, subcontractors, successors, and permitted assigns.

(g) **"Contractor Business Records"** means the business records created or maintained by the Contractor (or on its behalf) regarding the performance of this Contract that the City reasonably needs to inspect, copy, and review to determine Contractor compliance with this Contract.

(h) **"Default"** means the conduct, act, or omission by a Party which constitutes a breach or violation of a duty, obligation, representation, or responsibility imposed on that Party by this Contract. Default is synonymous with material default as used in this Contract.

(i) **"Insurance Coverage"** includes not only commercial insurance coverage but also risk pool coverage as allowed by law.

(j) **"Party"** means a signing Party to this Agreement. The signing Parties to this Contract collectively are the City and the Contractor.

(k) **"Project"** means the City's project made the subject of this Contract, as defined by the Scope of Work or Services described in this Contract in **Exhibit A**.

(l) **"Scope of Services or Work"** means the services, goods, and work described in this Contract for the City's Project, as described in **Exhibit A**.

1.7 Interpretation.

(a) Unless otherwise designated in this Contract, the past, present, or future tense shall each include the other, the masculine or feminine gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.

(b) All statements made in the preamble and preliminary recitals of this Contract and all attached documents are incorporated by reference. The following documents

are attached to this Contract as exhibits: **Exhibit A** – Scope of Services/Work; **Exhibit B** – Payment Schedule; and **Exhibit C** – Certificates of Insurance.

ARTICLE II
CHANGE ORDER

2.1 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

(a) **City Manager Approval.** When the original Contract amount plus all change orders is $50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than $50,000. A change order resulting in a revised Contract amount exceeding $50,000 may be subject to additional statutory requirements as applicable; and

When the original Contract plus all change orders is greater than $50,000 but less than $100,000, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than $100,000. For such contracts, when a change order results in a total Contract amount that exceeds $100,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount; and

(b) **City Council Approval.** When the original contract amount plus all change orders is greater than $100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed $50,000. For such contracts, when a change order exceeds $50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.

(c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services/Work and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or work or the right to payment for such additional services or work shall be waived.

(d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service or work provided or to be provided hereunder by the Contractor, including a dispute as to whether such service or work is additional to the Scope of Services or Work included in this Contract, the Contractor agrees to continue providing on

a timely basis all services or work to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services or Work. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance but shall be entitled to a work product as in the Scope of Services or Work. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.2 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV
INSURANCE

4.1 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, sufficient insurance coverage, as herein described, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

4.2 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance coverage policies are attached in **Exhibit C**. During the term of this Contract, Contractor's insurance policies shall meet the minimum requirements of this section.

4.3 Types. Contractor shall acquire and maintain for Contract duration the following types of insurance:

(a) Commercial General Liability;
(b) Business Automobile Liability; and
(c) Workers' Compensation/Employer's Liability.

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

(a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and delivered to the City in a timely manner according to this instrument.
(b) Certificates of Insurance and endorsements shall be furnished and delivered to the City on the most current State of Texas Department of Insurance-approved forms to the City's Representative no later than 3 days before this instrument is submitted for final approval and execution by the City; shall be attached to this Contract as **Exhibit C**; and shall be approved by the City before work begins.
(c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
(d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
(e) The City will not accept "claims made" policies.
(f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

(a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
(b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
(c) Limits of liability must be equal to or greater than $1,000,000 per occurrence for death, bodily injury, and property damage, with an annual aggregate limit of $2,000,000.00. Limits shall be endorsed to be per project.
(d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance before the execution of this contract by the City.
(e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

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

(c) Combined Single Limit of Liability not less than $1,000,000 per occurrence for death, bodily injury, and property damage.

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

(e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos operated by the Contractor on (i) City property, (ii) the job or work site associated with or related to the business purpose or Scope of Services/Work described by this Contract, (iii) any other property or road in performance of this contract.

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

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

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

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

ARTICLE V
INDEMNIFICATION AND RELEASE

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

5.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members,

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

ARTICLE VI
GENERAL TERMS

6.1 Performance. Contractor, its officers, employees, associates, representatives, agents, subcontractors, successors, permitted assigns and other representatives expressly warrant and represent that they shall perform all the work and services described in the Scope of Services or Work in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor and its aforesaid representatives shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.2 Termination.

(a) Termination for Convenience. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work and services performed provided Contractor is not in default of this Contract. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work and services performed and expenses incurred before the date of termination, provided the Contractor is not in default of this contract.

(b) This **Contract** also may be terminated: **(a)** by the City upon a default committed by the Contractor; **(b)** by a subsequent written termination Contract executed with the mutual consent of the contracting Parties; and **(c)** at the conclusion of the Contract term, unless the Contract term is extended by a written amended Contract executed with the mutual consent of the contracting Parties as herein required.

6.3 Choice of Law and Venue. This Contract has been made under and shall be **governed** by the laws of the State of Texas. The Parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

6.4 Amendment. This Contract may only be amended by written instrument approved and executed by the Parties.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project made the basis of this Contract. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA) regarding the Contractor's performance, operations and activities pursuant to this Contract. The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA. Nothing in this Contract shall be construed to alter or affect the obligation of the Contractor to comply with any applicable federal or Texas statute, rule, or regulation, and any applicable local ordinance, rule, or regulation regarding the performance of this Contract or the Contractor's operations and activities regarding the project made the subject of this Contract, and further, the parties would show that prior to the approval of this Contract by the City, the Contractor has submitted to the City: (a) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code; and (b) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code.

6.7 Waiver of Terms. No waiver or deferral by either Party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition. Also, no waiver of a default occurs if a non-defaulting Party fails to immediately declare a default or delays in taking any action regarding a default committed by a defaulting Party.

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

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

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

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by a written instrument approved and executed by the parties.

6.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto. The Effective Date is the date the last signing Party executes this Contract.

6.14 Notice. Any official notice under this Contract will be sent to the following addresses:

CITY OF COLLEGE STATION

Attn: Randell Smith
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
rjsmith@cstx.gov

BUYERS BARRICADES HOUSTON, LLC

Attn: Michael Cooper
PO Box 733731
Dallas, TX 75373
michael@buyersbarricades.com

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

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

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

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

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

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

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

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

6.20 Default.

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

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

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

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

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

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

List of Exhibits

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

BUYERS BARRICADES HOUSTON, LLC.

By:_____
Title:_____

Printed Name:_____
Date:_____

CITY OF COLLEGE STATION

By:_____
City Manager
Date:_____

APPROVED:

_____
City Attorney
Date:_____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES/WORK

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services/Work that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

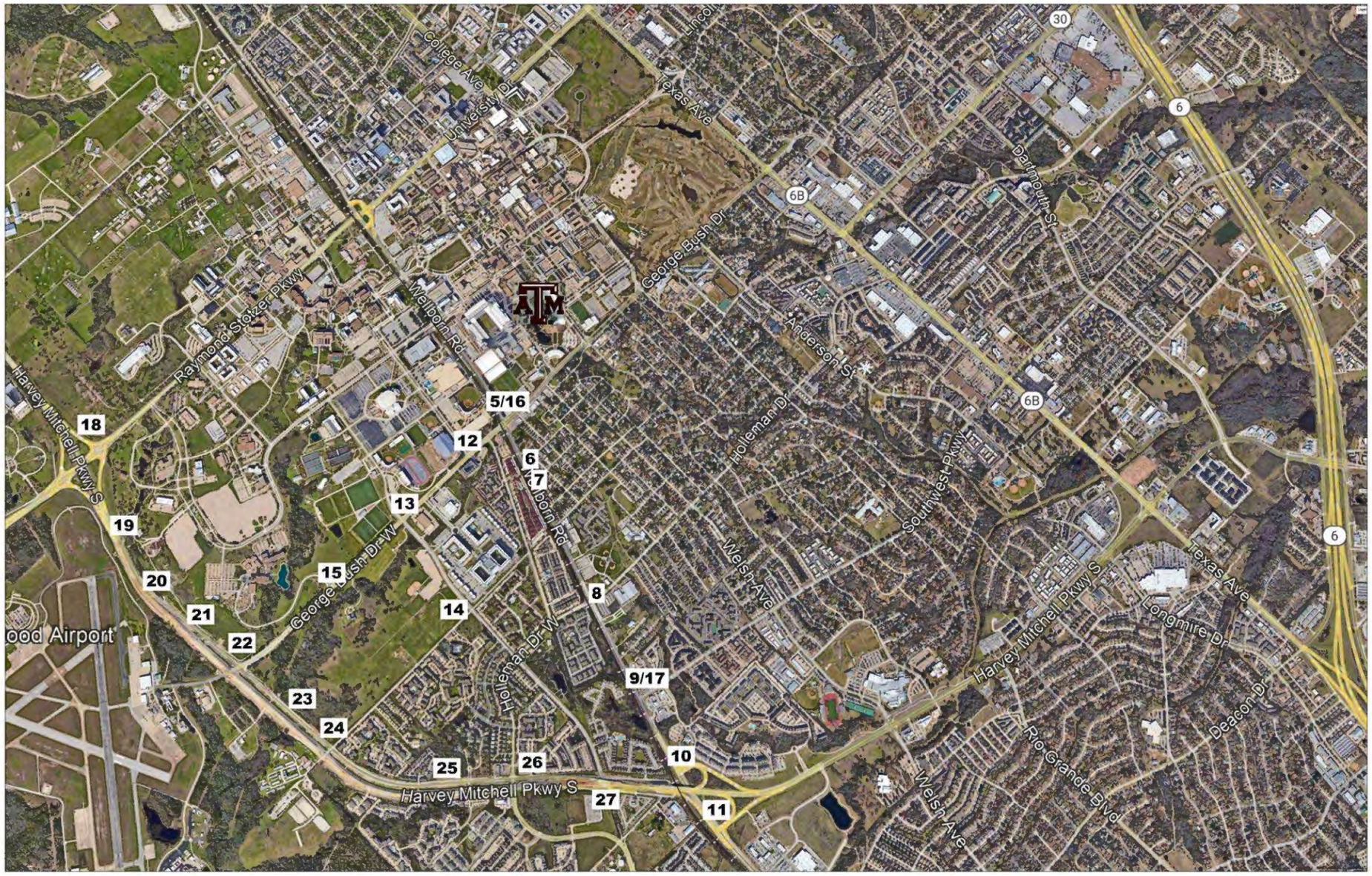
This contract is for deploying and removing traffic devices at the locations specified in the Traffic Control Plan as well as returning the devices to the Public Works Operations Center. Signs, barricades and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.

See attached Texas A&M Football Post Game Traffic Control Plan as part of Exhibit A.

Reference BuyBoard Contract # 703-23

2025 FOOTBALL SCHEDULE

DATE	TIME	AT	OPPONENT	LOCATION
August 30, 2025	6:00 PM	Home	UTSA	Bryan-College Station | Kyle Field
September 06, 2025	11:45 AM	Home	Utah State	Bryan-College Station | Kyle Field
September 13, 2025	6:30 PM	Away	Notre Dame	South Bend, Ind. | Notre Dame Stadium
September 27, 2025	Afternoon	Home	Auburn	Bryan-College Station | Kyle Field
October 04, 2025	Night	Home	Mississippi State	Bryan-College Station | Kyle Field
October 11, 2025	Flex	Home	Florida	Bryan-College Station | Kyle Field
October 18, 2025	Flex	Away	Arkansas	Fayetteville, Ark. | Donald W. Reynolds Razorback Stadium
October 25, 2025	Flex	Away	LSU	Baton Rouge, La. | Tiger Stadium
November 08, 2025	Flex	Away	Missouri	Columbia, Mo. | Memorial Stadium/Faurot Field
November 15, 2025	Early	Home	South Carolina	Bryan-College Station | Kyle Field
November 22, 2025	11:00 AM	Home	Samford	Bryan-College Station | Kyle Field
November 28, 2025	6:30 PM	Away	Texas	Austin, Texas | DKR-Texas Memorial Stadium



Texas A&M Football Post Game Traffic Control Plan

KYLE FIELD GAME DAY - July 8, 2025

INDEX OF SHEETS

1. Title Sheet
2A. General Notes & Deployment Plan
2B. Deployment Plan (Cont.) & Removal Plan
3. Specifications
4A. Wellborn Rd at University Dr
4B. Wellborn Rd at University Dr
5. Wellborn Rd at George Bush Dr
6. Wellborn Rd at Fidelity St
7. Wellborn Rd at Luther St
8. Wellborn Rd at Holleman Dr
9. Wellborn Rd at Southwest Pkwy
10. Wellborn Rd at FM 2818 North Intersection
11. Wellborn Rd at FM 2818 South of Intersection
12. George Bush Dr at Olsen Blvd
13. George Bush Dr at Penberthy Dr
14. Luther St at Penberthy Dr
15. George Bush Dr at Barbara Bush Dr
16. Wellborn Rd at George Bush Dr Modification
17. Wellborn Rd at Southwest Parkway Modification
18. FM 60 & FM 2818
19. FM 2818-STA 261+50 to 273+50
20. FM 2818-STA 273+50 to 283+50
21. FM 2818-STA 283+50 to 295+00
22. George Bush Dr & FM 2818
23. FM 2818-STA 307+00 to 319+00
24. Luther St & FM 2818
25. FM 2818-STA 341+00 to 352+00
26. Holleman Dr & FM 2818
27. Jones Buttler Rd & FM 2818
28. Message Boards & Itinerary
29.- 44. TXDOT Standard Details

In partnership between:

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

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

SHEET 1

GENERAL NOTES:

1. Necessary Operational Procedures:
   a. Premark locations of traffic control devices with water based paint and maintain as needed. It is anticipated that most markings will not need to be remarked.
   b. Traffic control devices included in this contract shall be picked up at the Public Works Operations Center on King Cole Drive before each TAMU football game. Pick-up times shall be coordinated with the Streets Manager or their designee.
   c. Traffic control devices shall be deployed in accordance with the provided Deployment Plan. Any modifications to the plan must be discussed in advance and approved by the City.
   d. Traffic control devices included in the plans may be staged, but not deployed until the start of the second quarter of the football game. This means that devices shall not be placed in the roadway and signs shall not be visible to traffic until the aforementioned times.
   e. Set-up cones, panels, and barricades in accordance with Traffic Control Plan.
   f. Set-up temporary signs called out in the Traffic Control Plan.
   g. Traffic control devices to be placed in a signalized intersection are to be placed per the plans once the traffic signal is in a flashing operation or a City of College Station representative provides direction to do so. The intersections of George Bush/Wellborn Road, George Bush/Olsen Blvd and FM 2818/Holleman Drive shall not have traffic control devices placed in the intersection until a College Station Police Officer arrives and provides the direction to do so.
   h. All temporary traffic control devices shall remain in place and maintained by the contractor until notified by a College Station representative, typically the College Station Police Officer in charge of the post football game traffic operations. It is anticipated that removal of the devices will begin 2 hours after the football game ends; however, this is an estimate for informational purposes only and does not restrict or limit the City of College Station representative's decision regarding the duration of the post football game traffic operations.
   i. All temporary traffic control devices will be removed when instructed in an orderly manner in accordance with the provided Removal Plan. Any modifications to the plan must be discussed in advance and approved by the City.
   j. All traffic control devices included in this contract shall be picked up and returned to the Public Works Operations Center on William King Cole Drive after each TAMU football game. Drop-off times shall be coordinated with the Streets Manager or their designee.
2. All traffic control signs and devices shall be placed and installed in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and TxDOT Traffic Engineering Standard Sheets for Barricade and Construction Standards. Sign Designs sheet shows the design formation for the Dual Right Turn sign, Left and Right Only sign, Bus Only Lane sign, Right Turn Only sign and U Turn sign.
3. Any variations to the traffic control plan shall be approved by the City Traffic Engineer or their designee.
4. Contractor shall provide at least limited access to all businesses and residences along roadway at all times.
5. Unless specified elsewhere in the plans, all signs shall be the standard size for conventional roads, per the TMUTCD.
6. All Portable Changeable Message Signs (PCMS) will be deployed, activated, deactivated, and returned to the Public Works Operations Center by Public Works employees. These plans do not include the need of the contractor's forces to assist or be responsible for the PCMS.
7. Contractor will be required to provide radios to communicate with personnel as well as with the City.
8. Contractor shall follow the provided plan unless directed otherwise by the Incident Commander, Streets Manager, or City Traffic Engineer.
9. Contractor shall stage vehicles in locations specified in the plans or as directed by the City during the pre-deployment meeting.

DEPLOYMENT PLAN:

West Luther @ FM 2818 (half time)

- Close left turn lane NB FM 2818

West Luther @ Penberthy

- Close NB Penberthy at West Luther at the start of the 3rd quarter

Penberthy @ Lot 63 driveway

- Close NB Penberthy at at the start of 3rd quarter

FM 2818 @ Stotzer Parkway (half time)

- Close northbound exit ramp to Stotzer (if needed - this is a game to game decision)
- Close ramp from WB Stotzer to SB FM 2818 (if needed - this is a game to game decision)

FM 2818 @ Holleman South

All traffic control devices will be placed at the beginning of the 4th quarter with officers onsite

Wellborn Rd. @ University (half time)

- Close exit ramp from eastbound University.
- Close exit ramp from northbound Wellborn to eastbound University
- Close left turn lane from southbound Wellborn to eastbound University

Wellborn Road

Start placing traffic control devices on Wellborn Rd. at FM 2818 going north at the beginning of the 2nd quarter. All devices are to be deployed and ready for operation when traffic control at George Bush/Wellborn Road is activated and officers are ready to move traffic.

Holleman @ Wellborn

Stage all traffic control devices and wait until the Wellborn Contraflow is fully deployed.

George Bush Drive

The details below are designed to allow transit operations to continue during all portions of the deployment operation; the order and timing of intersection closing is important.

STATE OF TEXAS
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PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

GENERAL NOTES
&
DEPLOYMENT PLAN

SHEET NO.
2A

DEPLOYMENT PLAN (Cont.)

Median Openings of George Bush between Olsen Blvd and Barbara Bush Drive

- Median openings at Barbara Bush and the Pearce Pavilion can be closed at half time.
- Median opening at Reed House can be closed just before Penberthy closure

George Bush @ FM 2818

Stage all traffic control devices and wait until 4th quarter to close off intersection. Stage all traffic control devices at Penberthy, Olsen and Marion Pugh intersections and wait until the aforementioned time. City of College Station Public Works, in coordination with Texas A&M Transportation will make decision to deploy remaining George Bush traffic control and George Bush/Wellborn intersection. When decision is made:

1. Close George Bush @ FM 2818
2. Close George Bush median opening at Reed House
3. Close Olsen Blvd - set up dual right turn from southbound Olsen to westbound George Bush; allow any westbound George Bush traffic to proceed west. Officers must be at the Olsen and Marion Pugh intersections before being closed.
4. Set up Marion Pugh intersection and two-way flow to Callaway House
    a. Texas A&M Transit will continue normal operations until beginning of Step 5; buses will wait in westbound George Bush curb lane
5. George Bush @ Penberthy
    - Close Penberthy median opening.
6. Begin George Bush contraflow operations - VIP traffic (only) allowed across railroad tracks on westbound George Bush and moves to eastbound Bush Drive roadway at Olsen Blvd intersection.

George Bush @ Wellborn Rd.

Stage all traffic control devices and wait until 4th quarter. Officers must be at the intersection before closing. City of College Station Public Works, in coordination with Texas A&M Transportation will make decision to deploy George Bush/Wellborn intersection traffic control. As noted by the arrow on the plan sheet, there will be eastbound and westbound bus only lanes along George Bush Drive. The eastbound bus only lane will cross between the cones used to delineate the southbound Wellborn Road travel lanes through the intersection. The two cones on either side of the eastbound bus only lane need to be spaced 10 ft apart. The remainder of the cones are to be spaced per the plan sheet. Center of George Bush median to be closed at halftime, close everything along the center of George Bush Dr. Penberthy intersection will be the exception, and left open.

REMOVAL PLAN

While it is not required, it is anticipated that 3 to 4 crews will be needed to quickly pick up the traffic control devices. Below is the plan for picking up the traffic control devices. Alternatives for more efficient methods of picking up the traffic control devices must be submitted to the City for approval. However, the pick-up of the traffic control devices does not start until the City of College Station representative provides the instruction to do so. A contractor representative should be with the College Station representative, or at least be available by radio to receive the go ahead to begin the pickup process.

Crew #1

A crew should start picking up the traffic control devices at the Wellborn Road and University Drive intersection, then travel to the Stotzer Blvd/FM 2818 interchange to pick up grabber cones at the westbound to southbound FM 2818 . Then, work down to the northbound FM 2818 exit ramp to FM 60 and pick up the devices. After this area has been picked up, the crew can pick up the traffic control devices at the FM 2818/Luther intersection followed by the Luther/Penberthy intersection. The crew should continue north on Penberthy picking up the traffic control devices along the way. If needed, this crew can assist Crew #3 in picking up the devices along George Bush, but only after Crew #3 arrives at the George Bush/Penberthy intersection.

Crew #2&3

Two crews should be ready to start picking up the traffic control devices at the Wellborn Road and George Bush intersection because you will need to be able to clear the intersection within 7 minutes after receiving the go ahead from the College Station representative at the intersection. The crew will remove the traffic control devices on the north intersection leg. Then College Station Police Officers will shut down the intersection by stopping all traffic approaching the intersection. The crews will have 2 minutes to pick up the devices between the two southbound travel lanes through the intersection and on the south leg. After this, the southbound traffic will be released to proceed through the intersection toward FM 2818. During the time between minutes 2 and 7, Crew #2 will finish picking up the traffic control devices in the intersection. Crew #2 will then move to the east side of the intersection while officers allow Bush traffic to turn from westbound to southbound for a few minutes. Crew #2 will then pick up devices on east side of intersection while officers hold George Bush traffic. Crew #3 begins picking up the traffic control devices on the west leg of George Bush between Wellborn Road and Olsen Drive (Crew 3 needs to be positioned on George Bush, west of Wellborn Road and out of the intersection before the 2 minutes have expired). **Note, the barricades at the track for westbound traffic shall stay in place until all of the traffic control devices between Wellborn Road and Olsen Drive have been picked up - a member of Crew #3 can circle back to pick up these devices before rejoining the crew to pick up the remaining traffic control devices on George Bush Drive.**

Crew #2

Will continue picking up the devices on Wellborn Road toward FM 2818. Once this crew is south of the Bush/Wellborn intersection (at the end of 7 minutes), the traffic on George Bush will be released and allowed to turn onto southbound Wellborn Road toward FM 2818 and signals will return to normal operation.

Crew #3

Will then drive west in the eastbound lanes (counter flow) and remove traffic control at Penberthy/George Bush intersection. Crew #3 will continue westbound in the eastbound lanes and remove traffic control at Reed House and Barbara Bush median opening. Crew #3 will continue west in the eastbound George Bush lanes (still traveling counter to the George Bush/FM 2818 intersection and remove devices. Crew #3 will return eastbound in the (now open) eastbound lanes to pick up traffic control at the Pearce Pavilion median.

Crew #4

This crew should start on the east side of the Wellborn Road and Holleman intersection picking up the traffic control devices and move to the west side. They will then travel to the FM 2818/Holleman Drive intersection to pick up the traffic control devices there.

STATE OF TEXAS
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RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

DEPLOYMENT PLAN (Cont.)
&
REMOVAL PLAN

SHEET NO.
2B

ITEM 502
BARRICADES, SIGNS, TRAFFIC HANDLING AND MOBILIZATION

502.1. Description.Provide, install,move,replace, maintain, clean, and remove upon completion of the post special event traffic control effort as established by a City of College Station representative all barricades, signs, cones, lights, and other traffic control devices used for traffic handling as indicated on

the plans and as directed. Mobilization costs (i.e.,the movement of personnel,equipment,and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items) and attendance to a debriefing meeting during the week following each TAMU football game will be considered subsidiary to this item.

502.2. Construction. Provide traffic control devices that conform to details shown on the plans, the TMUTCD, and the Compliant Work Zone Traffic Control Device List (CWZTCDL) maintained by the Texas Department of Transportation Traffic Operations Division.

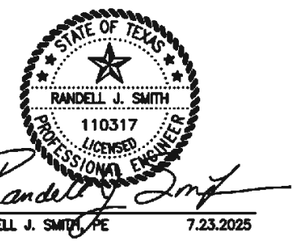
A. Implementation. Before beginning work,designate in writing a Contractor's Responsible Person (CRP) to be the representative of the Contractor who is responsible for taking or directing corrective measures of installation and maintenance deficiencies as soon as possible. The CRP must be accessible by phone, on site during the special event, and able to respond to emergencies 24 hours per day during the event. Follow the traffic control plan (TCP) and install traffic control devices as shown on the plans and as directed. Install traffic control devices straight and plumb.Do not make changes to the location of any device or implement any other changes to the TCP without the approval of the City of College Station representative. Minor adjustments to meet field constructability and visibility are allowed. Submit Contractor-proposed TCP changes, signed and sea led by a licensed professional engineer, to the Engineer for approval. The Engineer may develop,sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the CWZTCDL. Maintain traffic control devices by taking corrective action as soon as possible. Corrective action includes but is not limited to cleaning,replacing,straightening,covering,or removing devices. Maintain the devices such that they are properly positioned, spaced, and legible,and that retroreflective characteristics meet requirements during darkness and rain.

B. Flaggers. Provide a Contractor representative who has been certified as a flagging instructor through courses offered by the Texas Engineering Extension Service, the American Traffic Safety Services Association, the National Safety Council,or other approved organizations,if flagging operations are necessary or required.Provide the certificate indicating course completion when requested. This representative is responsible for training and assuring that all flaggers are qualified to perform flagging duties. A qualified flagger must be independently certified by one of the organizations listed above or trained by the Contractor's certified flagging instructor. Provide the Engineer with a current list of qualified flaggers before beginning flagging activities. Use only flaggers on the qualified list. Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must use standard attire, flags,signs, and signals and follow the flagging procedures set forth in the TMUTCD.

C. Removal. Upon completion of the post special event traffic control effort as established by a City of College Station representative, remove all barricades, signs, cones, lights, and other traffic control devices used for work-zone traffic handling,unless otherwise shown on the plans.

502.1. Measurement. This Item will be measured by the lump sum for each special event.

502.2. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades,Signs,and Traffic Handling" for the date of the specified special event. This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, incidentals, and mobilization needed for the individually specified special event.



RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

SPECIFICATIONS

SHEET NO.
3

CITY OF COLLEGE STATION

Home of Texas A&M University®

Game Day Traffic Control

Wellborn Road and University Drive

Legend/Supply Totals

- 50 x Cones
- 2 x No Right Turn Sign w/ Temporary Support
- 1 x No Left Turn Sign

Sheet 4-A

STATE OF TEXAS
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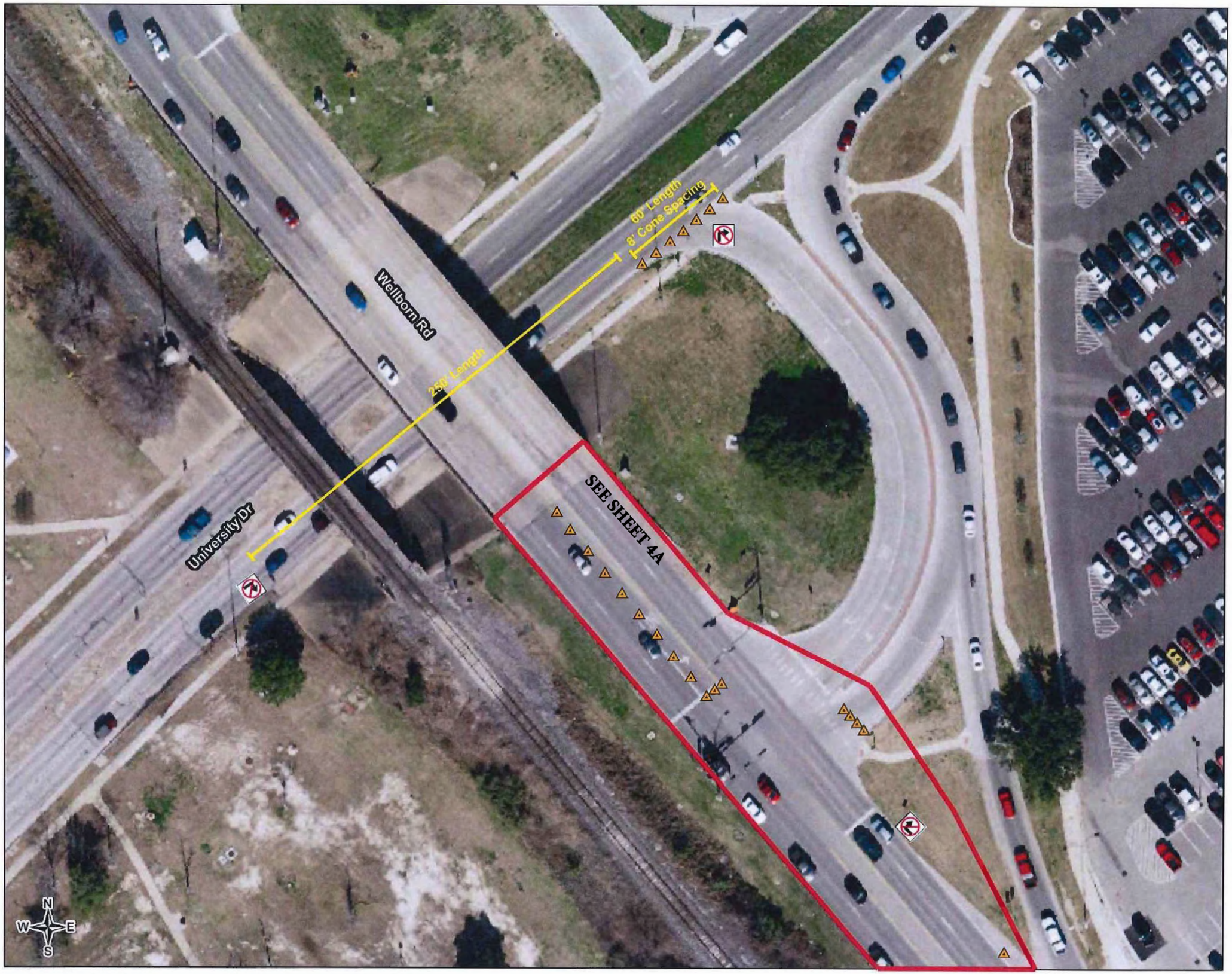
RANDELL J. SMITH, PE 8.22.2023

NOTE: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.



CITY OF COLLEGE STATION

Home of Texas A&M University®

Game Day Traffic Control

Wellborn Road and University Drive

Legend/Supply Totals

- 7 x Cones
- 2 x No Right Turn Sign w/ Temporary Support

Sheet 4-B

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

NOTE: All signs and cones seen within this boundary are shown on Sheet 4-A.

NOTE: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.

Modification 1: See Sheet 16

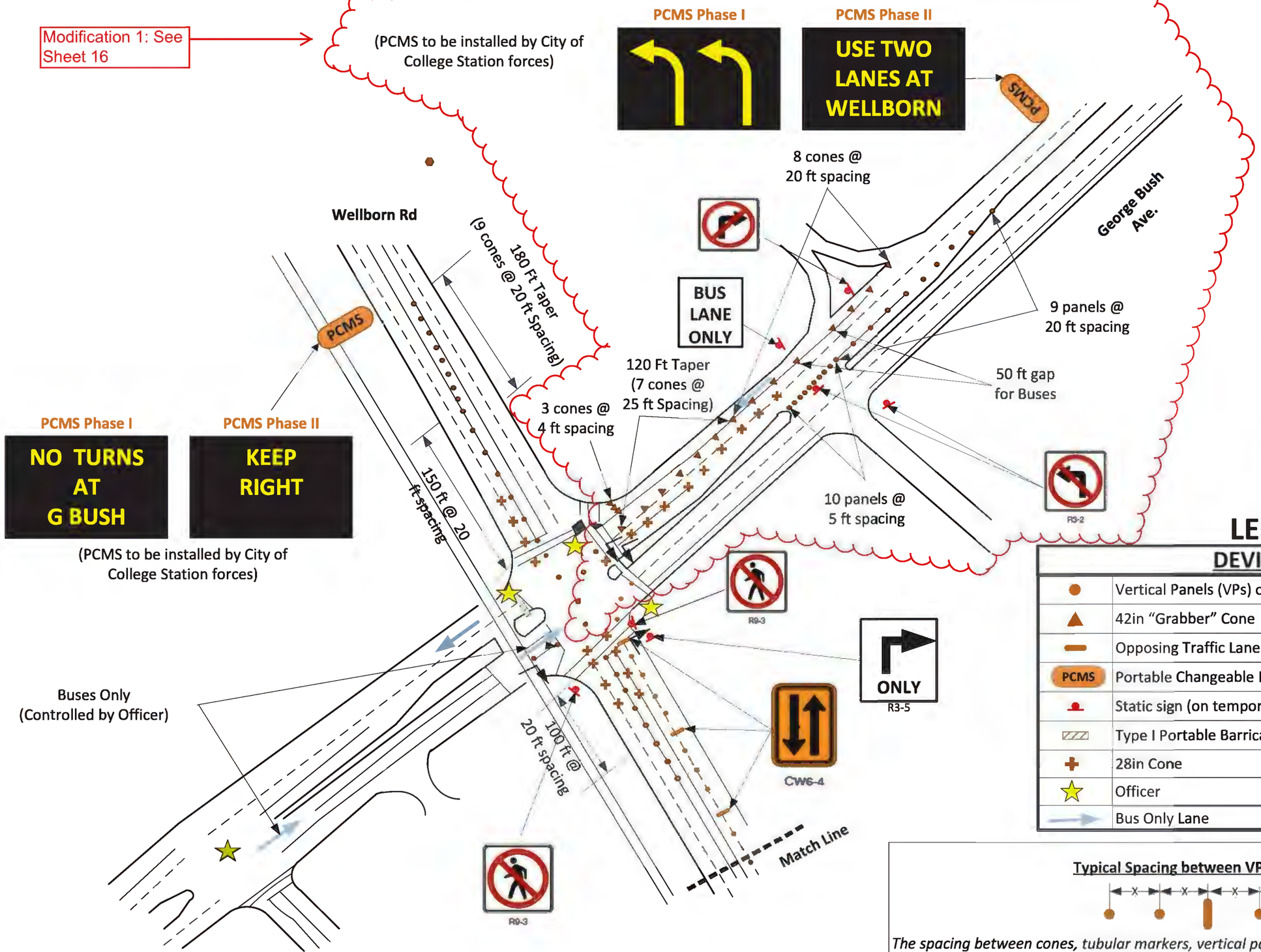
WELLBORN RD. At George Bush

N

APPROX. SCALE

50 ft

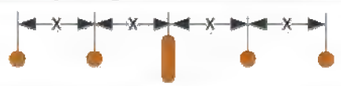
SHEET 5



LEGEND

DEVICE		QNTY
●	Vertical Panels (VPs) or 42in "Grabber" Cone	55
▲	42in "Grabber" Cone	20
▬	Opposing Traffic Lane Dividers (OTLDs)	4
PCMS	Portable Changeable Message Signs (PCMS)	2
	Static sign (on temporary support)	8
	Type I Portable Barricade	4
✚	28in Cone	22
★	Officer	4
→	Bus Only Lane	

Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

WELLBORN RD.
At Fidelity

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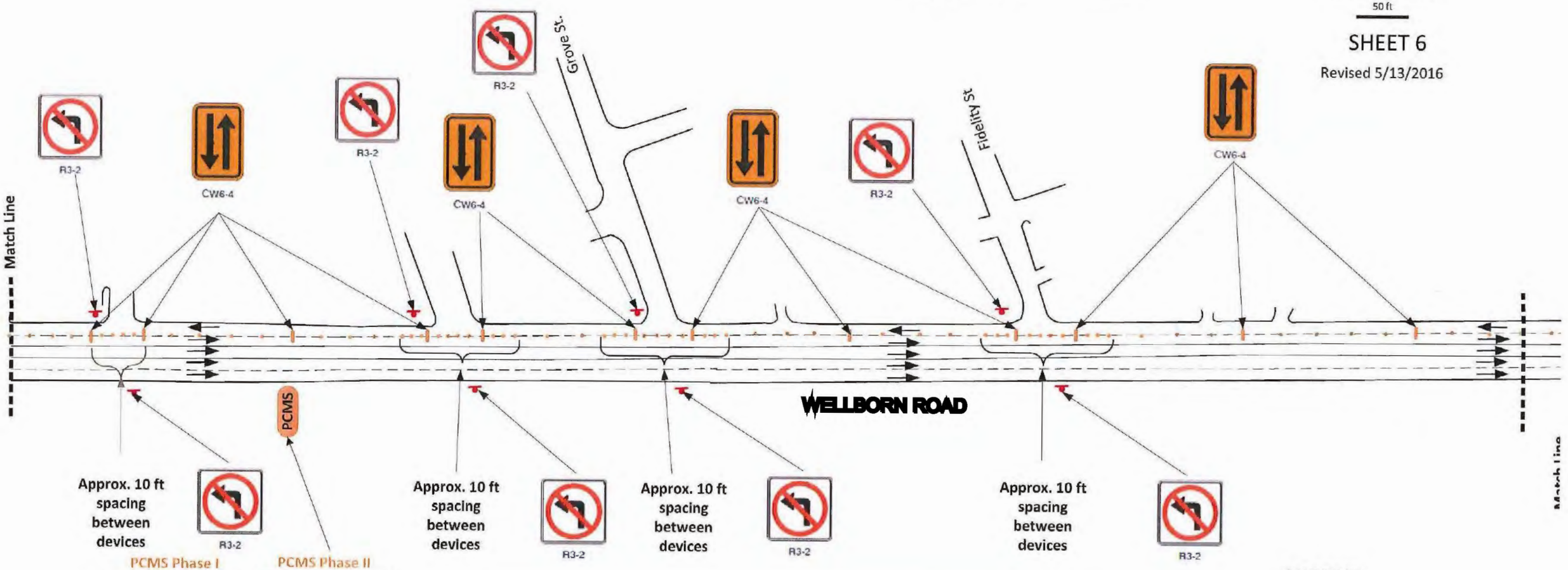
RANDELL J. SMITH, PE 8.22.2023

APPROX. SCALE
50 ft

SHEET 6

Revised 5/13/2016



Approx. 10 ft spacing between devices

R3-2

Approx. 10 ft spacing between devices

R3-2

Approx. 10 ft spacing between devices

R3-2

Approx. 10 ft spacing between devices

R3-2

PCMS Phase I

PCMS Phase II

(PCMS to be installed by City of College Station forces)

Typical Spacing between VPs and OTLDs

The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE		QNTY
●	Vertical Panels (VPs) or 42in "Grabber" Cone	63
▲	42in "Grabber" Cone	-
▬	Opposing Traffic Lane Dividers (OTLDs)	12
PCMS	Portable Changeable Message Signs (PCMS)	1
▲	Static sign (on temporary support)	8
▨	Type III Portable Barricade	-

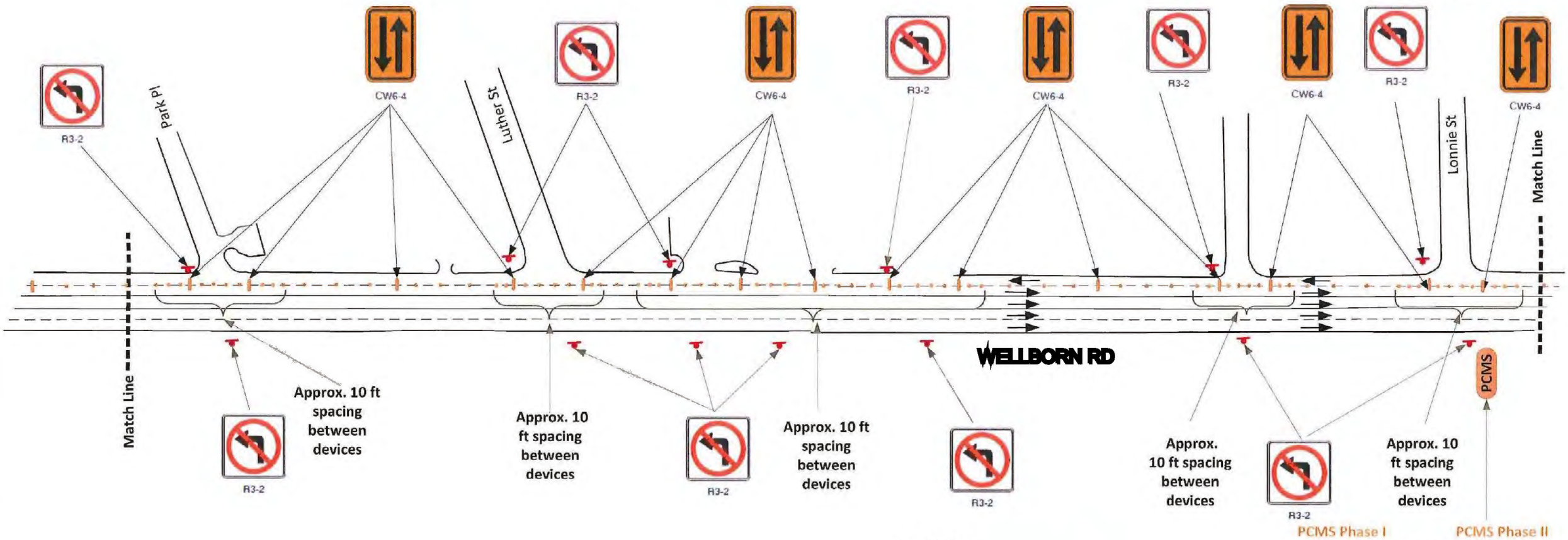
WELLBORN RD. At Luther St.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

APPROX. SCALE
50 ft

SHEET 7
Revised 5/13/2016



Typical Spacing between VPs and OTLDs

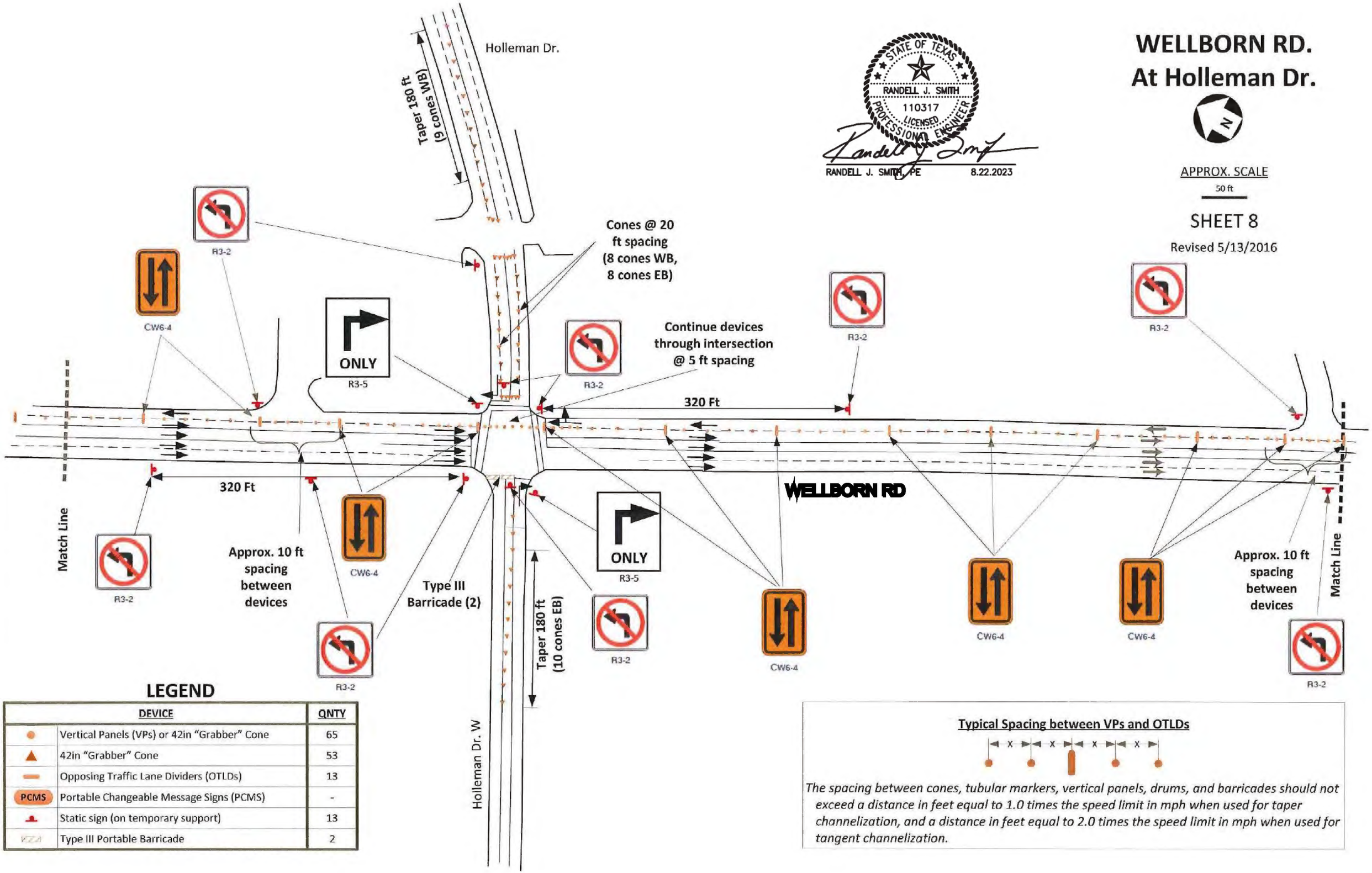
The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE		QNTY
●	Vertical Panels (VPs) or 42in "Grabber" Cone	75
▲	42in "Grabber" Cone	-
▬	Opposing Traffic Lane Dividers (OTLDs)	15
PCMS	Portable Changeable Message Signs (PCMS)	1
▲	Static sign (on temporary support)	13
▱	Type III Portable Barricade	-

(PCMS to be installed by City of College Station forces)

WELLBORN RD.
At Holleman Dr.



STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

APPROX. SCALE

50 ft

SHEET 8

Revised 5/13/2016

LEGEND

	DEVICE	QNTY
●	Vertical Panels (VPs) or 42in "Grabber" Cone	65
▲	42in "Grabber" Cone	53
▬	Opposing Traffic Lane Dividers (OTLDs)	13
PCMS	Portable Changeable Message Signs (PCMS)	-
	Static sign (on temporary support)	13
	Type III Portable Barricade	2

Typical Spacing between VPs and OTLDs

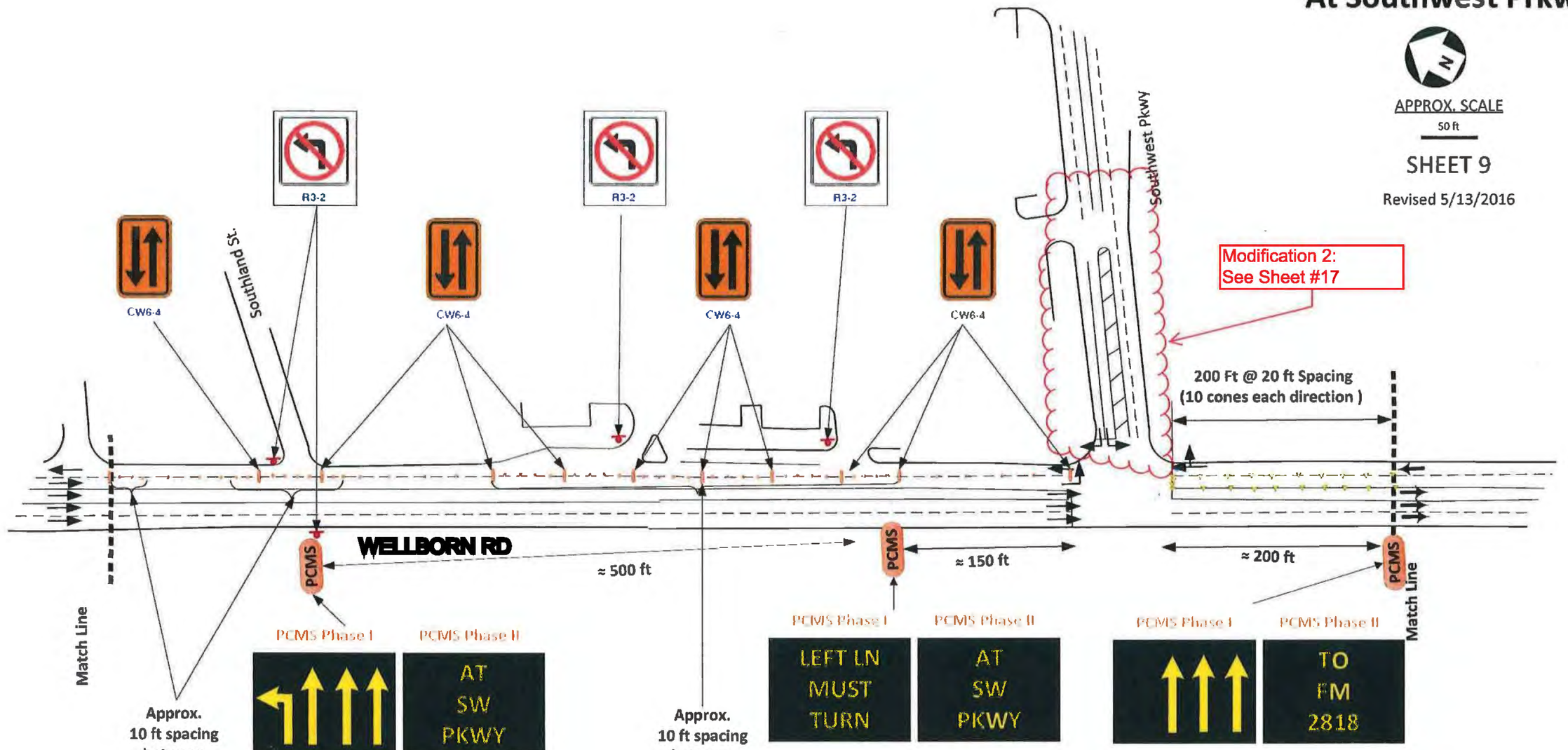
The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

WELLBORN RD.
At Southwest Prkwy

APPROX. SCALE
50 ft

SHEET 9

Revised 5/13/2016



Approx. 10 ft spacing between devices

(PCMS to be installed by City of College Station forces)

Approx. 10 ft spacing between devices

(PCMS to be installed by City of College Station forces)

(PCMS to be installed by City of College Station forces)

Typical Spacing between VPs and OTLDs

The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

LEGEND

DEVICE		QNTY
●	Vertical Panels (VPs) or 42 in "Grabber" Cone	46
▲	42in "Grabber" Cone	22
	Opposing Traffic Lane Dividers (OTLDs)	10
PCMS	Portable Changeable Message Signs (PCMS)	3
	Static sign (on temporary support)	4
	Type III Portable Barricade	-

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

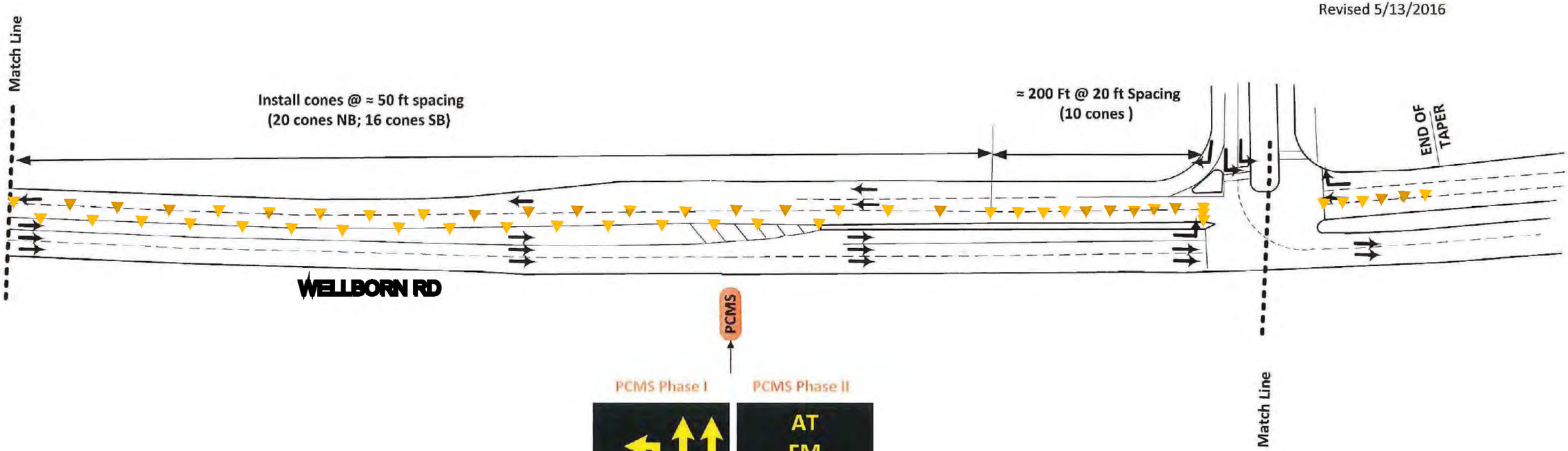
RANDELL J. SMITH, PE 8.22.2023

WELLBORN RD.
North of FM 2818

APPROX. SCALE
50 ft

SHEET 10

Revised 5/13/2016



(PCMS to be installed by City of College Station forces)

Typical Spacing between VPs and OTLDs

The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE		QNTY
●	Vertical Panels (VPs) or 42in "Grabber" Cones	-
▲	42in "Grabber" Cone	52
▬	Opposing Traffic Lane Dividers (OTLDs)	-
PCMS	Portable Changeable Message Signs (PCMS)	1
	Static sign (on temporary support)	-
	Type I Portable Barricade	-

WELLBORN RD.
South of FM 2818

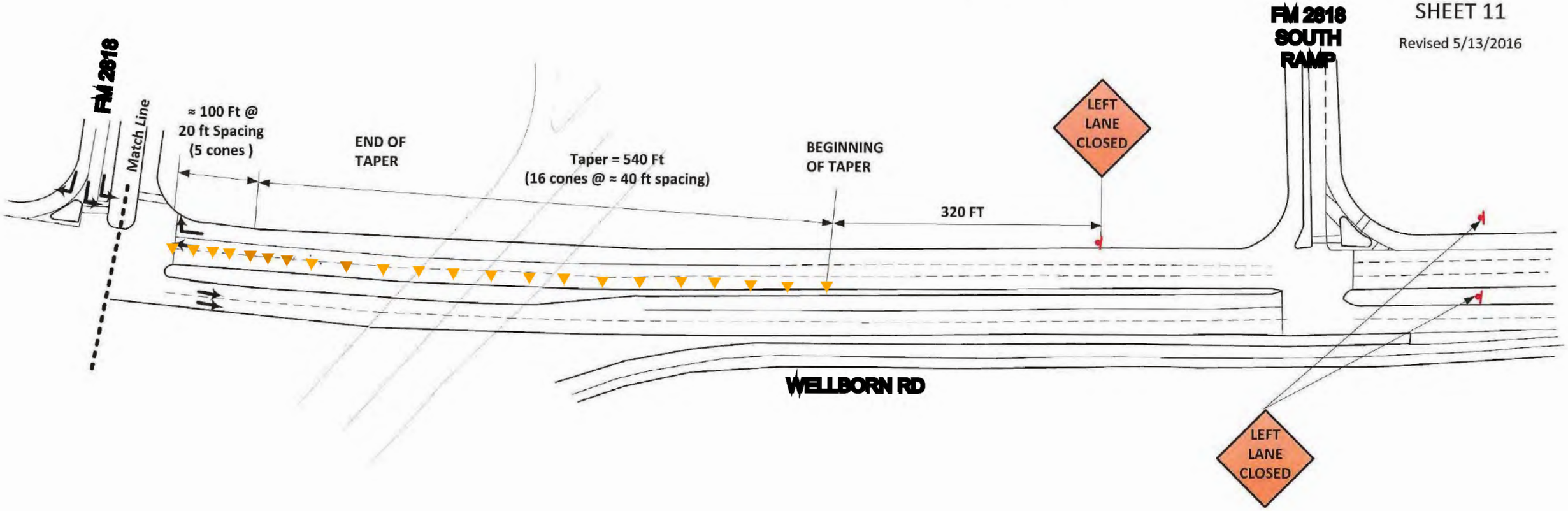
STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

APPROX. SCALE
50 ft

SHEET 11

Revised 5/13/2016



Typical Spacing between VPs and OTLDs

The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE		QNTY
●	Vertical Panels (VPs) or 42in "Grabber Cones"	-
▲	42in "Grabber" Cone	22
▬	Opposing Traffic Lane Dividers (OTLDs)	-
PCMS	Portable Changeable Message Signs (PCMS)	-
	Static sign (on temporary support)	3
	Type I Portable Barricade	-

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

Game Day Traffic Control

George Bush Drive, Olson & Marion Pugh

Legend/Supply Totals

- 63 x Cones
- 1 x Opposite Traffic Lane Dividers
- 1 x Double Right Turn w/ Support

Sheet 12

- 1 x No Right Turn w/ support

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

NOTE: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.

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

Game Day Traffic Control
George Bush Drive
And Penberthy Drive

Legend/Supply Totals

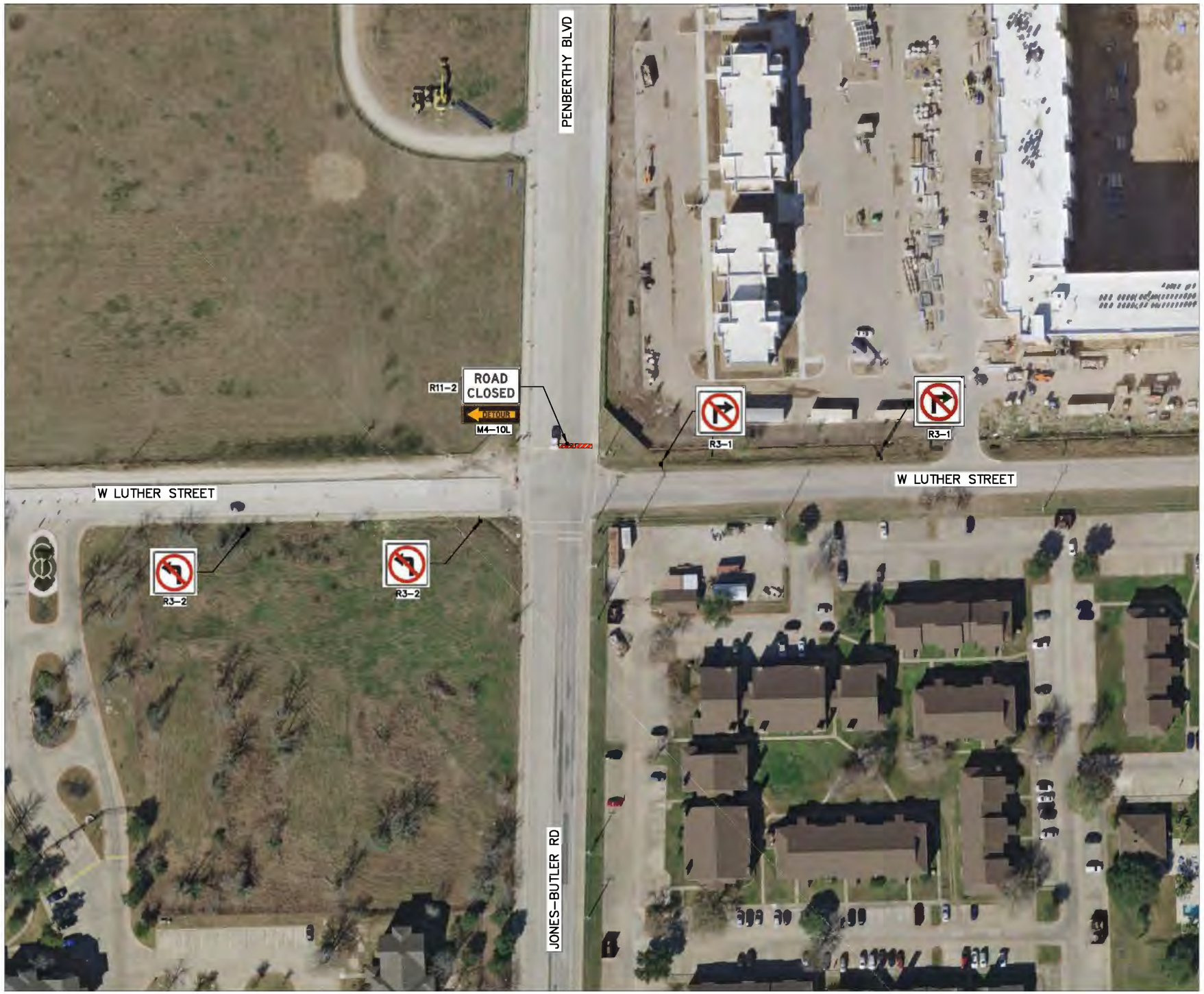
- **36 x Grabber Cones**
- **29 x Cones**
- **2 x No Left Turn Sign w/ Temporary Support**
- **13 x Type 3 Barricades**

Sheet 13

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

Note: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 0 X 42" GRABBER CONE
- 2 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

- 2 X R3-2
- 2 X R3-1
- 1 X ROAD CLOSED R11-2
- 1 X DETOUR M4-10L

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

LUTHER STREET &
PENBERTHY BLVD

SHEET NO.
14

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

Game Day Traffic Control
George Bush Drive
And Barbara Bush Drive

Legend/Supply Totals

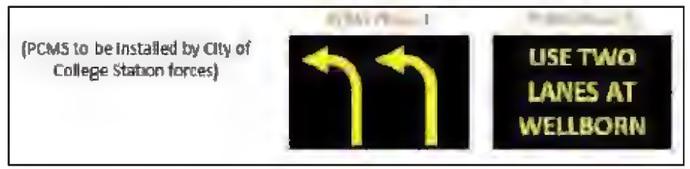
- 36 x Grabber Cones
- 8 x Cones
- 1 x No Left Turn Sign w/ Temporary Support
- 1 x Type 3 Barricade

Sheet 15

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

Note: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.



PCMS

BUSES ONLY

No Cone Placed Here.
40' Opening for Buses
and Over-sized vehicles

38 Cones(2 rows of 16) @ 25 ft Spacing

6 Cones (3 each side of Driveway) @ even spacing. Leave room for thru Buses.

BUSES ONLY

3 Cones @ 4 ft Spacing

140 ft Taper
2 rows(13 Cones Total)
@ 20 ft spacing

MONTCLAIR AVE

GEORGE BUSH DR (FM 2347)

FM 2154 (WELLBORN RD)

HIGHLANDS ST

See Sheet 5 For Additional Detail

LEGEND:

67 X	●	42" GRABBER CONE
0 X	▰	TYPE III BARRICADE
1 X	Ⓜ	PORTABLE CHANGEABLE MESSAGE SIGN
0 X	★	OFFICER
0 X		CITY TRUCK
	▶	SIGN WITH TEMPORARY SUPPORT

1 X R3–1

2 X BUSES ONLY R3–11

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

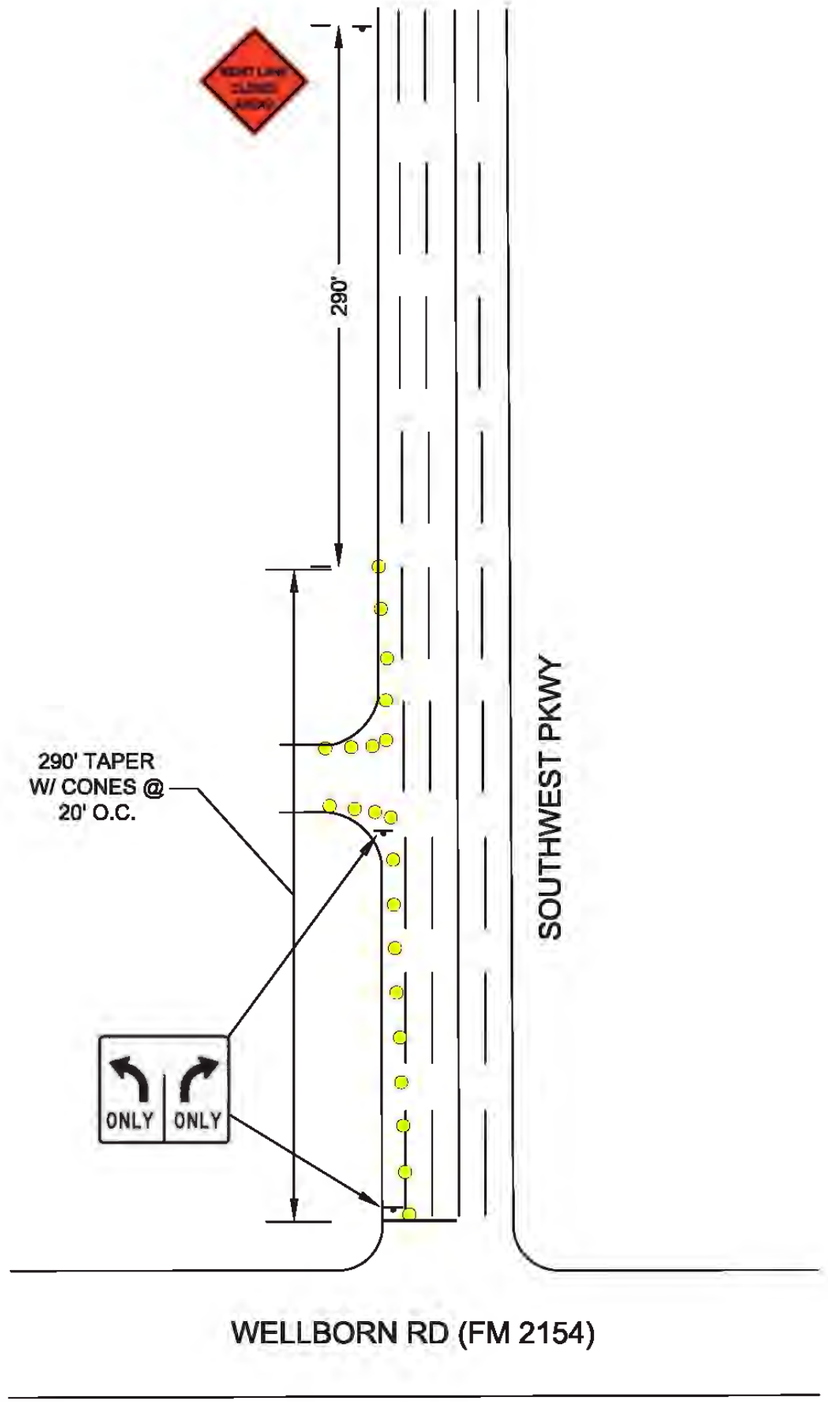
RANDELL J. SMITH, PE 8.22.2023

CITY OF COLLEGE STATION
Home of Texas A&M University

SCALE: NOT TO SCALE

WELLBORN ROAD AT
GEORGE BUSH DR
MODIFICATION

SHEET NO.
16



LEGEND:

- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 21 X — 42" GRABBER CONE
- 0 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

1 X — CW-20

2 X — R3-8 (ONLY | ONLY)

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

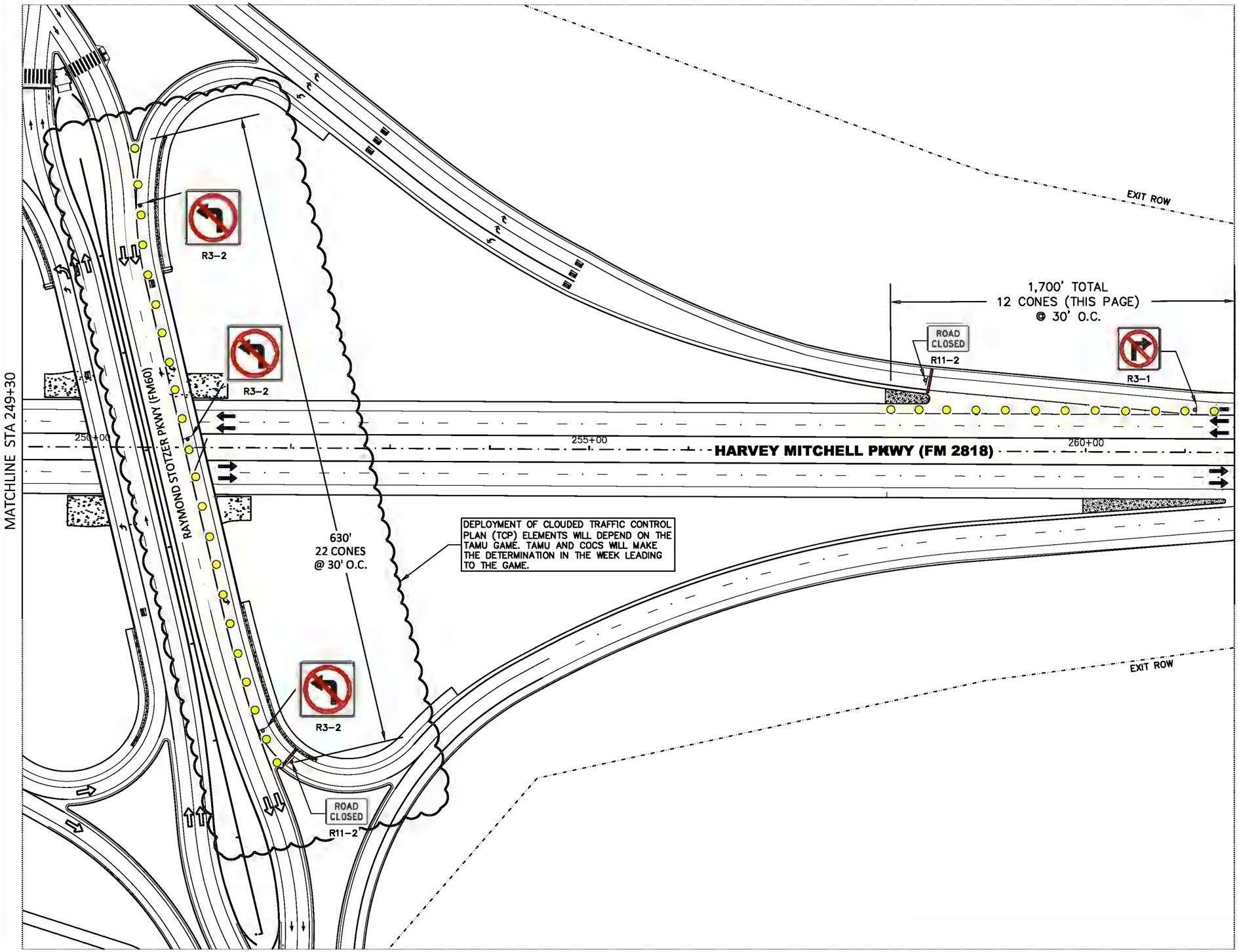
RANDELL J. SMITH, PE 8.22.2023

CITY OF COLLEGE STATION
Home of Texas A&M University

SCALE: NOT TO SCALE

WELLBORN RD AT
SOUTHWEST PARKWAY
MODIFICATION

SHEET NO.
17



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 34 X — 42" GRABBER CONE
- 6 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 3 X — R3-2
- 1 X — R3-1
- 2 X — ROAD CLOSED — R11-2

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION
Home of Texas A&M University

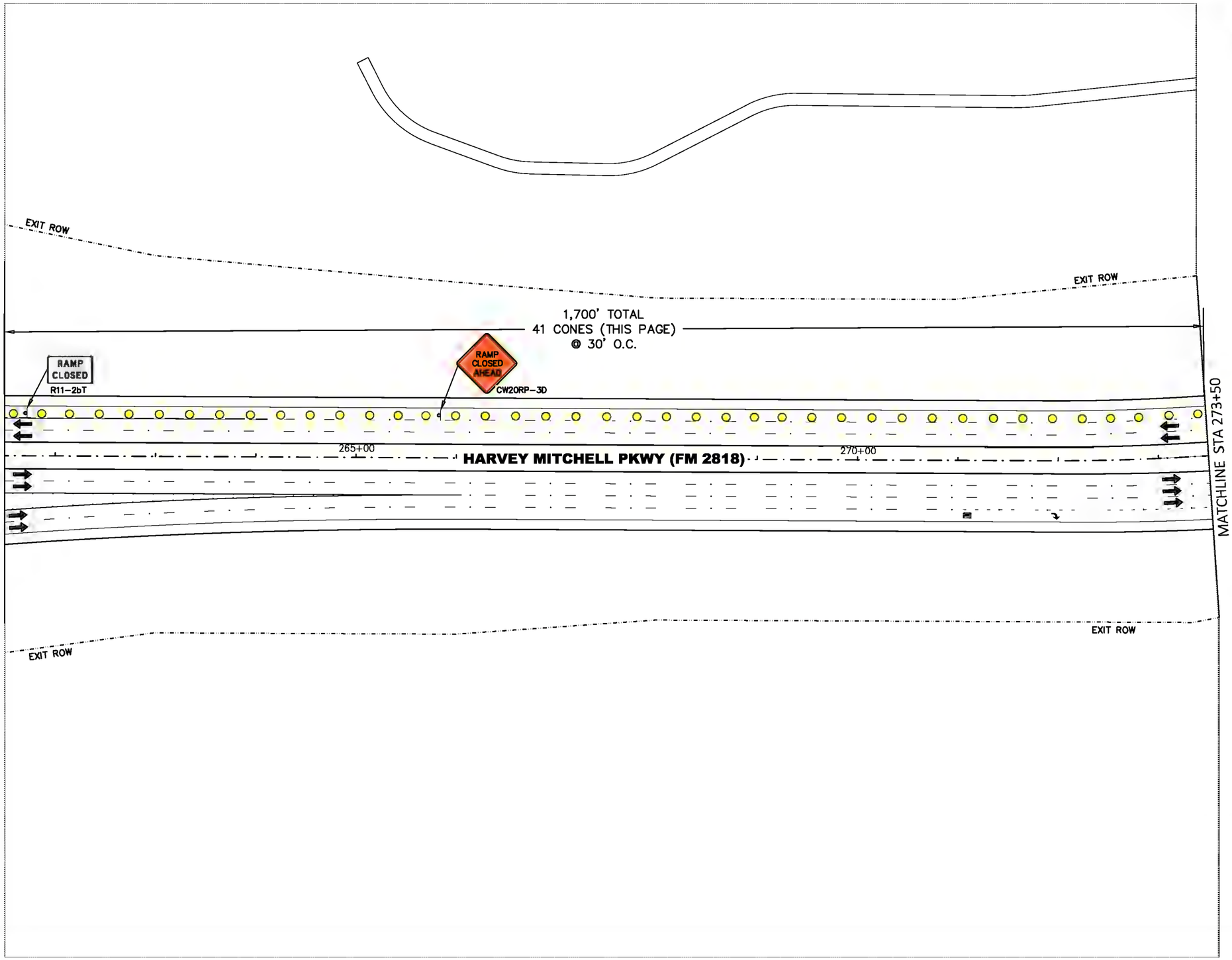
0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

RAYMOND STOTZER PKWY & FM 2818

TO STA 261+50

SHEET NO.
18



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 41 X — 42" GRABBER CONE
- 0 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 1 X — RAMP CLOSED — R11-2bT
- 1 X — RAMP CLOSED AHEAD — CW20RP-3D

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

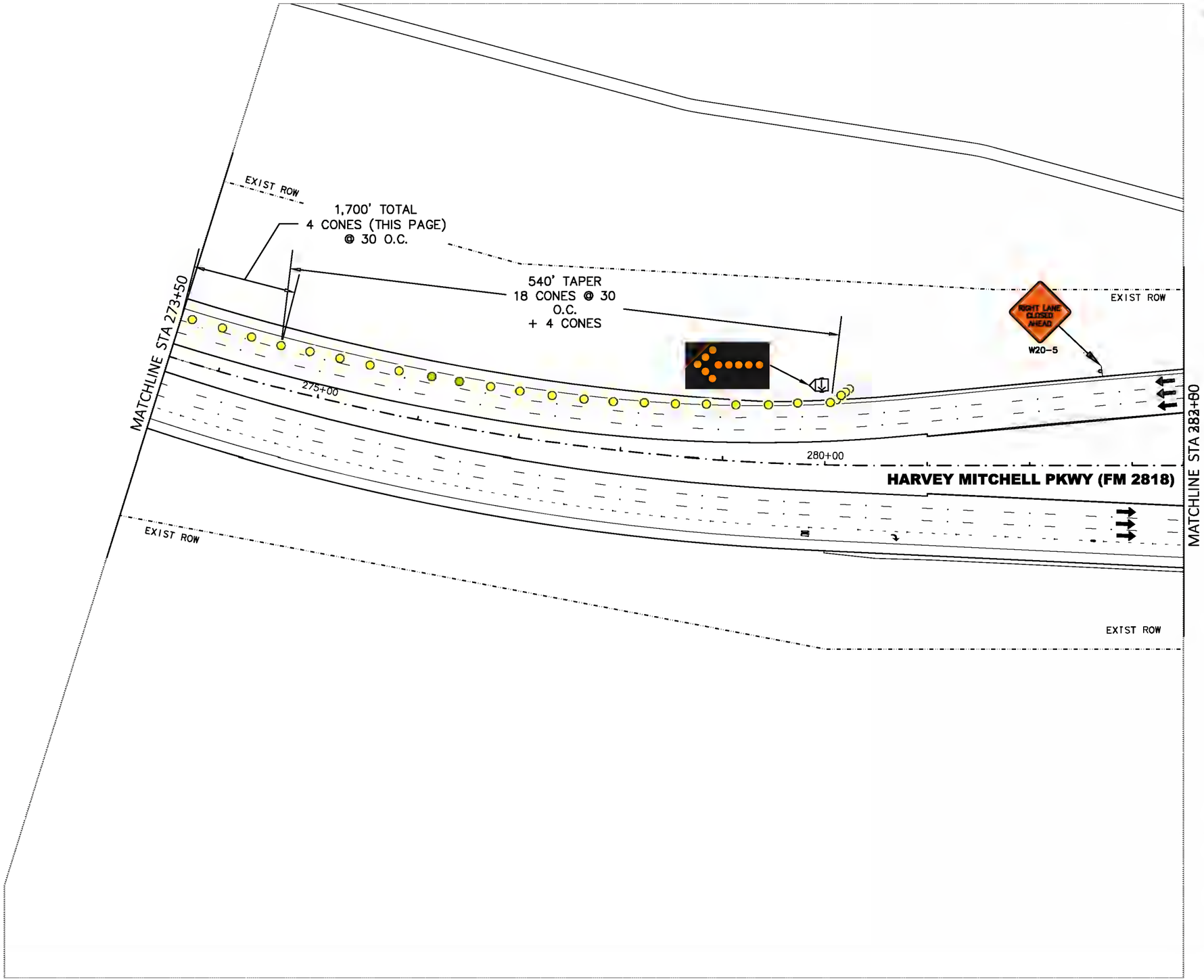
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

STA 261+50 TO STA 273+50

SHEET NO.
19



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 26 X — 42" GRABBER CONE
- 0 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 1 X — ARROW BOARD
- 1 X — RIGHT LANE CLOSED AHEAD — W20-5

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

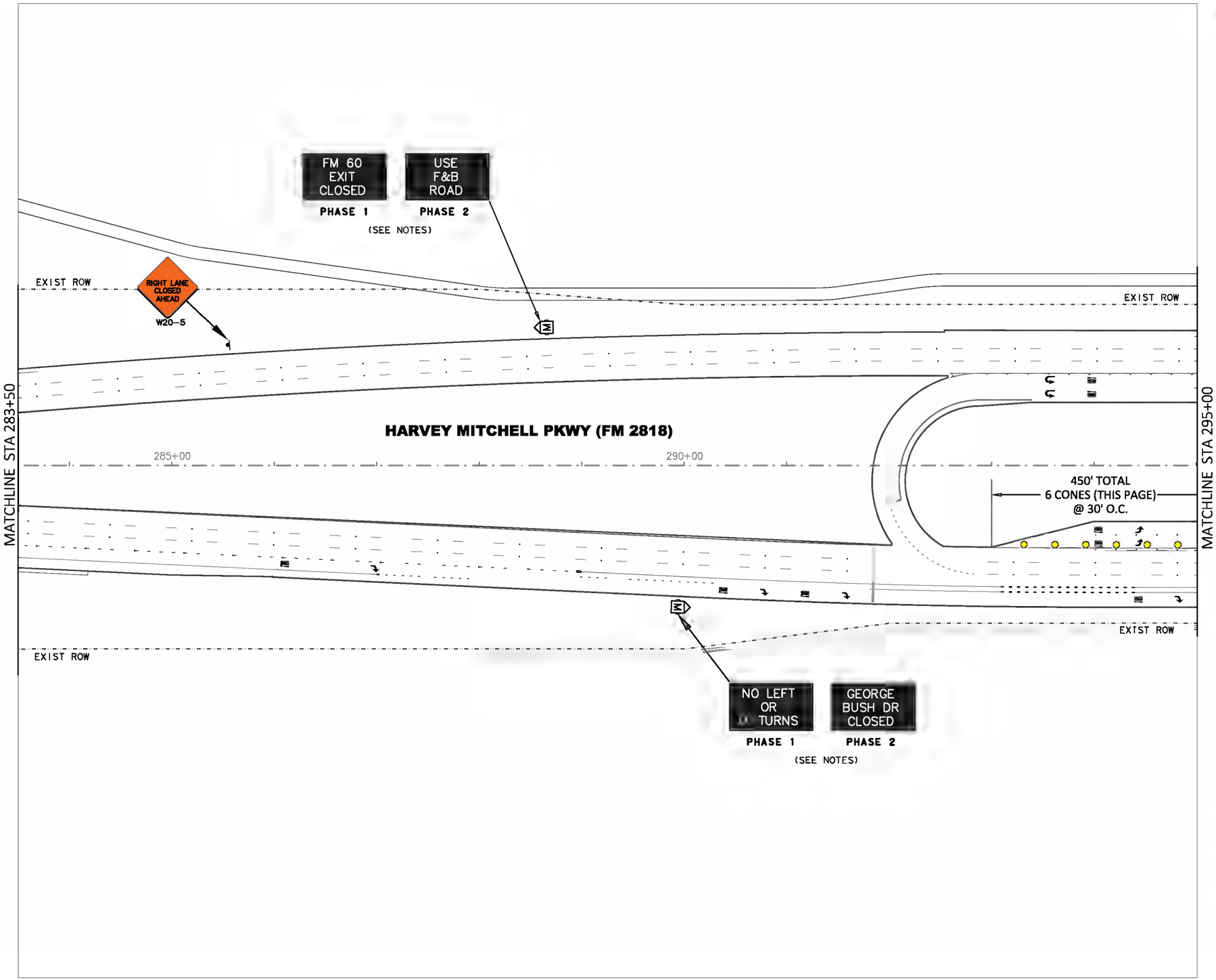
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

STA 273+50 TO STA 283+50

SHEET NO.
20



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 6 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 2 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

1 X RIGHT LANE CLOSED AHEAD W20-5

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION
Home of Texas A&M University

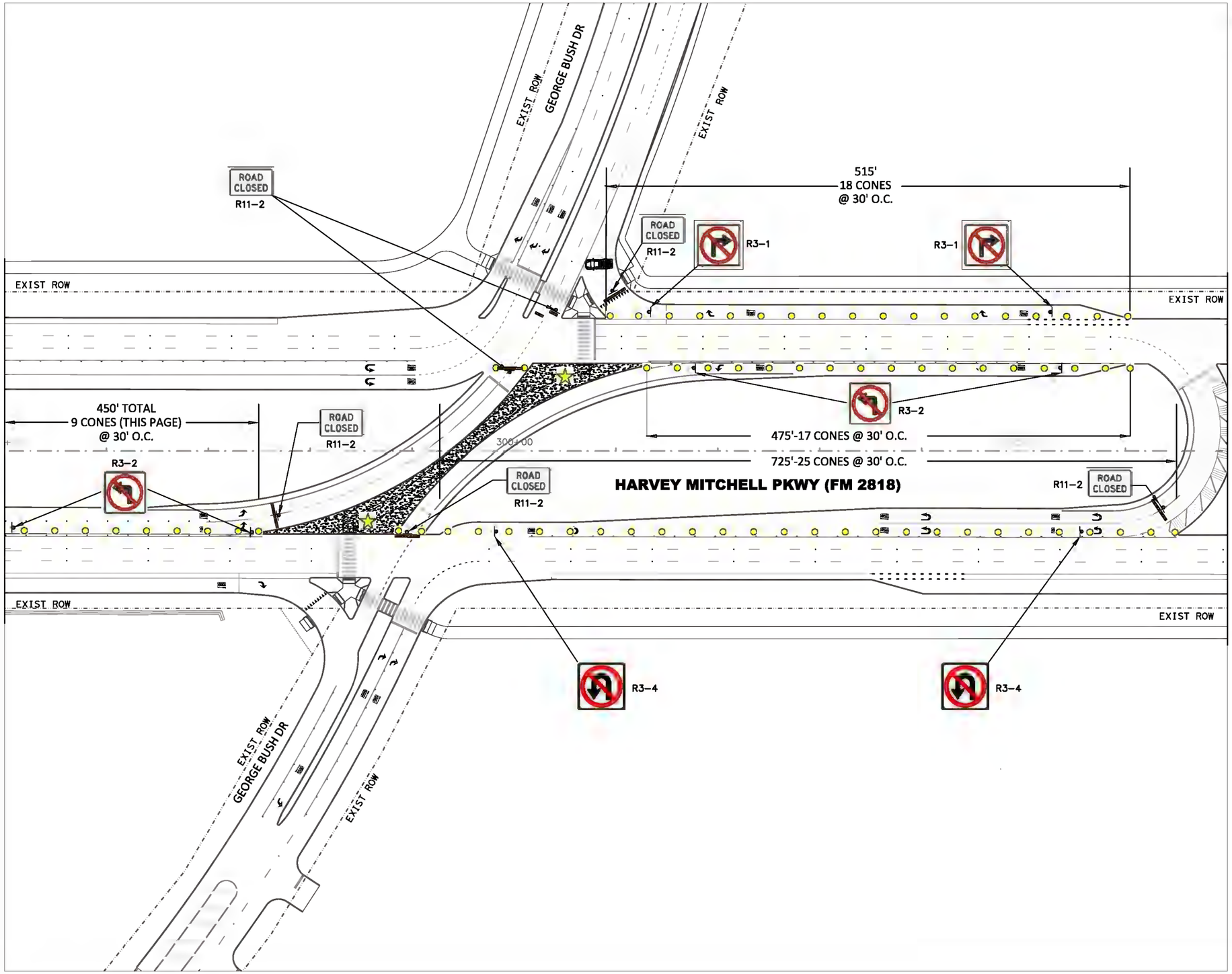
0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025

TRAFFIC CONTROL PLAN

STA 283+50 TO STA 295+00

SHEET NO.
21



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 73 X 42" GRABBER CONE
- 17 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 2 X OFFICER
- 1 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 2 x R3–1
- 4 x R3–2
- 6 x ROAD CLOSED R11–2
- 2 x R3–4

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION
Home of Texas A&M University

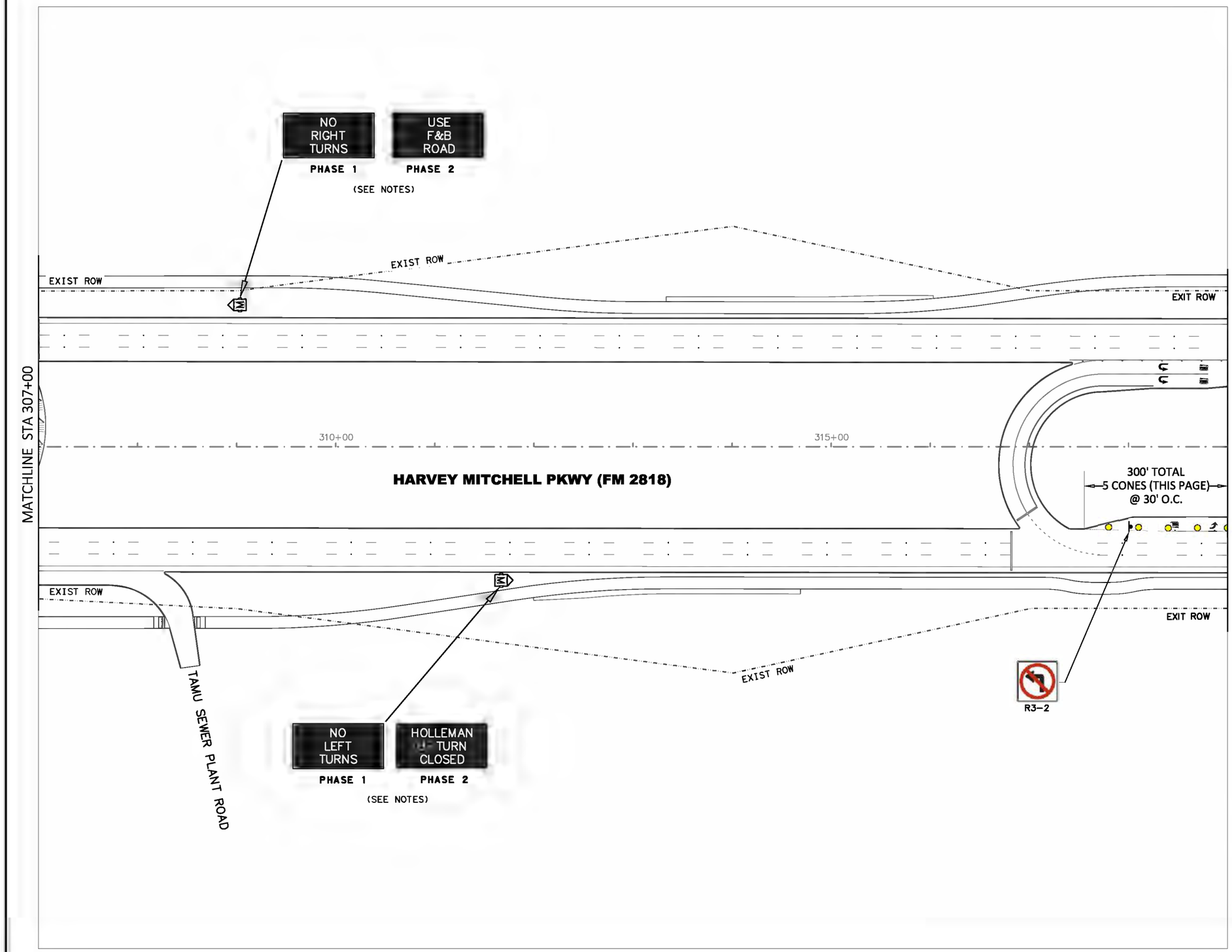
0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

STA 295+00 TO STA 307+00

(GEORGE BUSH DR & FM 2818)

SHEET NO.
22



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 5 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 2 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

1 X R3-2

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

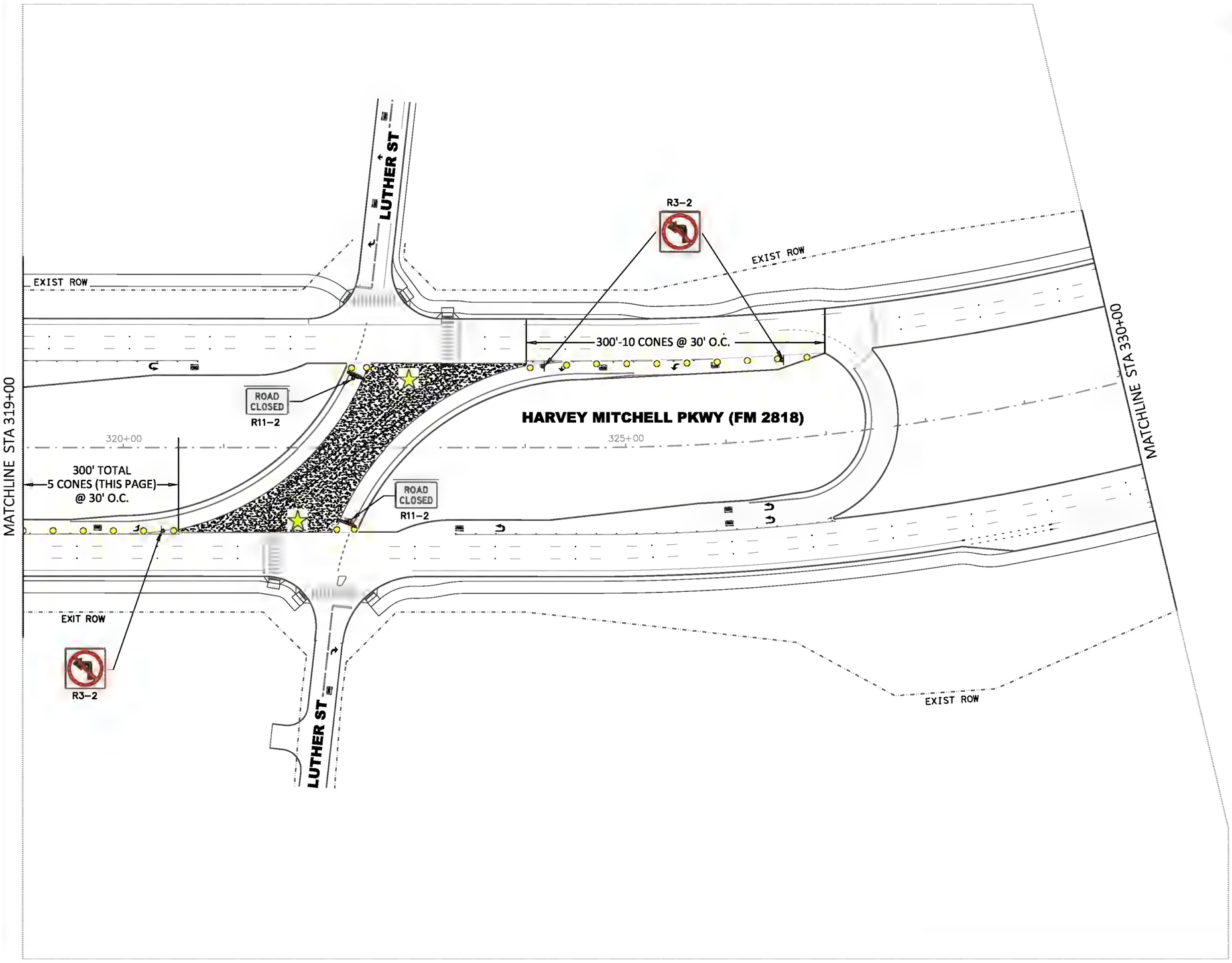
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

TRAFFIC CONTROL PLAN

STA 307+00 TO STA 319+00

SHEET NO.
23



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 19 X 42" GRABBER CONE
- 4 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 2 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 2 x ROAD CLOSED R11-2
- 3 X R3-2

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

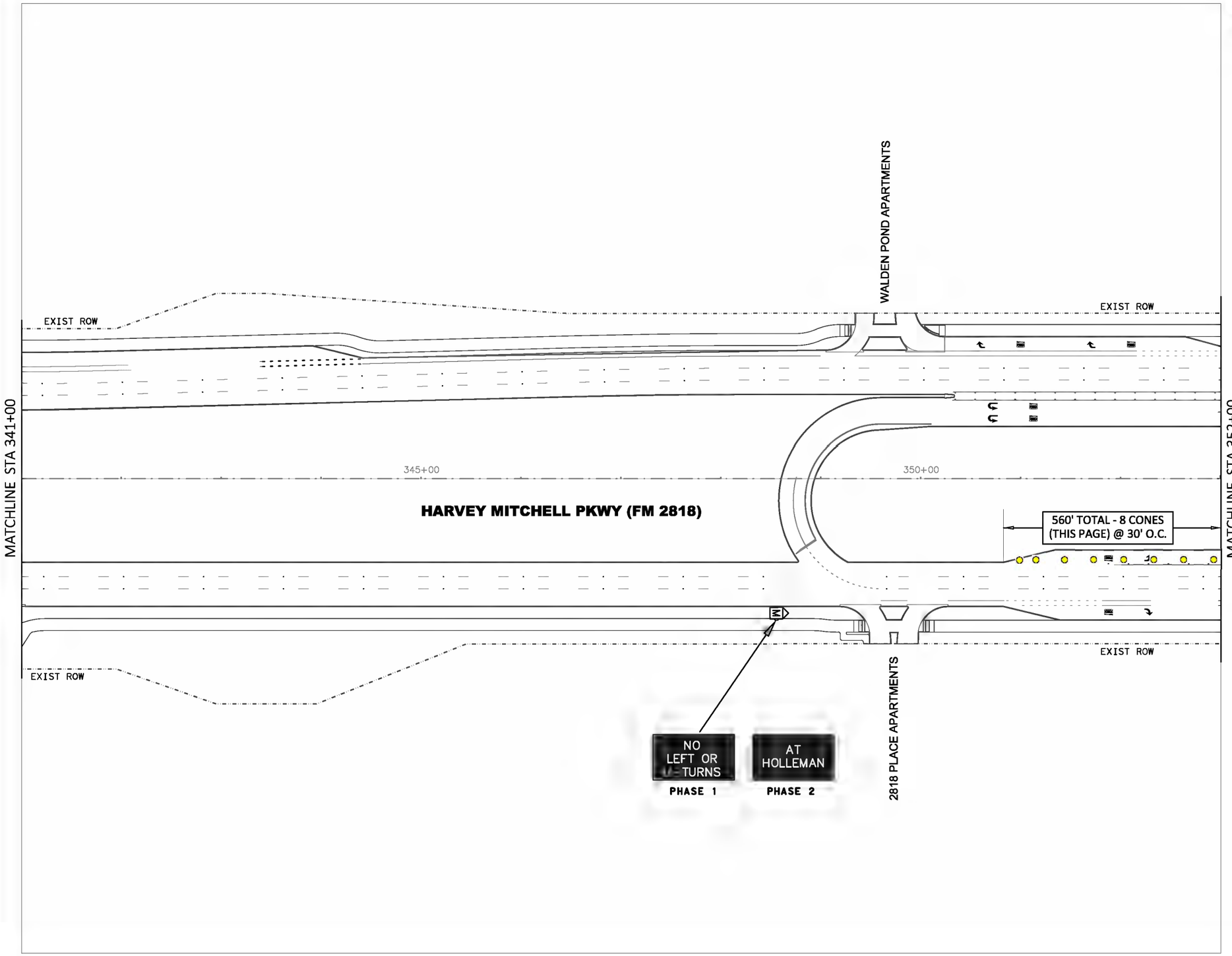
STA 319+00 TO STA 330+00

(LUTHER ST & FM 2818)

SHEET NO.
24

LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 8 X — 42" GRABBER CONE
- 0 X — TYPE III BARRICADE
- 1 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT



NOTES:

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PROFESSIONAL ENGINEER

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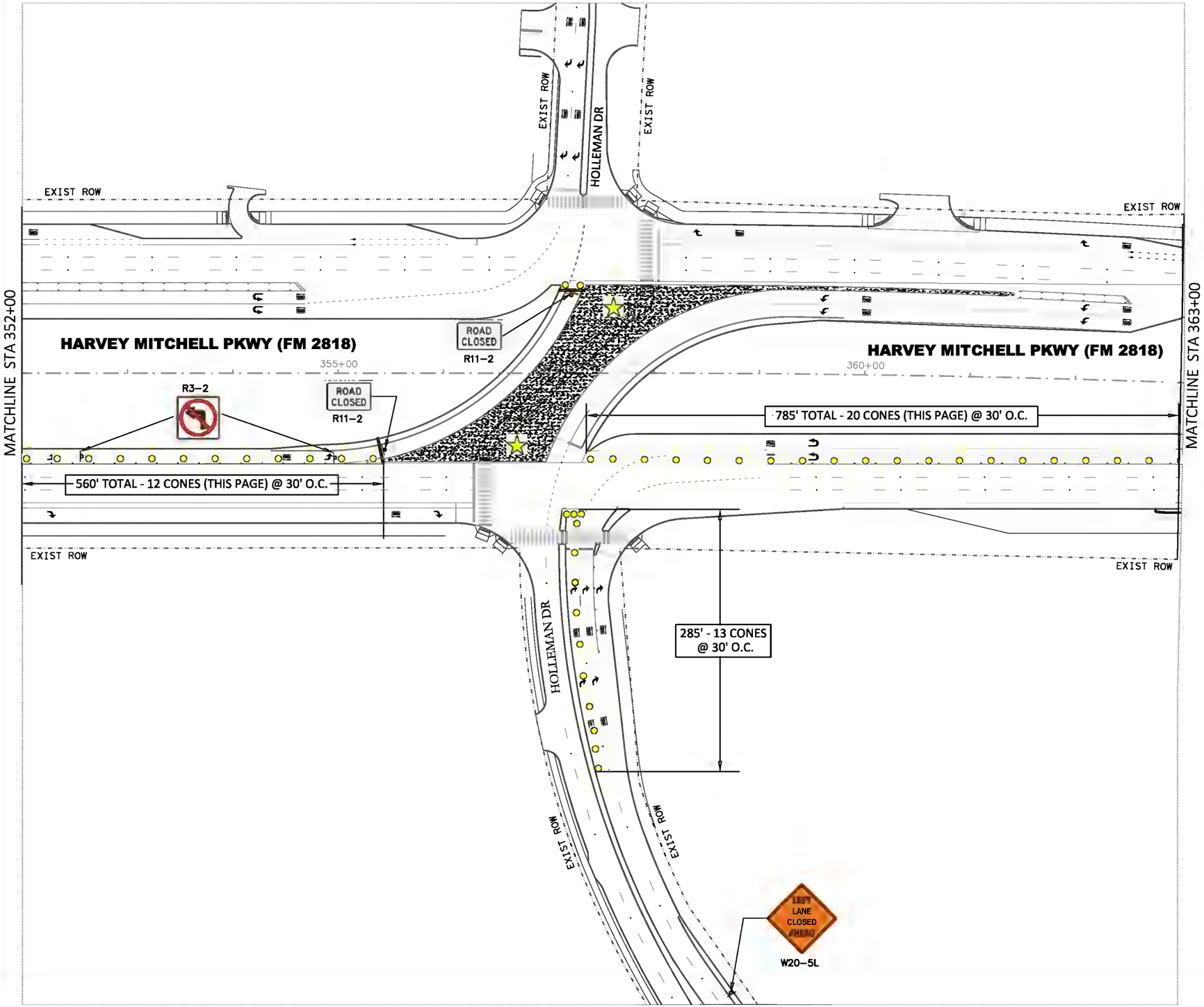
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

TRAFFIC CONTROL PLAN

STA 341+00 TO STA 352+00

SHEET NO.
25



LEGEND:

	RAISED MEDIAN
	OPEN LANES
	CLOSED LANES
	A&M TRANSIT AND VIP ONLY
49 X	42" GRABBER CONE
6 X	TYPE III BARRICADE
0 X	PORTABLE CHANGEABLE MESSAGE SIGN
2 X	OFFICER
0 X	CITY TRUCK
	SIGN WITH TEMPORARY SUPPORT
1 X	LEFT LANE CLOSED AHEAD — W20–5L
2 X	ROAD CLOSED — R11–2

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

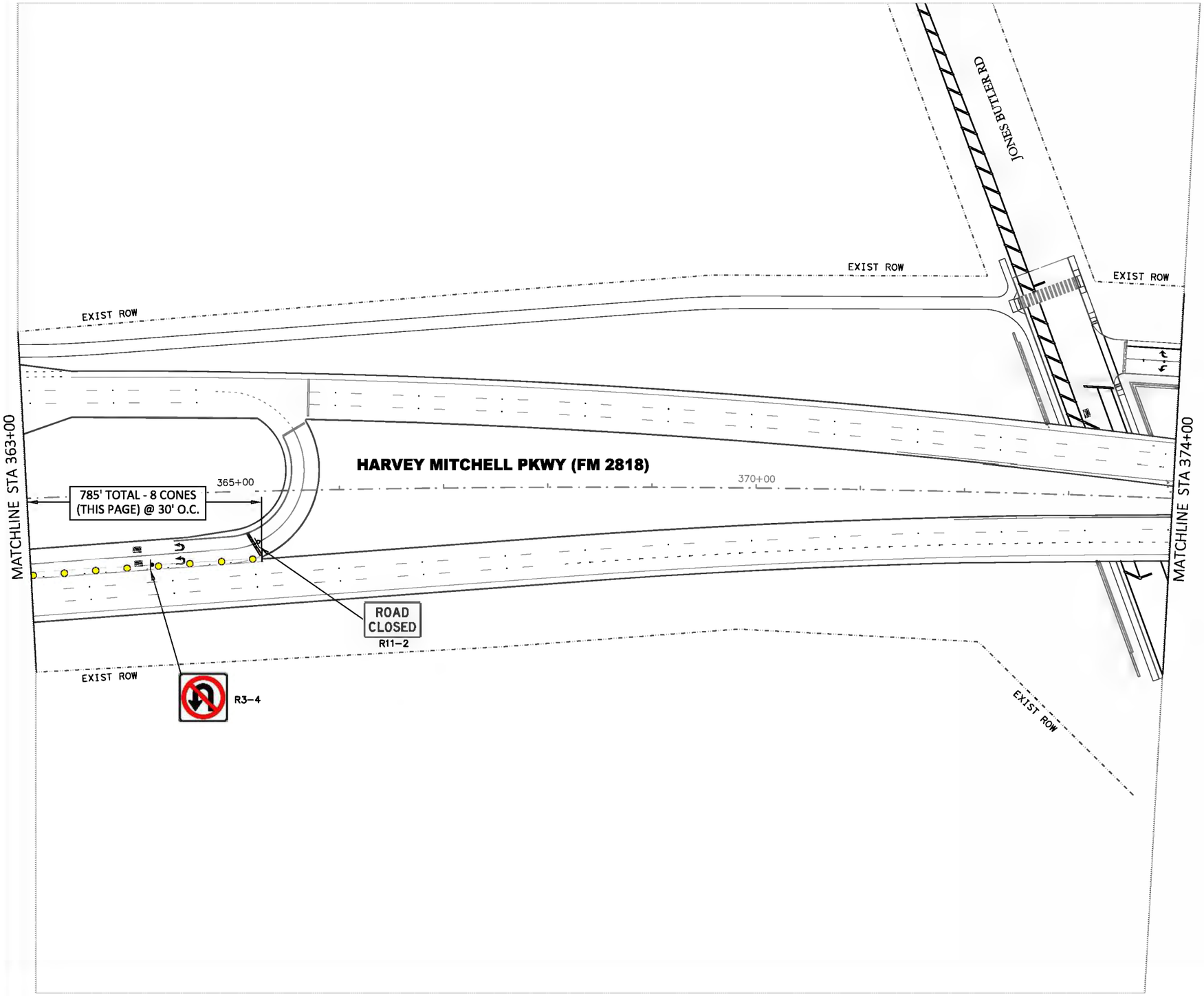
RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN
STA 352+00 TO STA 363+00
(HOLLEMAN DR & FM 2818)

SHEET NO.
26



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 8 X 42" GRABBER CONE
- 3 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 1 X ROAD CLOSED R11-2
- 1 X R3-4

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
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3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

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RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN
STA 363+00 TO STA 374+00
(JONES BUTLER RD & FM 2818)

SHEET NO.
27

MESSAGE BOARD LOCATION
-NTS-

MESSAGE BOARD				
NUMBER	TEXT	APPROX. LOCATION	TRAVEL DIRECTION	SHEET
34	NO RIGHT TURNS USE F&B RD	HARVEY MITCHELL PKWY AT TAMU SEWER PLANT RD	NORTHWEST	SHEET 23
37	FM 60 EXIT CLOSED USE F& B RD	HARVEY MITCHELL PKWY 200FT NORTHWEST OF GEORGE BUSH DR U-TURN LANE	NORTHWEST	SHEET 21
66	USE TWO LANES AT WELLBORN ←←	GEORGE BUSH DR AT MONTCLAIR AVENUE	SOUTHWEST	SHEET 16 & SHEET 5
68	NO LEFT TURN AT HOLLEMAN ↑↑↑↑	WELLBORN RD AT LONNIE LANE	SOUTHEAST	SHEET 7
69	AT SW PKWY ←↑↑↑	WELLBORN RD AT SOUTHLAND STREET	SOUTHEAST	SHEET 9
70	TO FM 2818 ↑↑↑	WELLBORN RD 250FT SOUTHEST OF SOUTHWEST PKWY	SOUTHEAST	SHEET 9
71	←↑↑ AT FM 2818	WELLBORN RD 250FT NORTHWEST OF HARVEY MITCHELL PKWY NORTH INTERCHANGE	SOUTHEAST	SHEET 10
72	NO LEFT OR U-TURNS GEORGE BUSH DR CLOSED	HARVEY MITCHELL PKWY 100FT NORTHWEST OF GEORGE BUSH DR U-TURN LANE	SOUTHEAST	SHEET 21
73	NO LEFT TURNS HOLLEMAN U-TURN CLOSED	HARVEY MITCHELL PKWY 300FT SOUTHEAST OF TAMU SEWER PLANT RD	SOUTHEAST	SHEET 23
74	LEFT LN MUST TURN AT SW PKWY	WELLBORN RD NORTH OF SOUTHWEST PKWY	SOUTHEAST	SHEET 9
75	NO TURNS AT G BUSH KEEP RIGHT	WELLBORN RD APPROX. 330 FT NORTH OF GEORGE BUSH DR WEST	SOUTHEAST	SHEET 5
77	NO LEFT OR U-TURNS AT HOLLEMAN	HARVEY MITCHELL PKWY AT THE HOLLEMAN DR U-TURN LANE	EAST	SHEET 25
84	USE FOUR LANES ↑↑↑↑	WELLBORN RD APPROX. 400 FT SOUTH OF GEORGE BUSH DR WEST	SOUTHEAST	SHEET 6

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION
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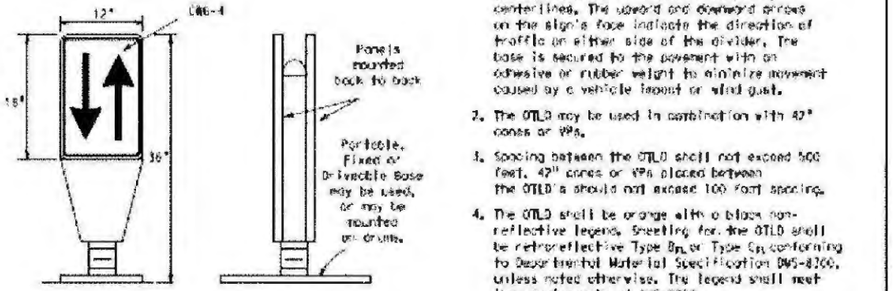
Not To Scale

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

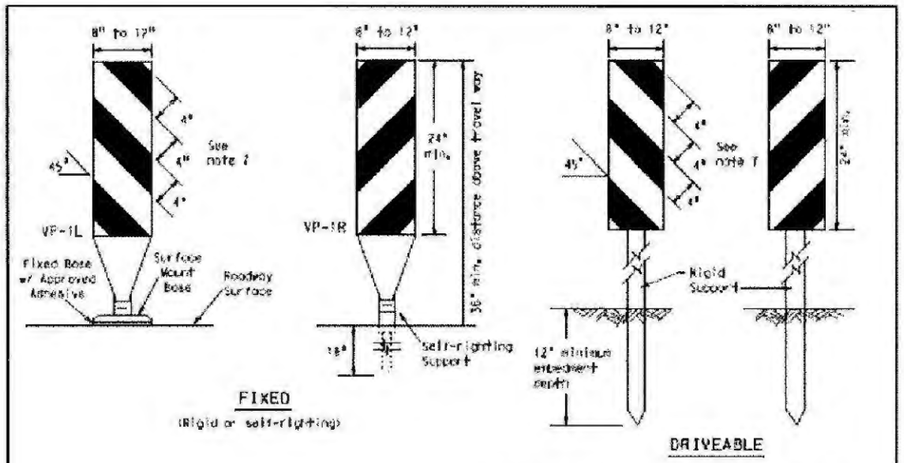
MESSAGE BOARDS
&
ITINERARY

SHEET NO.
28



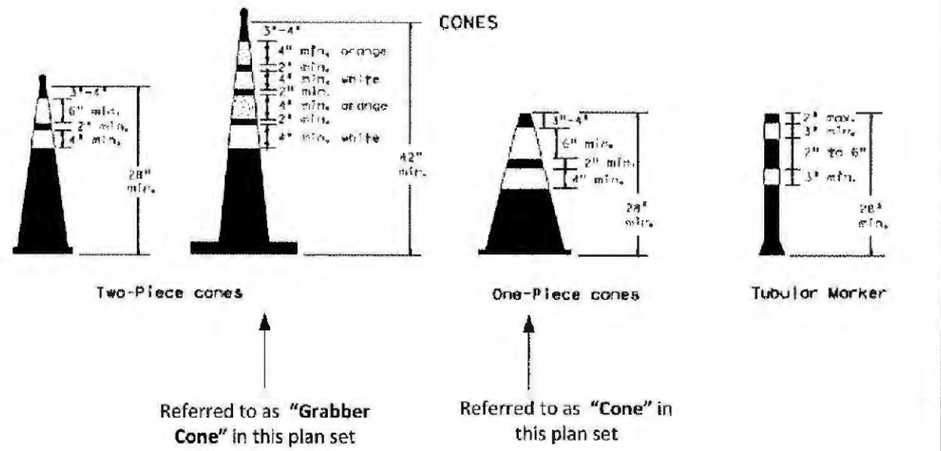
1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used as temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_R or Type C_R conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward towards the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 16 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



Referred to as **"Grabber Cone"** in this plan set

Referred to as **"Cone"** in this plan set

28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined in BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

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DATE:
FILE:

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS				
4-03 5-10	DIST	COUNTY		SHEET NO.
9-07 7-13				

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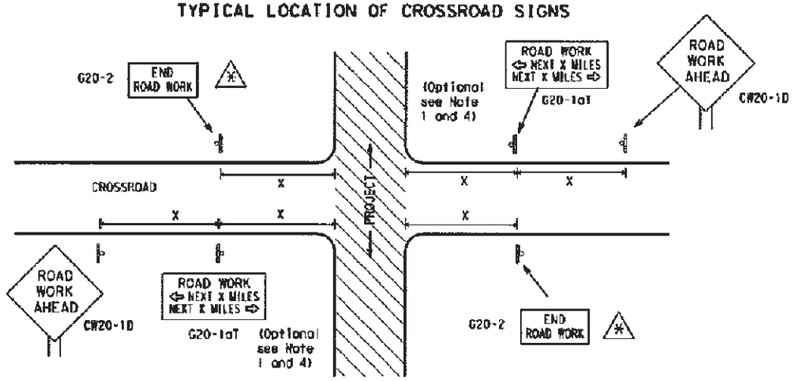
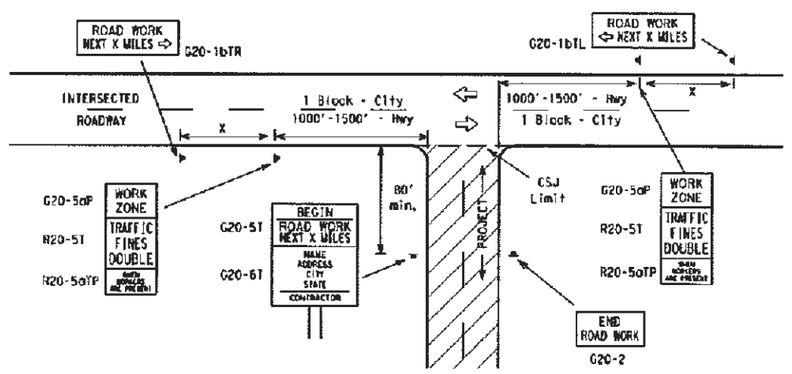
TYPICAL LOCATION OF CROSSROAD SIGNS



* May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING [4,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4], CW21, CW22, CW23, CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" Δ
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

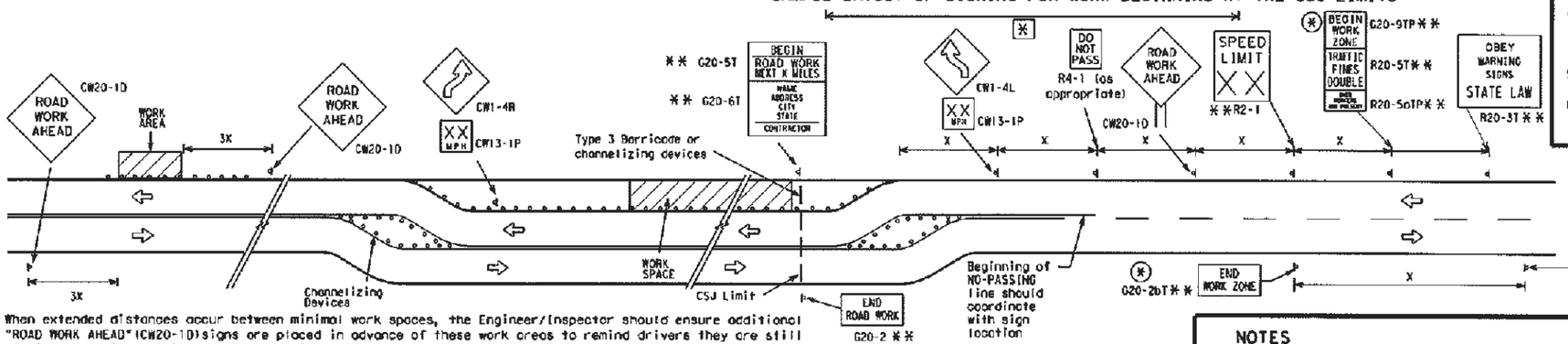
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

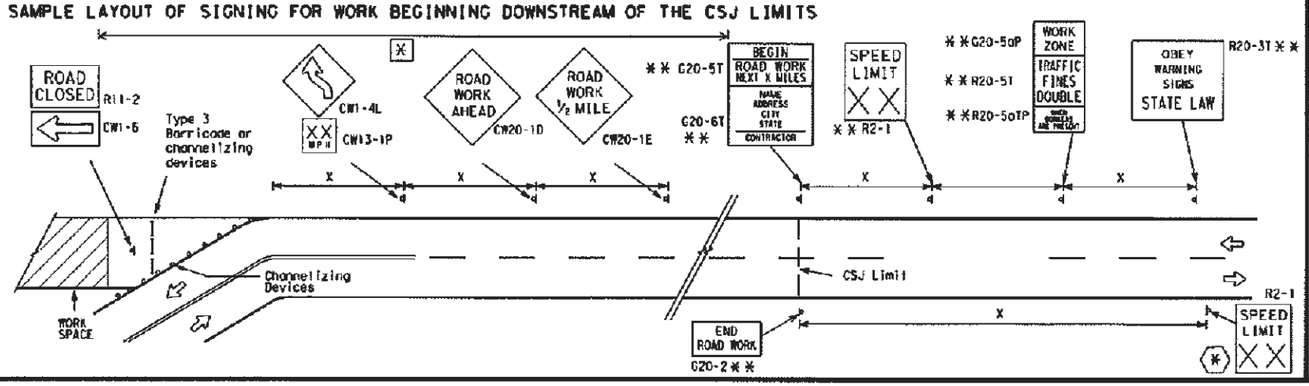
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(*) The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

[*] Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.

(*) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⊢	Type 3 Barricade
○ ○ ○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07	DIST	COUNTY		SHEET NO.
7-13				

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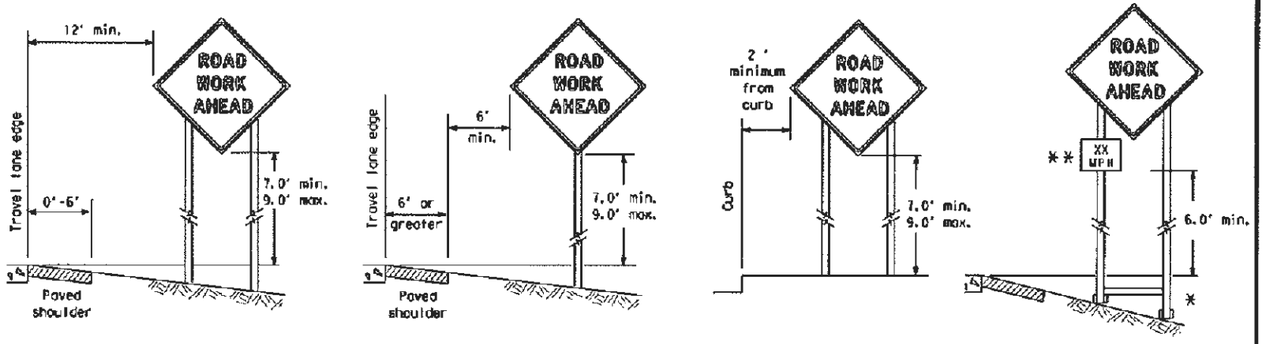
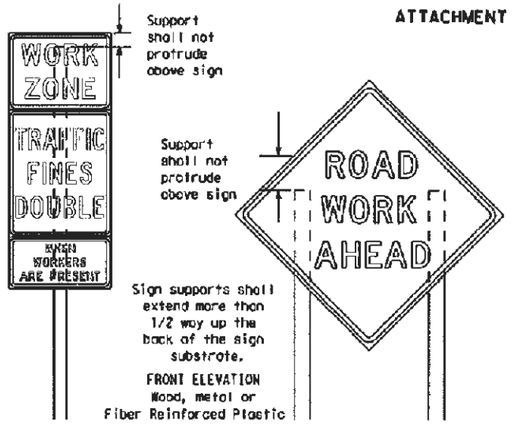
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

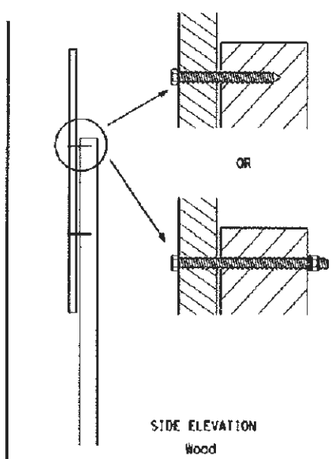


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





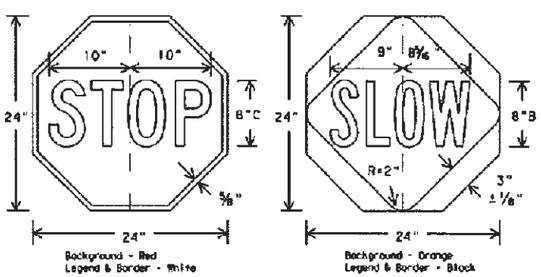
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-13

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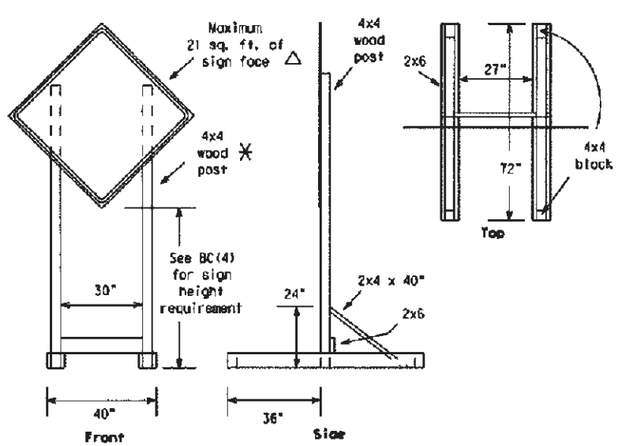
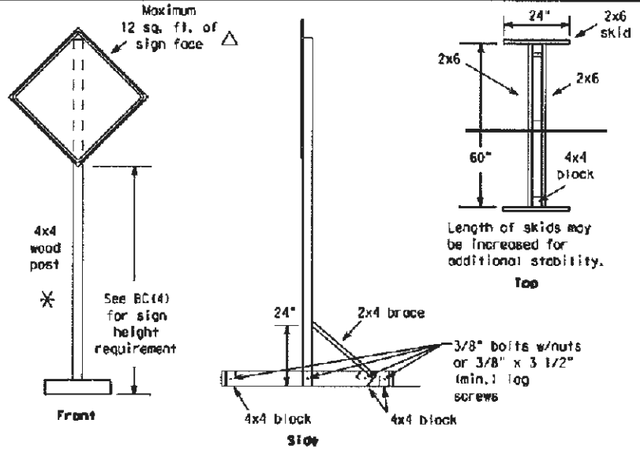
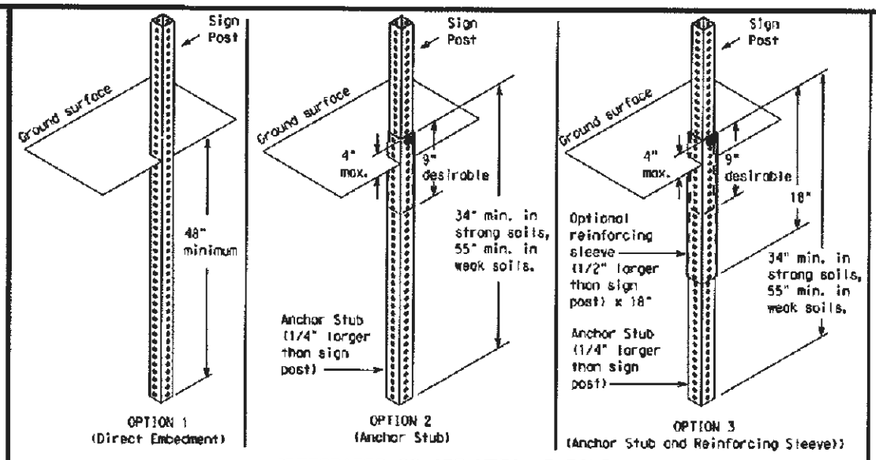




SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

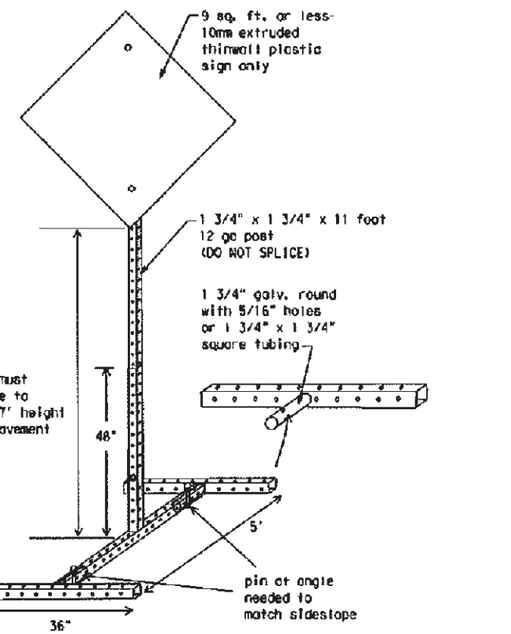


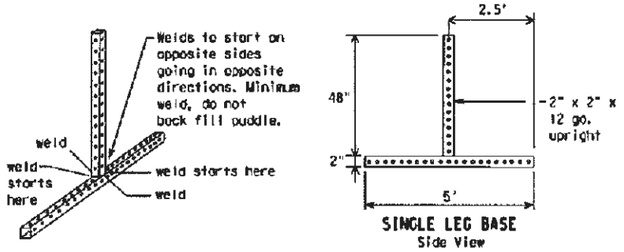
PERFORATED SQUARE METAL TUBING

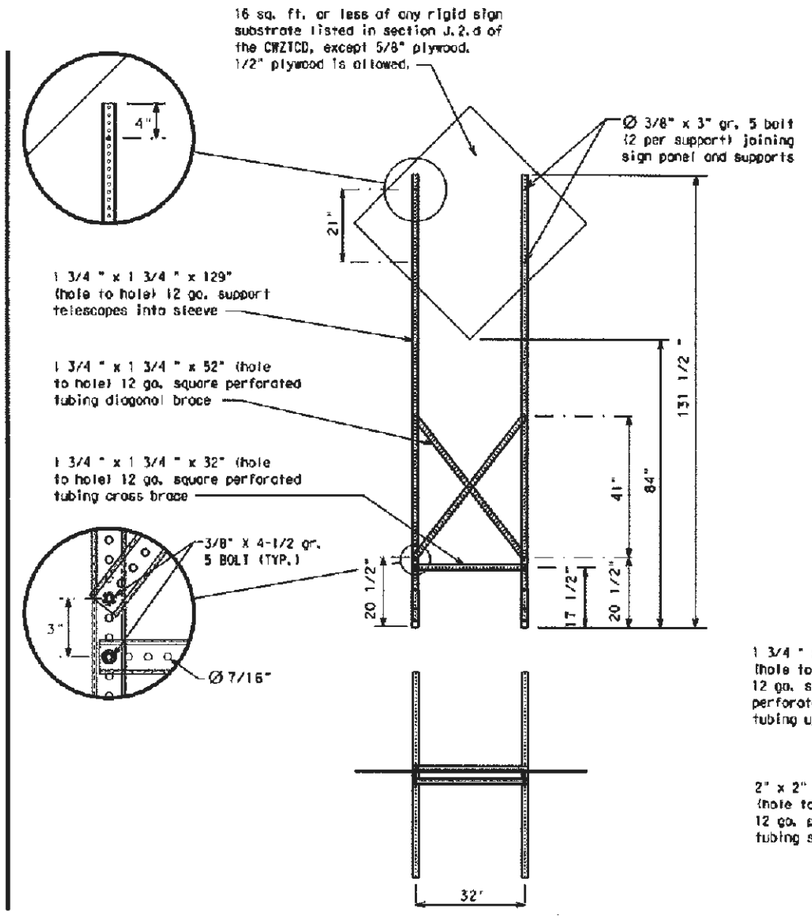
WING CHANNEL
Lap-splice/base bolted anchor

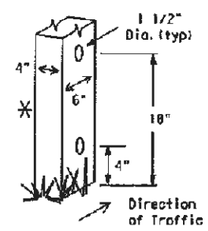
GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.



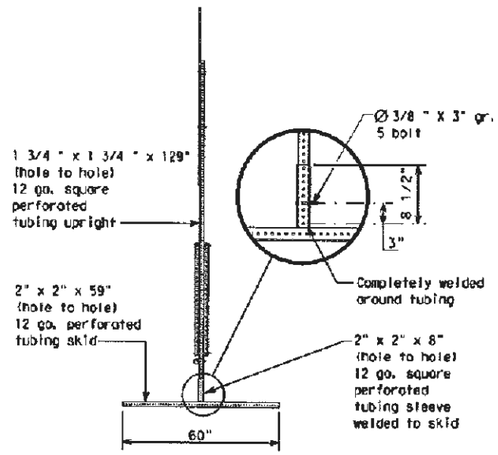






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-13

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SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation = IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE	FRONTAGE ROAD CLOSED
ROAD CLOSED AT SH XXX	SHOULDER CLOSED XXX FT
ROAD CLSD AT FM XXXX	RIGHT LN CLOSED XXX FT
RIGHT X LANES CLOSED	RIGHT X LANES OPEN
CENTER LANE CLOSED	DAYTIME LANE CLOSURES
NIGHT LANE CLOSURES	I-XX SOUTH EXIT CLOSED
VARIOUS LANES CLOSED	EXIT XXX CLOSED X MILE
EXIT CLOSED	RIGHT LN TO BE CLOSED
MALL DRIVEWAY CLOSED	X LANES CLOSED TUE - FRI
XXXXXXXX BLVD CLOSED	

Other Condition List

ROADWORK XXX FT	ROAD REPAIRS XXXX FT
FLAGGER XXXX FT	LANE NARROWS XXXX FT
RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
DETOUR X MILE	ROUGH ROAD XXXX FT
ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
BUMP XXXX FT	US XXX EXIT X MILES
TRAFFIC SIGNAL XXXX FT	LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT	FORM X LINES RIGHT
DETOUR NEXT X EXITS	USE XXXXX RD EXIT
USE EXIT XXX	USE EXIT I-XX NORTH
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N
TRUCKS USE US XXX N	WATCH FOR TRUCKS
WATCH FOR TRUCKS	EXPECT DELAYS
EXPECT DELAYS	PREPARE TO STOP
REDUCE SPEED XXX FT	END SHOULDER USE
USE OTHER ROUTES	WATCH FOR WORKERS
STAY IN LANE *	

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXX TO XXXXXXX
US XXX TO FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

** Advance Notice List

TUE-FRI XX AM- X PM
APR XX-XX X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM- XX AM

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-13

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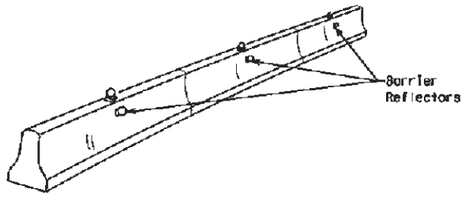
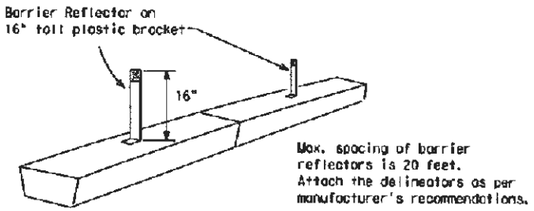
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

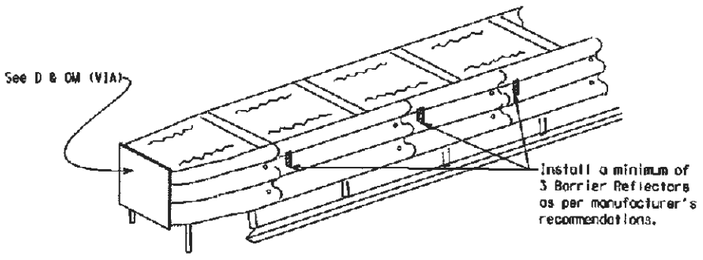


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

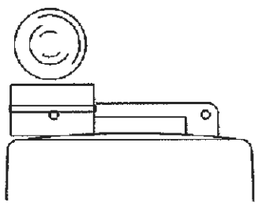


DELINEATION OF END TREATMENTS

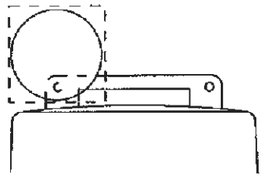
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

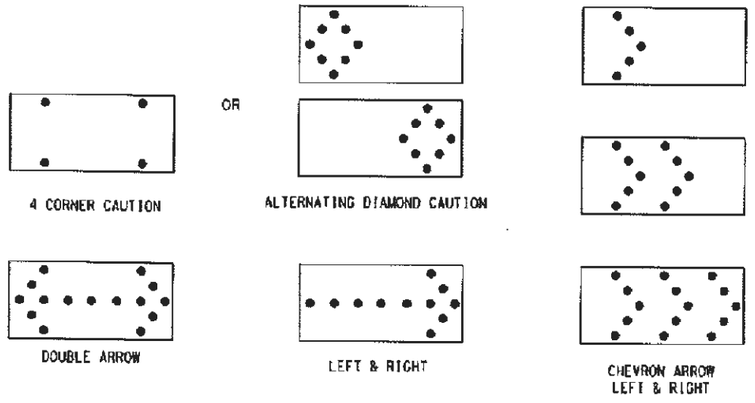
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is on extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

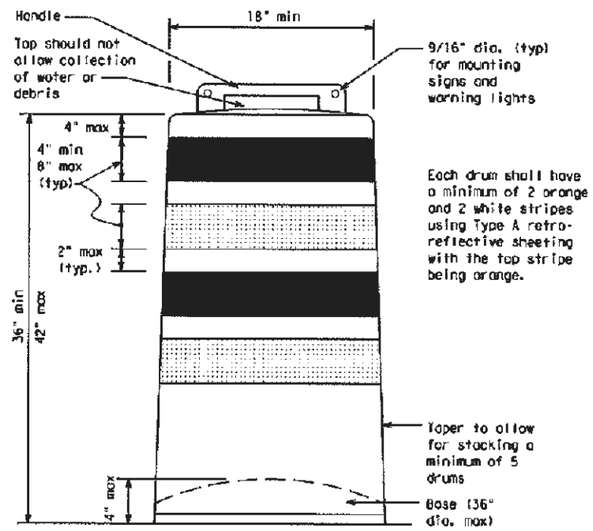
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

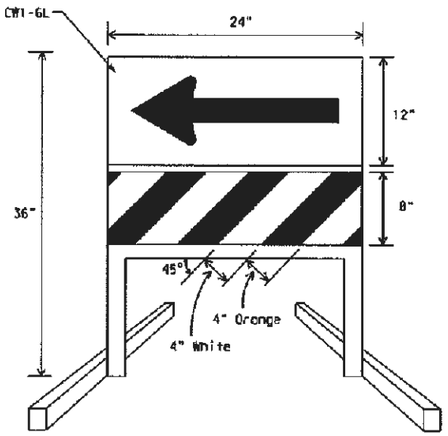
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

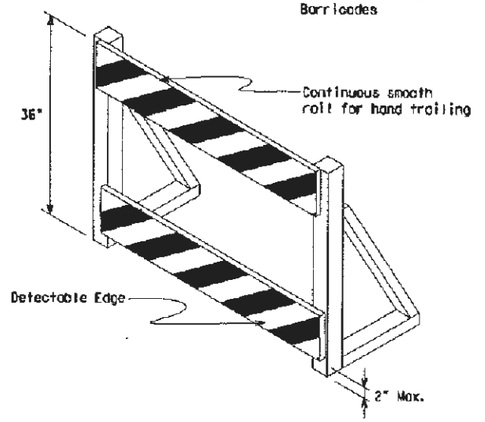




DIRECTION INDICATOR BARRICADE

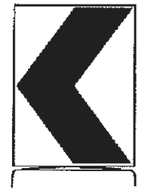
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a roll with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

This detail is not intended for fabrication. See note 3 and the CWZTCD list for providers of approved Detectable Pedestrian Barricades



DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign (Maximum Sign Dimension) Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer

12" x 24" Vertical Panel mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12

Texas Department of Transportation | *Traffic Operations Division Standard*

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-13

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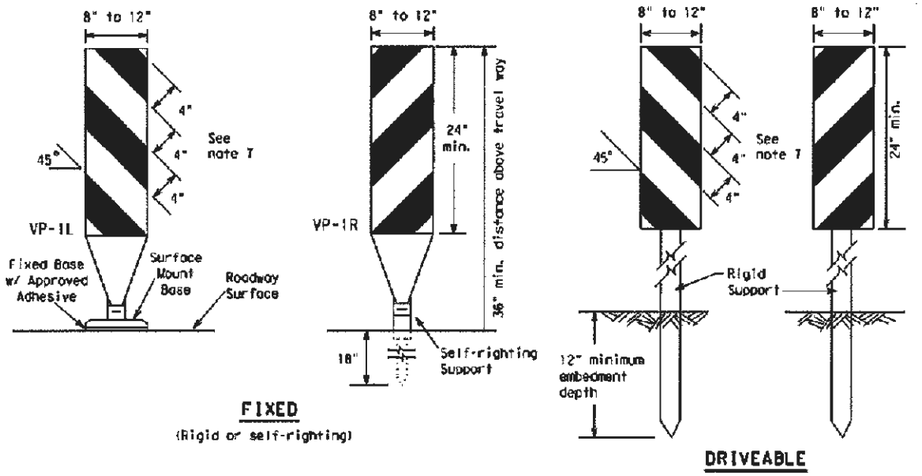
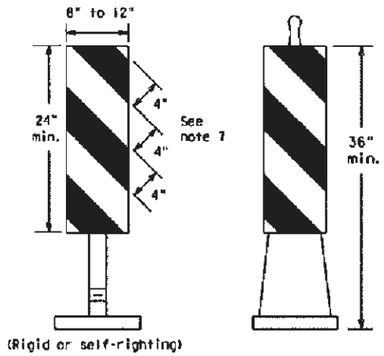


FIXED
(Rigid or self-righting)

DRIVEABLE

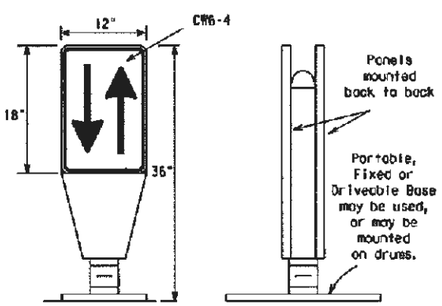


(Rigid or self-righting)

PORTABLE

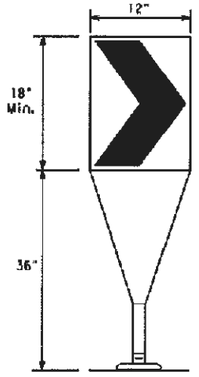
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



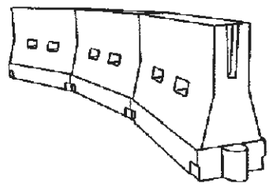
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	$L=WS$	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-13

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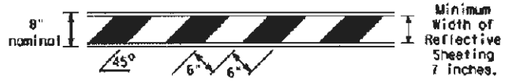
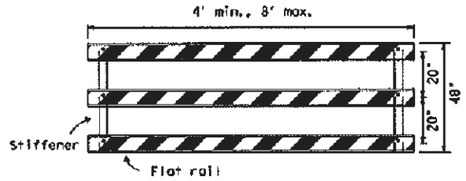
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



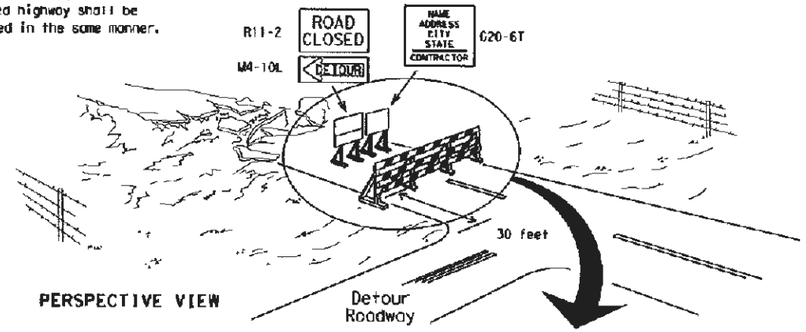
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

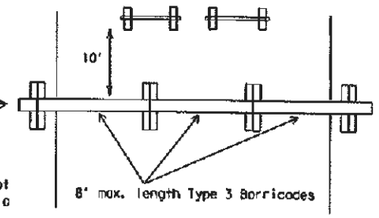
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

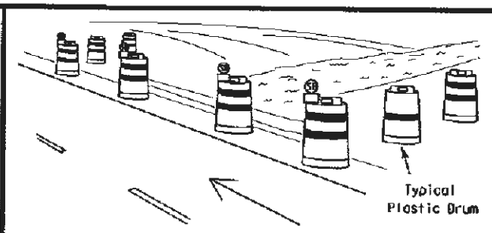
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

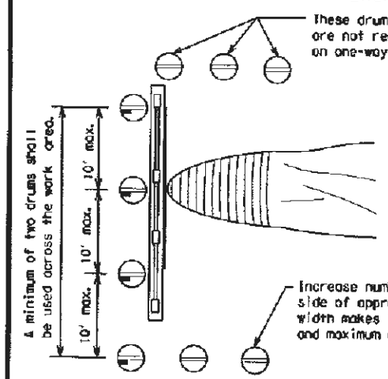
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

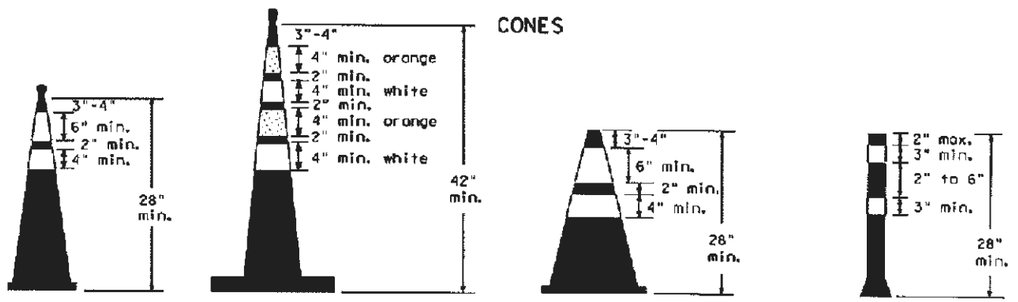
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

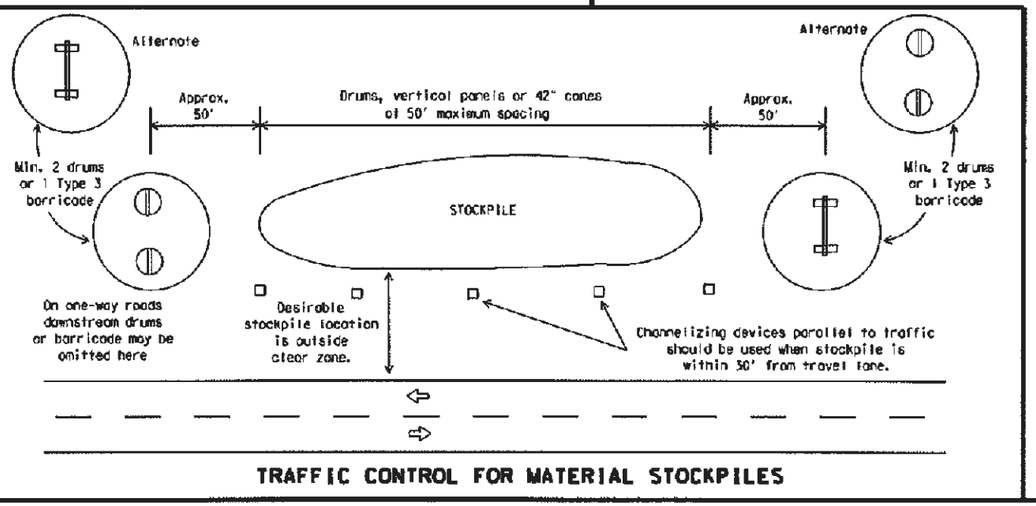
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



28" Cones shall have a minimum weight of 9 1/2 lbs.

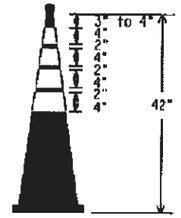
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-13

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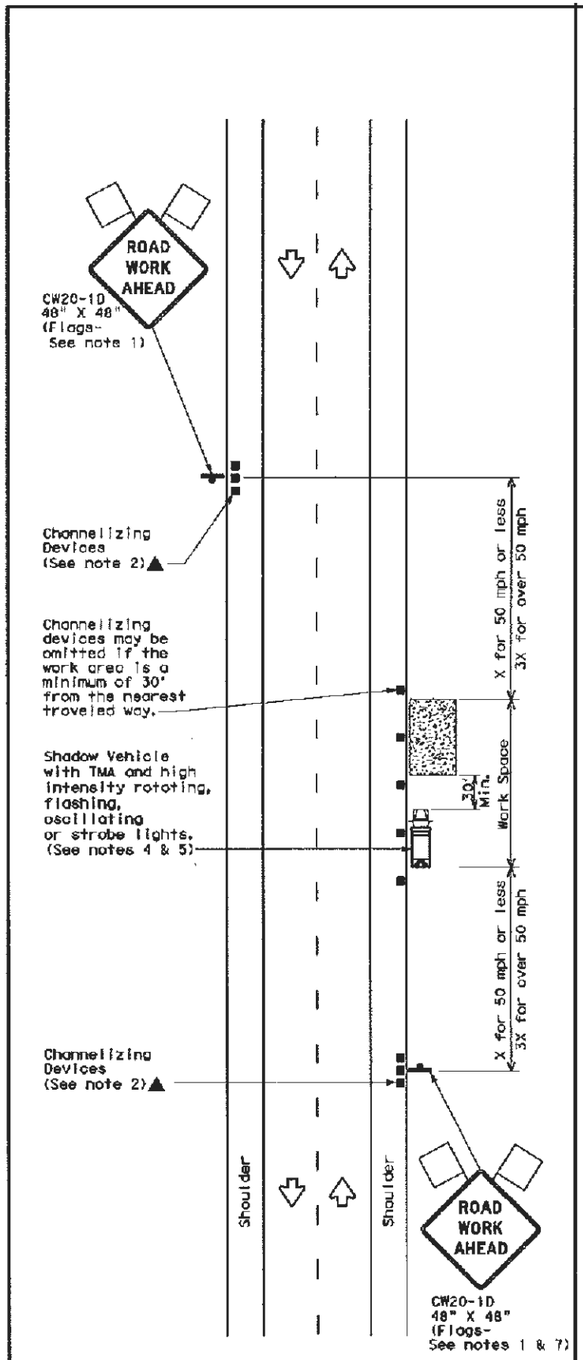
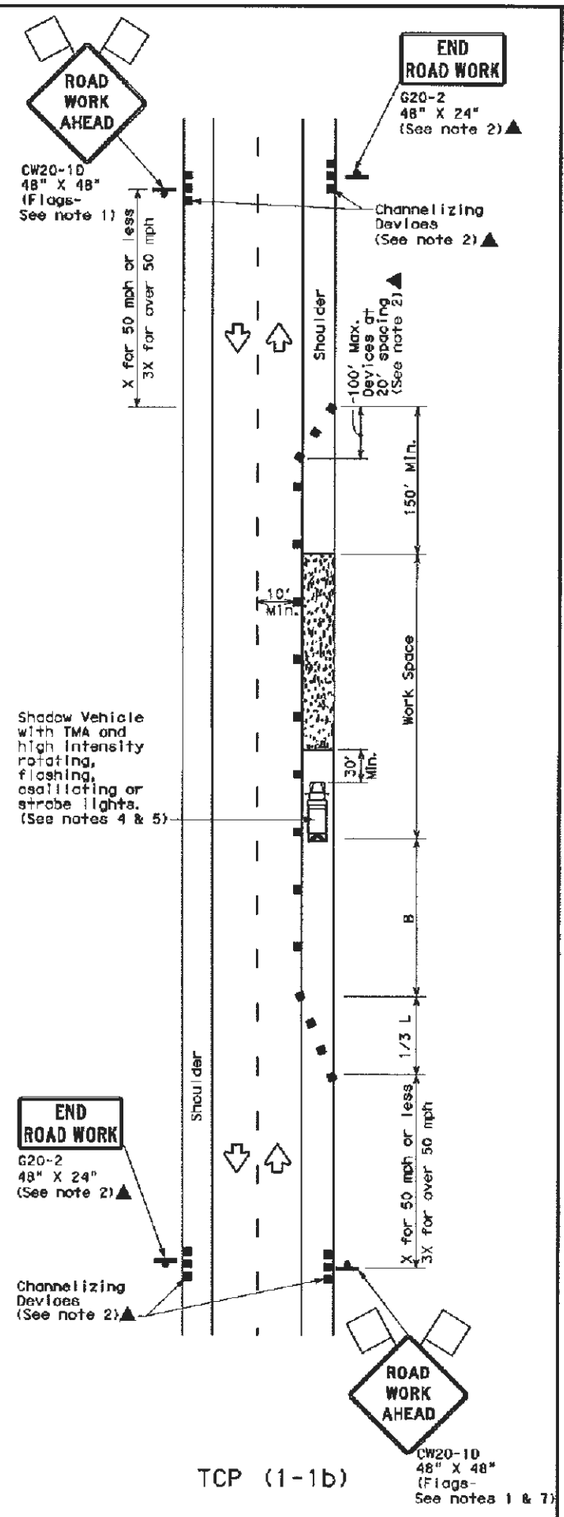


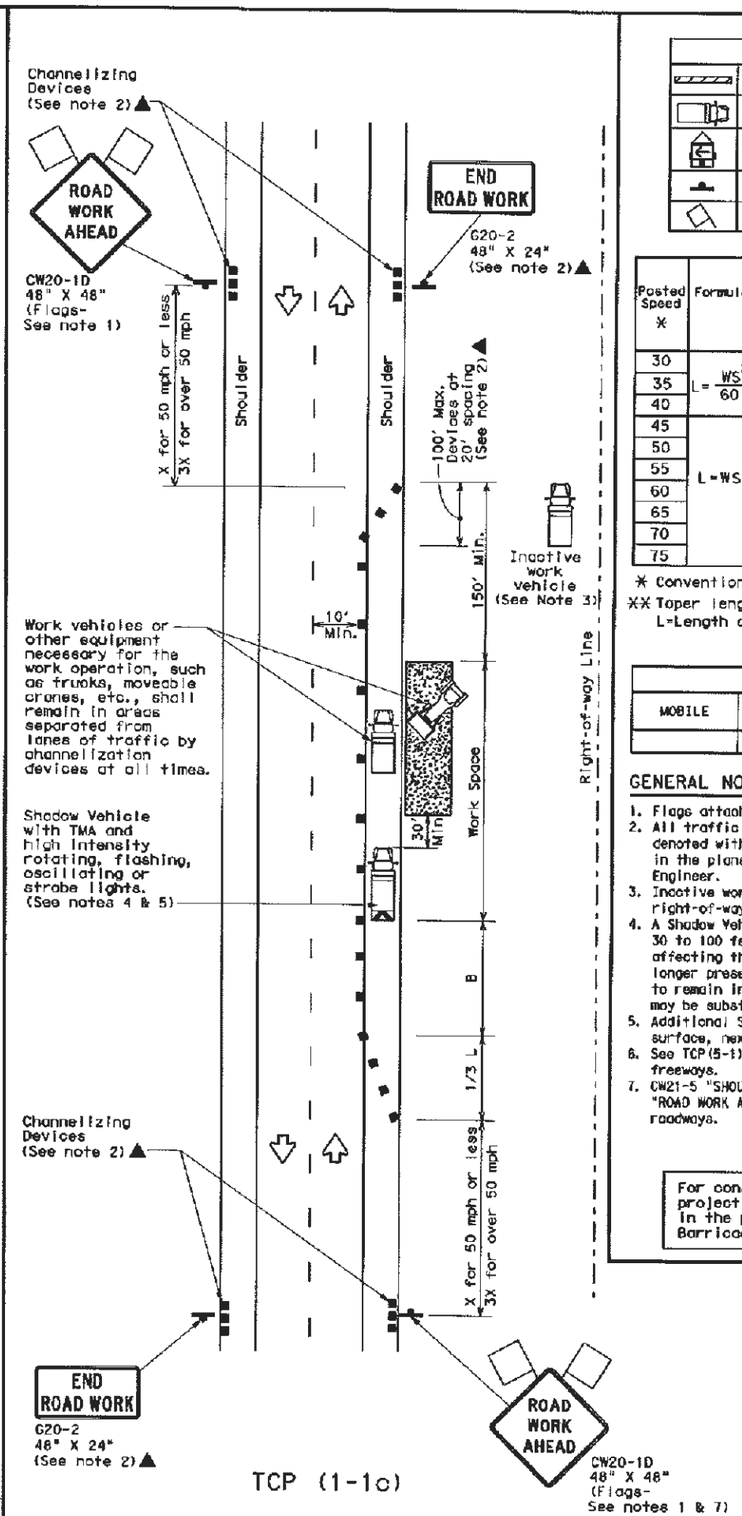
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-12

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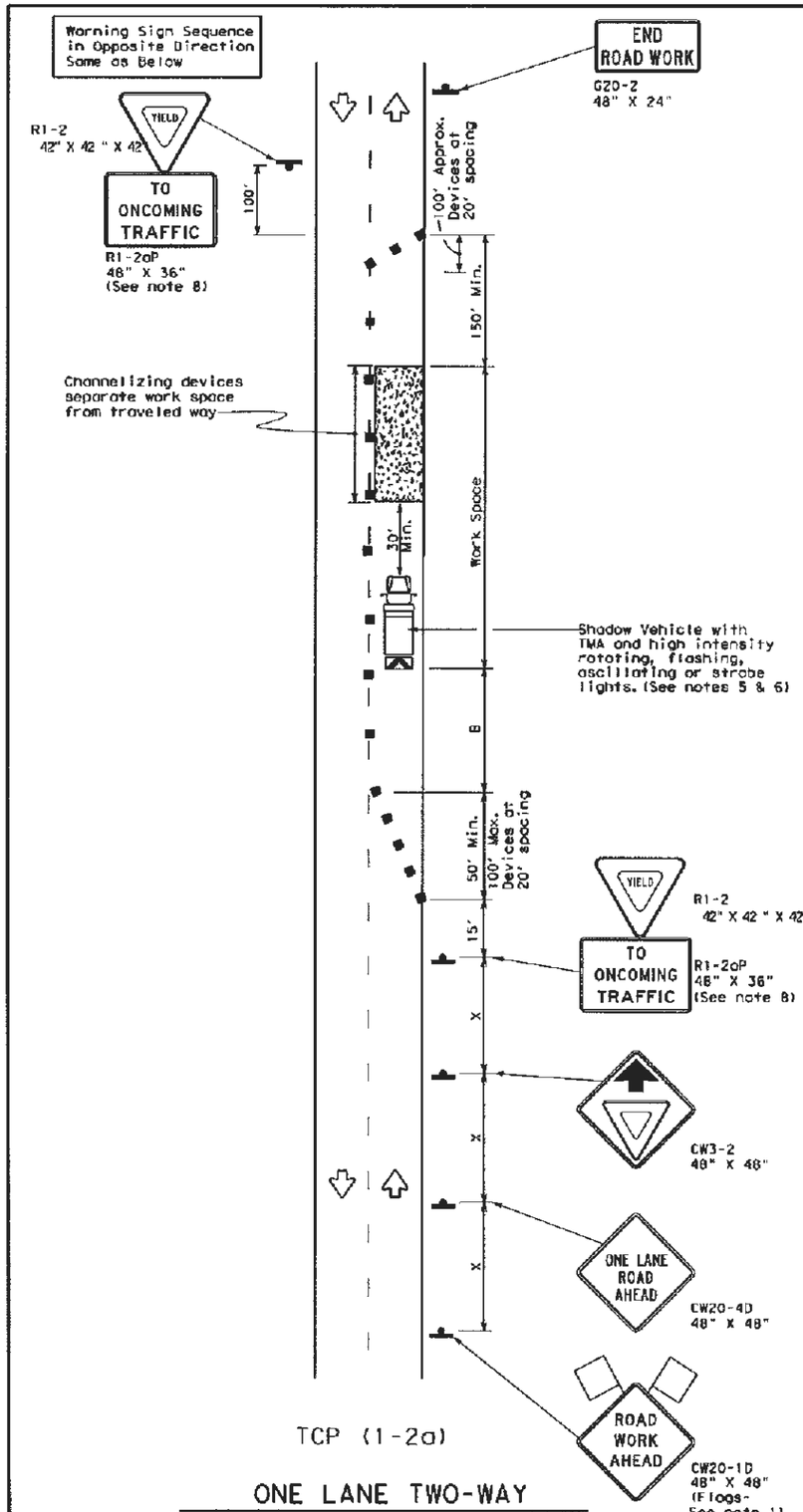
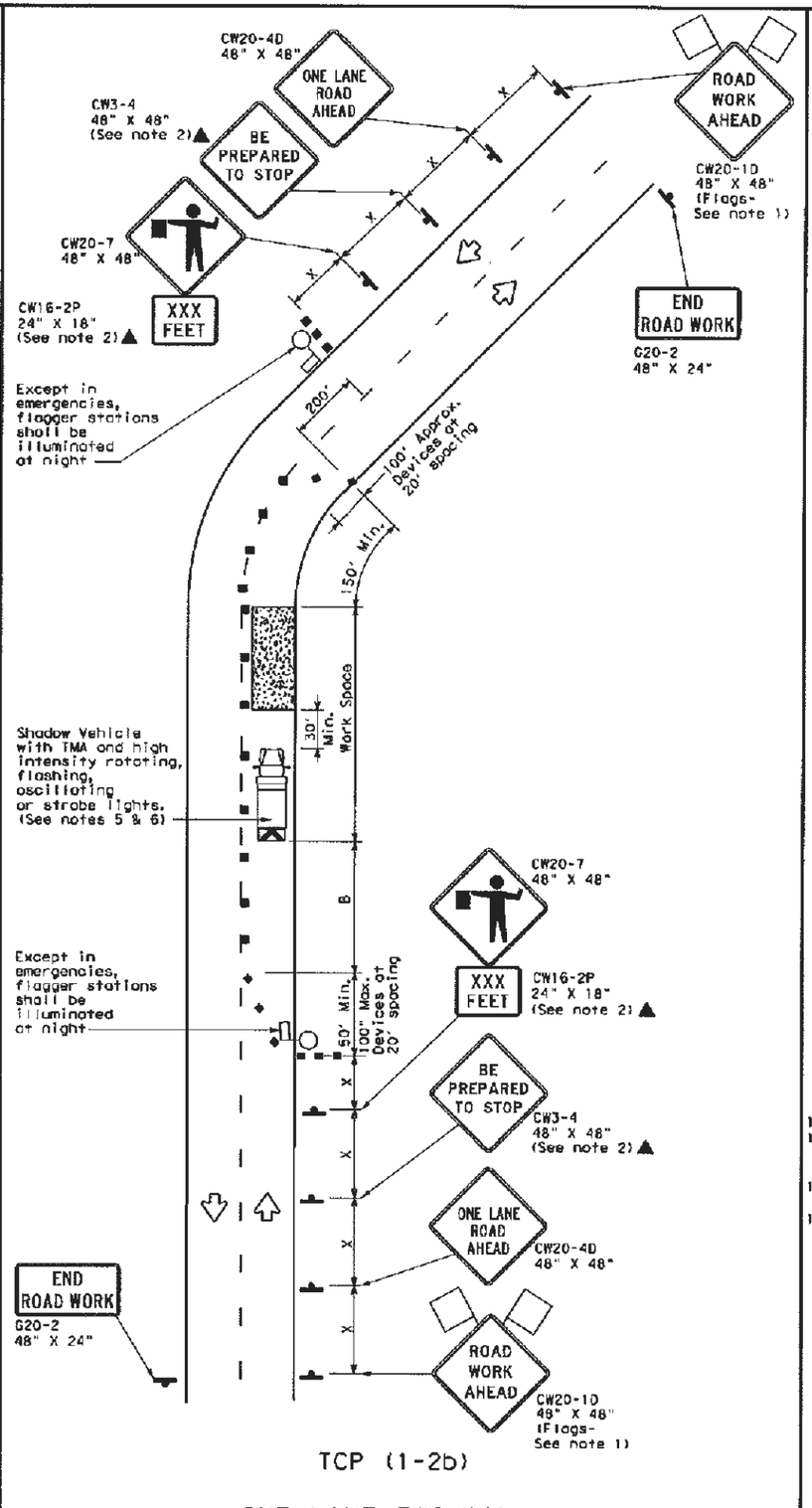


TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND

	Type 3 Barricade	■■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-12

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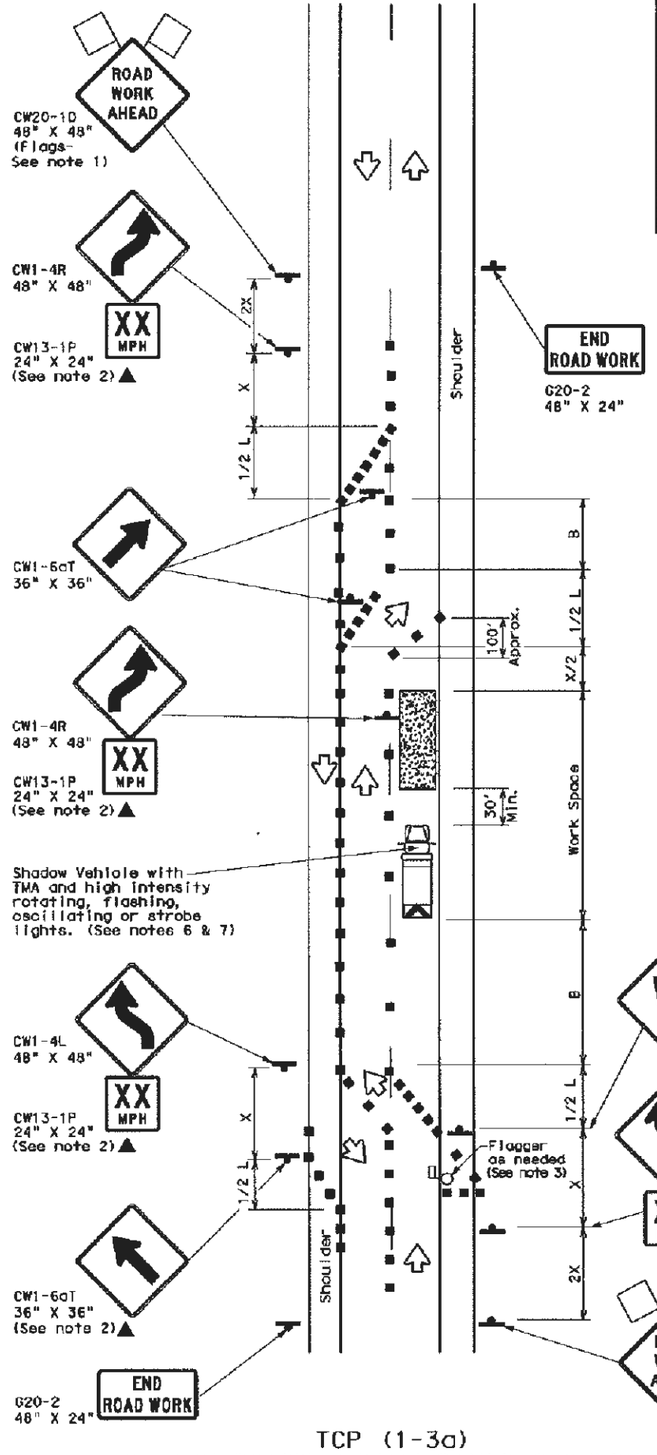
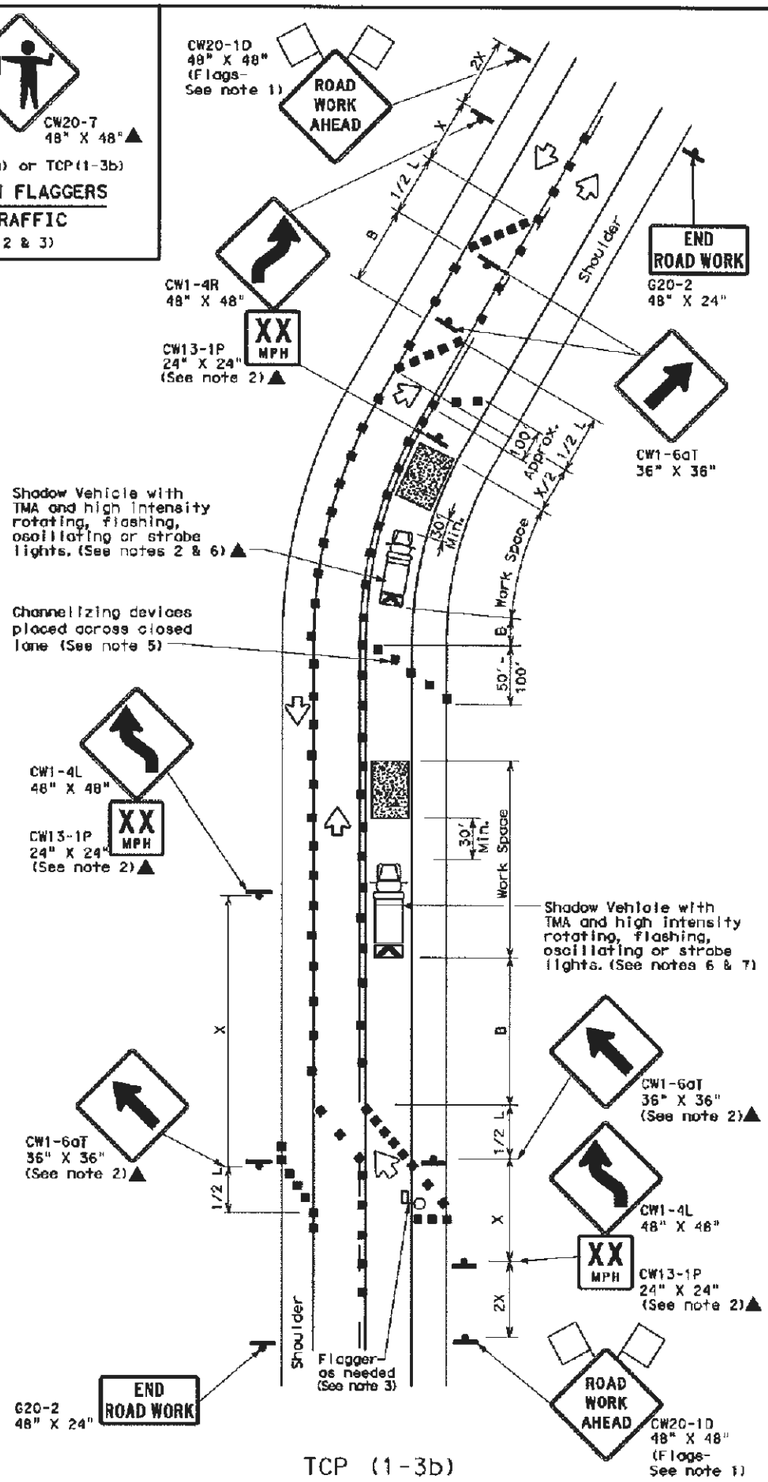


TCP (1-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW

BE PREPARED TO STOP
CW3-4 48" X 48"▲
CW20-7 48" X 48"▲
For either TCP(1-3a) or TCP(1-3b)
USE ONLY WHEN FLAGGERS CONTROL TRAFFIC
(See Notes 2 & 3)



TCP (1-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
4. DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
5. When the work zone is made up of several work spaces, channelizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channelizing devices should be repeated every 500 to 1000 feet in urban areas and every 1/4 to 1/2 mile in rural areas.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
8. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20', or 15' if posted speed are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN TRAFFIC SHIFTS ON TWO LANE ROADS

TCP(1-3)-12

© TxDOT December 1985

DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
2-94 2-12				
8-95				
1-97	DIST	COUNTY		SHEET NO.
4-98				

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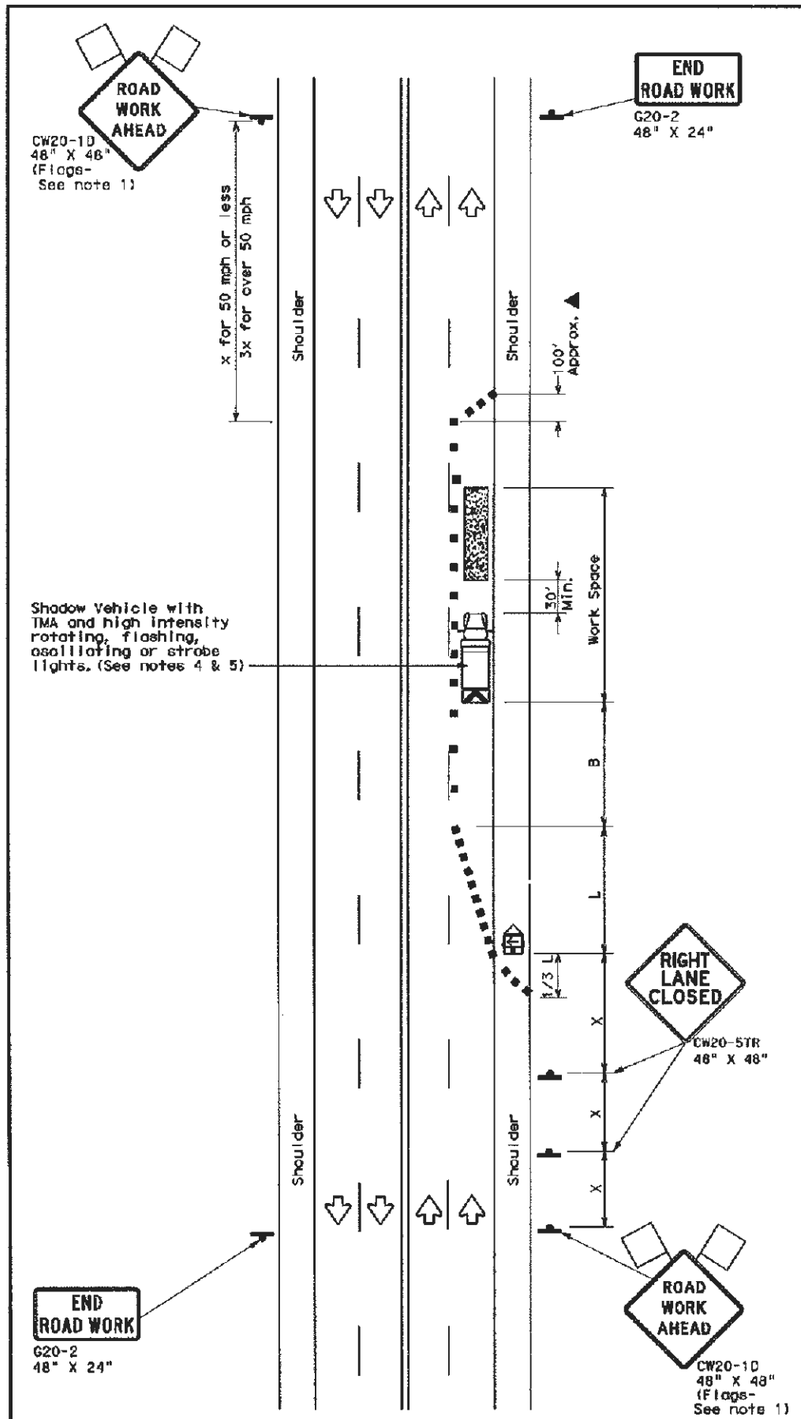
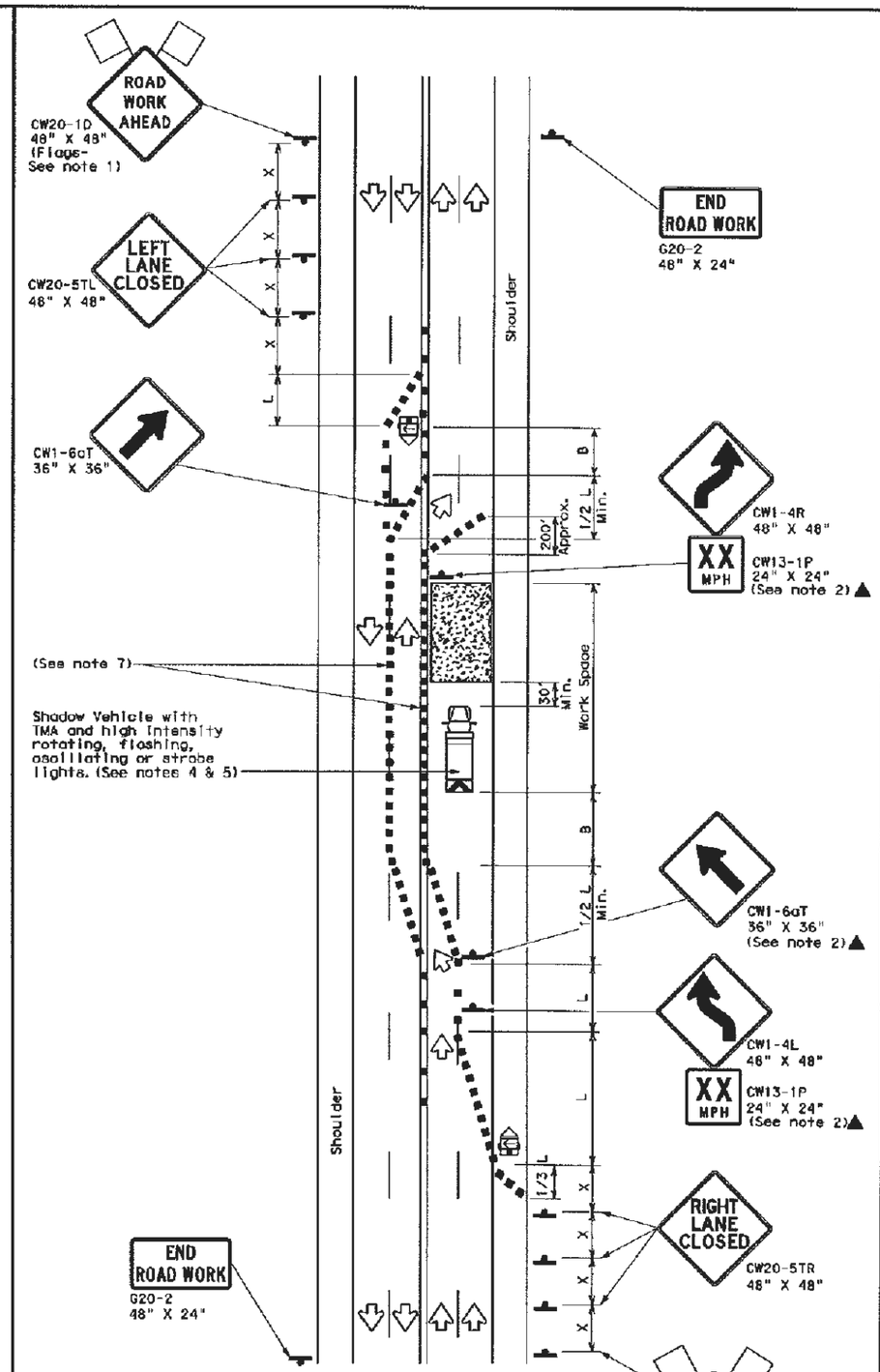
DATE:
FILE:



TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-4a)

6. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(1-4)-12

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DW: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
2-94 2-12				
8-95				
1-97	DIST	COUNTY		SHEET NO.
4-98				

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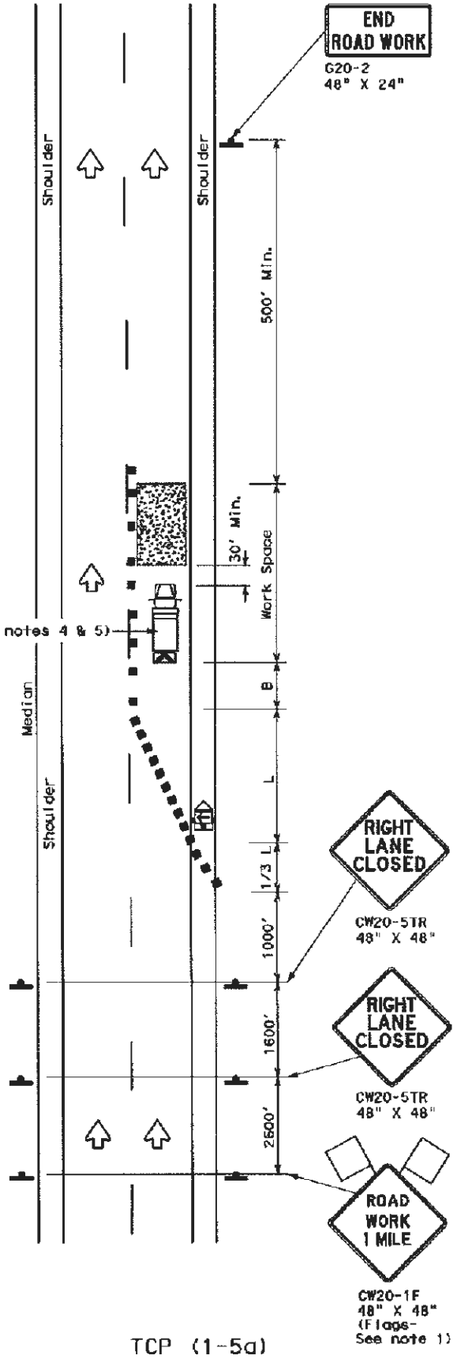
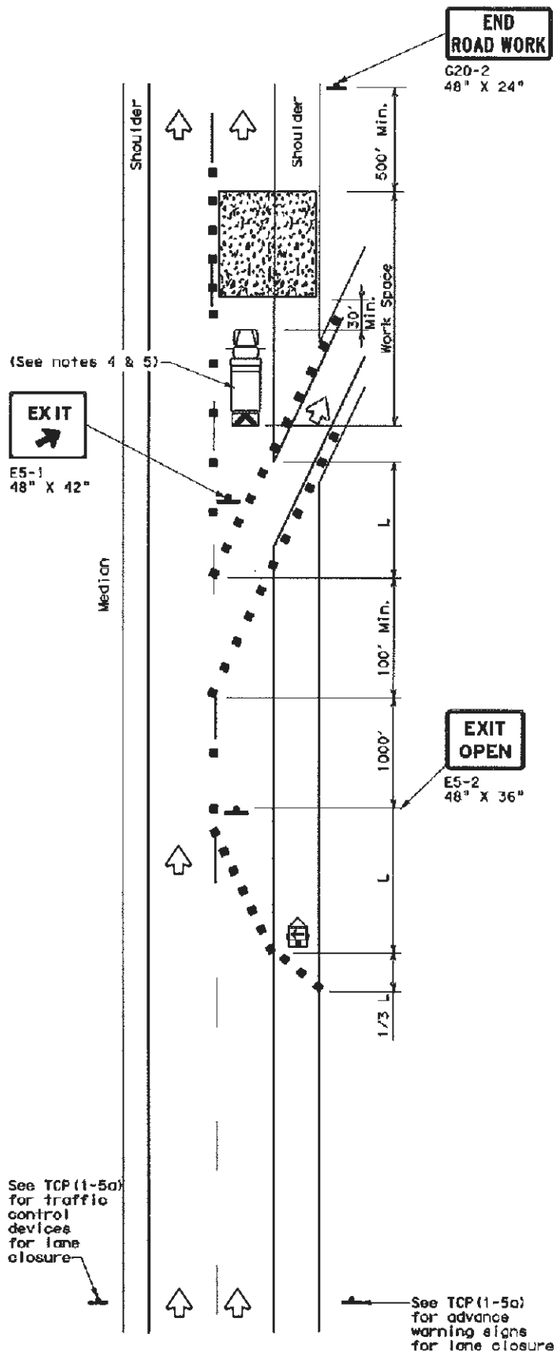


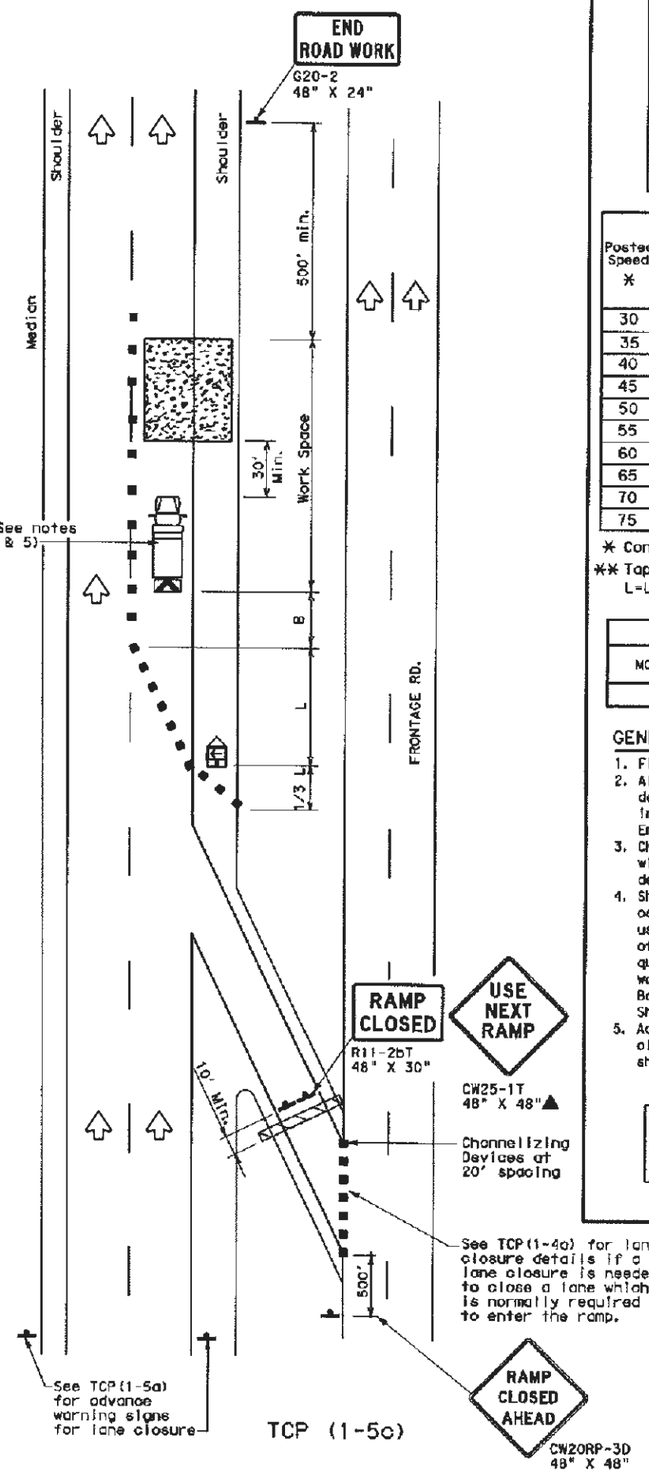
TCP (1-5a)

ONE LANE CLOSURE



TCP (1-5b)

LANE CLOSURE NEAR EXIT RAMPS



TCP (1-5c)

LANE CLOSURE NEAR ENTRANCE RAMPS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓		

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Channelizing devices used to close lanes may be supplemented with the Chevron Alignment Sign placed on every other channelizing device. Chevrons may be attached to plastic drums as per BC Standards.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN LANE CLOSURES FOR DIVIDED HIGHWAYS

TCP(1-5)-12

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REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.

DATE:
FILE:

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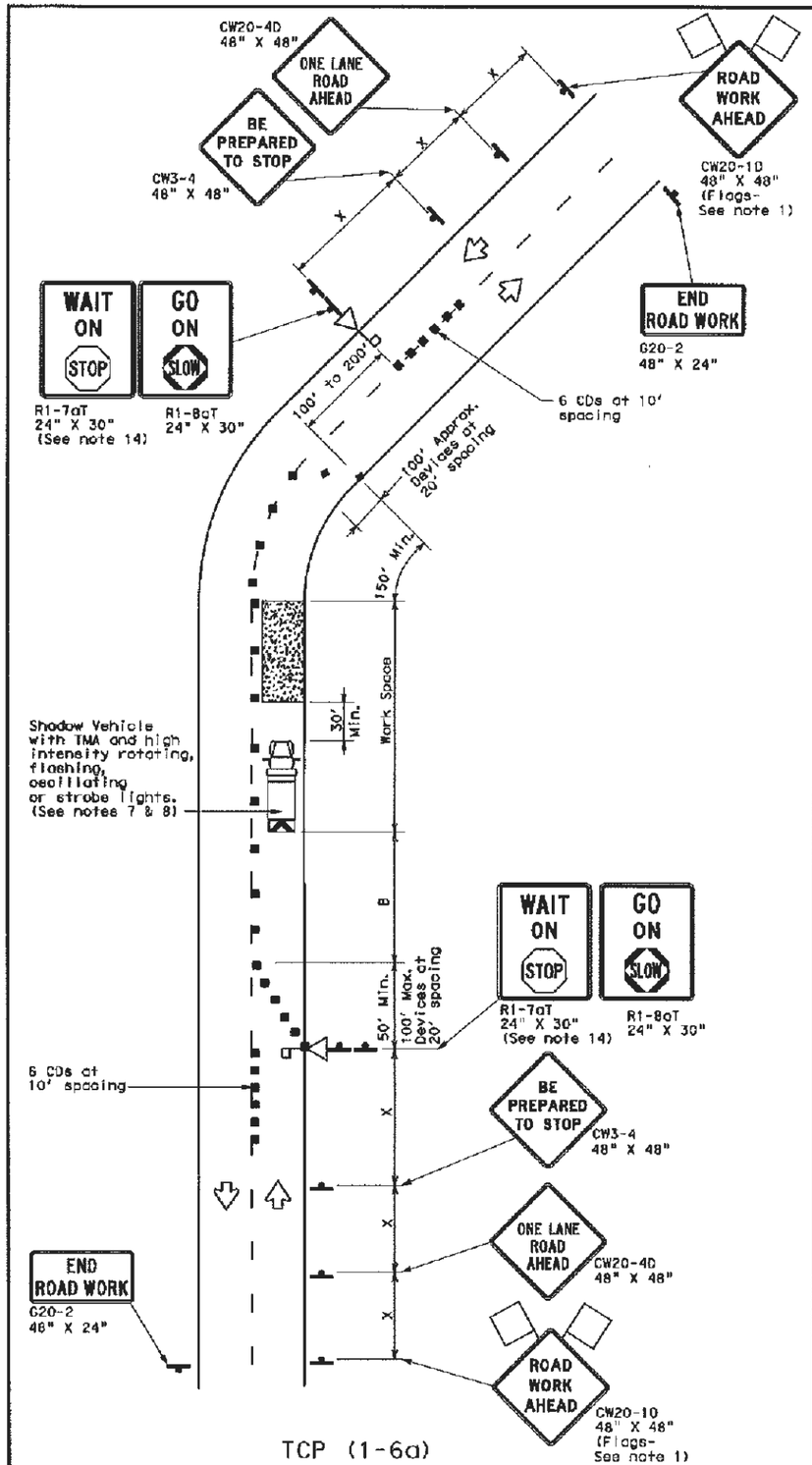
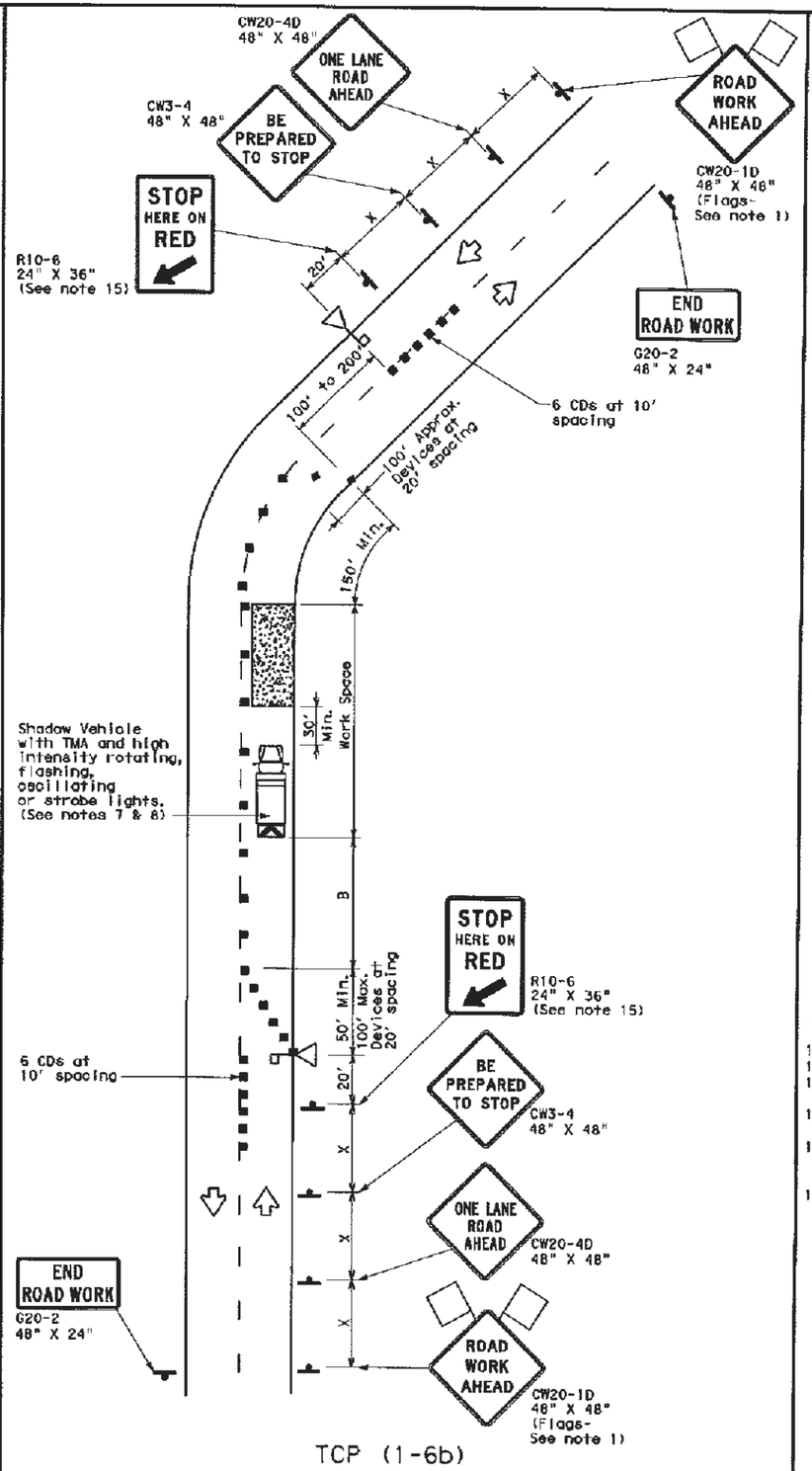


ONE LANE TWO-WAY
CONTROL WITH SIGNS/SLOW AFADs



ONE LANE TWO-WAY CONTROL
WITH RED/YELLOW LENS AFADs

LEGEND			
	Type 3 Barricade		Channelizing Devices (CDs)
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Automated Flagger Assistance Device (AFAD)	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. AFADs shall only be used in situations where there is one lane of approaching traffic in the direction to be controlled.
3. Adequate stopping sight distance must be provided to each AFAD location for approaching traffic. (See table above).
4. Each AFAD shall be operated by a qualified/certified flagger. Flaggers operating AFADs shall not leave them unattended while they are in use.
5. One flagger may operate two AFADs only when the flagger has an unobstructed view of both AFADs and of the approaching traffic in both directions.
6. When pilot cars are used, a flagger controlling traffic shall be located on each approach. AFADs shall not be operated by the pilot car operator.
7. All AFADs shall be equipped with gate arms with an orange or fluorescent red-orange flag attached to the end of the gate arm. The flag shall be a minimum of 16" square.
8. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
9. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
10. Flaggers should use two-way radios or other methods of communication to control traffic.
11. Length of work space should be based on the ability of flaggers to communicate.
12. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the AFAD.
13. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
14. The R1-7aT "WAIT ON STOP" sign and the R1-8aT "GO ON SLOW" sign shall be installed at the AFAD location on separate supports or they may be fabricated as one 48" x 30" sign. They shall not obscure the face of the STOP/SLOW AFAD.
15. The R10-6 "STOP HERE ON RED" arrow sign shall be offset so as not to obscure the lenses of the AFAD.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS)
TCP(1-6)-12

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REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.

DATE:
FILE:

EXHIBIT B
PAYMENT SCHEDULE

Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:

TAMU POST GAME DAY TRAFFIC CONTROL FOR THE 2025 FOOTBALL SEASON (7 GAMES)

NOT TO EXCEED: $ 150,304.00

BUYERS BARRICADES

HOUSTON - Remittance Address P.O. Box 95587
Grapevine, TX 76099-9709
281-453-6400

QUOTATION

Quote Date	Quote ID
7/22/2025	MC072225COCS

Valid Through: 8/22/2025

City Of College Station
Randell Smith
PO Box 9960
College Station, TX 77842
Phone: 979-446-3288

Job Location:
Gameday Traffic Control 2025
City Of College Station
Quote Created By: Mikey

Item Description	Price	UOM	Qty/Day	# of UOM	Total Qty.	Total
Gameday Traffic Control 2025 (Price per Game) 10% BuyBoard Discount	($2,147.20)	Per Each	7	1	7	($15,030.40)
Gameday Traffic Control 2025 (Price per Game)	$21,472.00	Per Each	7	1	7	$150,304.00

Note: The * indicates taxable items.

Pricing is for Buyers to supply crews for setup of materials provided by COCS for Gameday traffic control
BUYBOARD QUOTE Contract #703-23

Included: Mobilization covers initial setup and complete return of material during normal operating hours. Partial Returns are subject to additional charges.

Return Fee will be charged in accordance with all delivery fees. Material must be picked up in the same manner dropped off or additional fees may be applied.

Add'l Terms: All Invoices are due based on approved payment terms.

14 (Fourteen) days minimum required before job start.

7/22/2025
Mikey — Date
Buyers Barricades

Visit Our Website at www.buyersbarricades.com

Accepted By:
Signature — Date
Print Name
Title
Company

Initials _____ Page 1 of 1

EXHIBIT C
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2025

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
Cobbs, Allen & Hall, Inc.
115 Office Park Drive
Birmingham AL 35223

License#: 79319

CONTACT NAME: Ashleigh Calvert
PHONE (A/C, No, Ext): 205-874-1254 **FAX (A/C, No):**
E-MAIL ADDRESS: acalvert@cacgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire	19445
INSURER B : National Liability & Fire Ins	20052
INSURER C : Homesite Insurance Company Of Florida	11156
INSURER D : Transguard Insurance (IAT)	28886
INSURER E :	
INSURER F :	

INSURED
Buyers Barricades Houston, LLC
25416 Aldine Westfield Rd
Spring TX 77373

BUYEBAR-01

COVERAGES **CERTIFICATE NUMBER:** 802033971 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL6952562	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73APB011141	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CXP04854600	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC072113387	4/1/2025	4/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
D	Rented / Leased Equipment			IMP400269401	4/1/2025	4/1/2026	Per Item Per Occurence	150,000 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage. Automatic Additional Insured – Completed Operations; Provides additional insured status to any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage. Primary & Non-Contributory where required by a written contract between the named insured and any person or organization that requires such status. Blanket Automatic Waiver of Subrogation endorsement that provide this feature, only when there is a written contract between the named insured and the certificate holder that requires it. Blanket Additional Insured for Lessor of Leased Equipment.
Excluded Officers: Shelba Buyers, Steve Buyers & Blake Tuggle
See Attached...

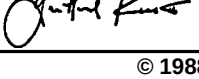
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: BUYEBAR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Cobbs, Allen & Hall, Inc.	Buyers Barricades Houston, LLC 25416 Aldine Westfield Rd Spring TX 77373
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS.
RE: TAMU 2021 Gameday Traffic Control Contract 21300609;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
"ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO."	"PER THE CONTRACT OR AGREEMENT."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", property damage or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
"ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO."	"PER THE CONTRACT OR AGREEMENT."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person Or Organization:
"PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

 ©Insurance Serivces Office, Inc. 2018

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025 forms a part of policy

No. GL 695-25-62 issued to Buyers Barricades, Inc.

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within **30** days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

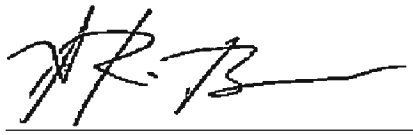
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)



Authorized Representative or Countersignature
(in States Where Applicable)

Controlling Underlying Insurance

Coverage:	Auto Liability	
Carrier:	National Liability & Fire Insurance Company	
Policy Number:	73APB011141	
Policy Period:	04/01/2025 to 04/01/2026	
Limits:	$2,000,000	Combined Single Limit

Coverage:	General Liability Including Employee Benefits Liability	
Carrier:	National Union Fire Ins. Co.	
Policy Number:	GL 6952562	
Policy Period:	04/01/2025 to 04/01/2026	
Limits:	$2,000,000	Each Occurrence
	$2,000,000	Personal and Advertising Injury
	$2,000,000	Employee Benefits Injury
	$4,000,000	General Aggregate
	$4,000,000	Products / Completed Operations Aggregate

Coverage:	Employers Liability	
Carrier:	National Union Fire Ins. Co.	
Policy Number:	WC 072113387	
Policy Period:	04/01/2025 to 04/01/2026	
Limits:	$2,000,000	Bodily Injury by Accident, Each Accident
	$2,000,000	Bodily Injury by Disease, Policy Limit
	$2,000,000	Bodily Injury by Disease, Each Employee

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462 Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Licensee Name: Amwins Insurance Brokerage, LLC
Address: 4725 Piedmont Row Dr. Suite 600
Charlotte, NC 28210

ISSUED BY THE STOCK INSURANCE COMPANY HEREIN CALLED THE COMPANY

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. 13072

AGENT NUMBER: 0063720-00

POLICY NUMBER: WC 072113387

051-02-0624-00

INCORPORATED UNDER THE LAWS OF PENNSYLVANIA

ITEM 1. NAMED INSURED: MAILING ADDRESS IDENTIFICATION NO.:

BUYERS BARRICADES, INC.
7409 BAKER BLVD
FORT WORTH, TX 76118-0000

SEE EXTENSION OF ITEM 1. OF THE INFORMATION PAGE - WC990610

I.D# 420909691

AIG

An AIG company

EXECUTIVE OFFICES:
1271 Ave of the Americas, FL 37
New York, NY 10020-1304

PRODUCERS NAME AND ADDRESS

COBBS-ALLEN & HALL, INC.
115 OFFICE PARK DR
P O BOX 530847
BIRMINGHAM, AL 35223-0000

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE

INSURED IS
CORPORATION

PREVIOUS POLICY NUMBER
WC20435052

OTHER WORKPLACES NOT SHOWN ABOVE: SEE EXTENSION OF ITEM 1. OF THE INFORMATION PAGE - WC990610

ITEM 2 POLICY PERIOD 12:01 A.M. standard time at the insured's mailing address FROM 04/01/25 TO 04/01/26

ITEM 3

A. **Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:**
TX

B. **Employers Liability Insurance: Part Two of the policy applies to the work in each state listed in item 3.A. The limits of our liability under Part Two are:**
Bodily Injury by Accident $ 2,000,000 each accident
Bodily Injury by Disease $ 2,000,000 policy limit
Bodily Injury by Disease $ 2,000,000 each employee

C. **Other States Insurance: Part Three of the policy applies to the states, if any, listed here:**
AK AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN UT VA VT WI WV

D. This policy includes these endorsements and schedules:
SEE EXTENSION OF ITEM 3.D. OF THE INFORMATION PAGE - WC990612

ITEM 4 **The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications	Code Number	Premium Basis Total Remuneration [X] Annual [ ] 3 Year	Rate Per $100 OF Remuneration	Estimated Premium [X] Annual [ ] 3 Year
SEE EXTENSION OF ITEM 4. OF THE INFORMATION PAGE - WC7754				
EXPENSE CONSTANT (EXCEPT WHERE APPLICABLE BY STATE)				

MINIMUM PREMIUM

TOTAL ESTIMATED ANNUAL PREMIUM

If indicated below, interim adjustments of premium shall be made:

[ ] Semi-Annually [ ] Quarterly [ ] Monthly DEPOSIT PREMIUM

Don Bailey

04/01/2025 CHICAGO 02

Issue Date Issuing Office Authorized Representative

WC 00 00 01A

39967 (Rev'd 04/08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on 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 12:01 AM 04/01/2025 forms a part of Policy No. WC 072113387

Issued to Buyers Barricades, Inc.

By National Union Fire Insurance Company of Pittsburgh, PA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,

2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT."

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 12:01 AM 04/01/2025 forms a part of Policy No. WC 072113387

Issued to Buyers Barricades, Inc.

By National Union Fire Insurance Company of Pittsburgh, Pennsylvania

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the " Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy' s cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the " Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

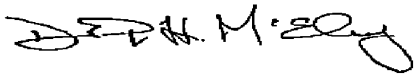
This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 04/01/2025 forms a part of Policy No. WC 0721133387

Issued to **BUYERS BARRICADES, INC.**

By **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

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

2. Operations: **ALL TEXAS OPERATIONS**

3. Premium:

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

4. Advance Premium: **INCLUDED**

Countersigned by Don Bailey

Authorized Representative

WC 42 03 04 B
(Ed. 6-14)

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August 14, 2025
Item No. 6.3.
FM 2818 Speed Limit Ordinance

Sponsor: Randell Smith, Sr. Engineer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1012 "Traffic Schedule XII, Speed Limits," of the Code of Ordinances of the City of College Station, Texas establishing a speed limit of on FM 2818 from State Highway 6 to the city limits.

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: This item will amend Schedule XII of the Speed Limits Established for Certain Described Streets by modifying the posted speed limits along FM 2818 (Harvey Mitchell Parkway). The widening project is complete and in accordance with a speed study recently conducted by the Texas Department of Transportation (TxDOT) District office and approved by TxDOT at the state level, speed limits are required to be established.

The speed limit will remain the same along FM 2818 from the SH 6 frontage road to the northwest city limit line except between FM 2154 and FM 60, in which the speed limit will be decreased from 55 mph to 50 mph. The temporary speed limit of 45 mph that has been in place since the start of the widening of FM 2818 will no longer be in effect. The following language will replace the current language in the ordinance:

A.) FM 2818, for traffic moving in an easterly direction for the first 1.723 miles from the College Station City Limits, the speed limit shall be sixty (60) miles per hour. For the next 3.494 miles, the speed limit shall be fifty (50) miles per hour, Within the limits of said fifty (50) miles per hour speed zone, from approximately 650 feet west of Welsh Ave to approximately 220 ft east of Nueces Drive the speed limit shall be thirty-five (35) miles per hour when so signed for school zone. For the next 1.511 miles, to the intersection with the SH 6 east frontage road the speed limit shall be forty-five (45) mile per hour,

B.) FM 2818, for traffic moving in a westerly direction for the first 1.511 miles from the intersection with the SH 6 east frontage road, the speed limit shall be forty-five (45) miles per hour. For the next 3.494 miles, the speed limit shall be fifty (50) mile per hour, Within the limits of said fifty (50) miles per hour speed zone, from approximately 220 ft east of Nueces Drive to approximately 650 feet west of Welsh Ave the speed limit shall be thirty-five (35) miles per hour when so signed for school zone. For the next 1.723 miles, to the College Station City Limits the speed limit shall be sixty (60) miles per hour.

Budget & Financial Summary: The Texas Department of Transportation installs and maintains the speed limit signs along all state roadways, such as FM 2818. There is no financial responsibility to the City associated with the passage of this speed limit ordinance.

Attachments:

1. FM 2818_LettertoMayor_College Station
2. Attachment B -FM2818_2025 Roll Plot
3. Ordinance FM 2818 Speed Limit

Texas Department of Transportation

2591 N. Earl Rudder Frwy, Bryan, TX 77803-5190 | 979.778.9759 | WWW.TXDOT.GOV

June 13, 2025

Honorable John Nichols
Mayor, City of College Station
PO Box 9960
College Station, TX 77842

RE: FM 2818 Regulatory Speed Zone

Dear Mayor Nichols:
This letter is in reference to the recent speed zone study conducted in March 2025 on FM 2818 in the City of College Station.

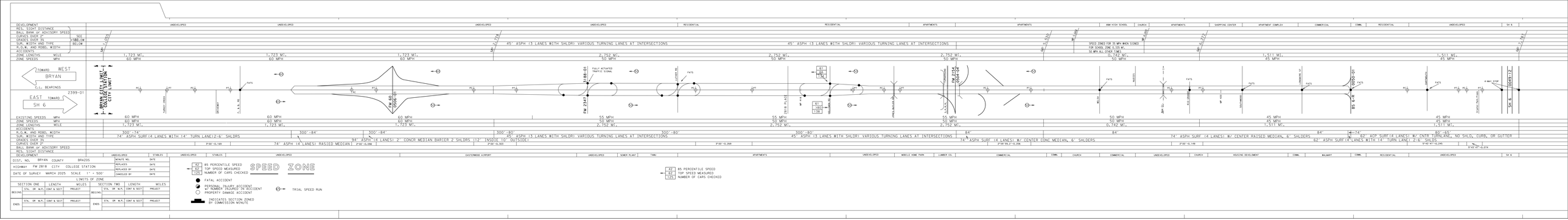
Attached with this letter are one (1) copy of an ordinance and one (1) copy of the strip map. Please return one (1) executed copy of the ordinance, with the embossed City Secretary seal and original signatures to my office and keep one copy for your files.

If there any questions, please call me at 979-778-9759.

Sincerely,

Ashley R. Hill, P.E.
Director of Transportation Operations
Bryan District, TxDOT
Ashley.Hill@txdot.gov

Attachments: Speed Zone Ordinance
FM 2818 Strip Map


DEVELOPMENT
RES. SIGHT DISTANCE
BALL BANK or ADVISORY SPEED
CURVES OVER 2°
GRADES OVER 5%
SUR. WIDTH AND TYP
R.O.W. AND ROBC. WIDTH
ACCIDENTS
ZONE LENGTHS MILE
ZONE SPEEDS MPH
UNDEVELOPED
RESIDENTIAL
APARTMENTS
45' ASPH (3 LANES WITH SHLDR) VARIOUS TURNING LANES AT INTERSECTIONS
1,723 MI.
60 MPH
2,752 MI.
50 MPH
1,511 MI.
45 MPH
TOWARD WEST
BRYAN
C.L. BEARINGS
EAST TOWARD
SH 6
2399-01
BRYAN CITY LIMIT
COLLEGE STATION
CITY LIMIT
FM 60
0556-01
FM 2347
3168-01
FULLY ACTIVATED TRAFFIC SIGNAL
FM 2154
0564-04
BS & W
0555-01
SH 6
0548-12
EXISTING SPEEDS MPH
ZONE SPEEDS MPH
ZONE LENGTHS MILE
ACCIDENTS
R.O.W. AND ROBC. WIDTH
SURFACE AND TYPE
GRADES OVER 5%
CURVES OVER 2°
BALL BANK or ADVISORY SPEED
RES. SIGHT DISTANCE
74' ASPH SURF (4 LANES WITH 14' TURN LANE) 2-6' SHLDRS
94' ASPH (4 LANES) 2' CONCR MEDIAN BARRIER 2 SHLDRS (12' INSIDE TO OUTSIDE)
74' ASPH SURF (4 LANES) W/ CENTER CONC MEDIAN, 6' SHLDERS
74' ASPH SURF (4 LANES) W/ CENTER RAISED MEDIAN, 6' SHLDERS
62' ASPH SURF (4 LANES WITH 14' TURN LANE) 2-6' SHLDS
DEVELOPMENT
DIST. NO. BRYAN COUNTY BRAZOS
HIGHWAY FM 2818 CITY COLLEGE STATION
DATE OF SURVEY MARCH 2025 SCALE 1" = 500'
LIMITS OF ZONE
SECTION ONE
SECTION TWO
STA. OR M.P.
CONT & SECT
PROJECT
LENGTH
MILES
BEGINS
ENDS
INITIATE MO. DATE
REPLACES DATE
REPLACED BY DATE
CANCELED BY DATE
42 85 PERCENTILE SPEED
42 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED
SPEED ZONE
FATAL ACCIDENT
PERSONAL INJURY ACCIDENT w/ NUMBER INJURED IN ACCIDENT
PROPERTY DAMAGE ACCIDENT
INDICATES SECTION ZONED BY COMMISSION MINUTE
TRIAL SPEED RUN
42 85 PERCENTILE SPEED
42 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES", ARTICLE VI "TRAFFIC SCHEDULES", SECTION 38-1012 "TRAFFIC SCHEDULE XII, SPEED LIMITS", SUBSECTION A "SPEED LIMITS ESTABLISHED FOR STATE HIGHWAYS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS BY ESTABLISHING THE SPEED LIMIT OF FM 2818 (HARVEY MITCHELL PARKWAY); PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 38, "Traffic and Vehicles", Article VI "Traffic Schedules", Section 38-1012 "Traffic Schedule XII, Speed Limits", Subsection A "Speed Limits Established for State Highways", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** and attached hereto and made a part of this ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3 That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED:

_____
City Attorney

EXHIBIT "A"

That **CHAPTER 38, "TRAFFIC AND VEHICLES", ARTICLE VI "TRAFFIC SCHEDULES", SECTION 38-1012 "TRAFFIC SCHEDULE XII, SPEED LIMITS", SUBSECTION A "SPEED LIMITS ESTABLISHED FOR STATE HIGHWAYS"** is hereby **amended to read in part** as follows:

(7) *FM 2818 (Harvey Mitchell Parkway).*

a. From the North City limit south to the intersection of SH 6 (one-way):

Distance	***Speed Limit***
For the first 1.723 miles from the West City limit	60 miles per hour
For the next 3.494 miles*	50 miles per hour
For the next 1.511 miles to the intersection of SH 6 East Frontage Road	45 miles per hour
*Within the limits of said 50 miles per hour speed zone, from approximately 650 feet west of Welsh Avenue to approximately 220 feet east of Nueces Drive, the speed limit shall be 35 miles per hour when so signed for school zone.	

b. From the intersection of SH 6 north to the North City limit (one-way).

Distance	***Speed Limit***
For the first 1.511 miles from the intersection of SH 6 East Frontage Road	45 miles per hour
For the next 3.494 miles*	50 miles per hour
For the next 1.723 miles to the West City limit	60 miles per hour
*Within the limits of said 50 miles per hour speed zone, from approximately 650 feet west of Welsh Avenue to approximately 220 feet east of Nueces Drive, the speed limit shall be 35 miles per hour when so signed for school zone.	

August 14, 2025
Item No. 6.4.
Real Estate Services

Sponsor: Jennifer Cain, Director Capital Projects, Brett Cast , Assistant Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract with Stateside Right of Way Services, LLC., not to exceed $111,000 for Real Estate Services.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: With the recent retirement of the City's Senior Land Agent the Capital Projects Department is recommending engagement with one of the recently pre-approved third-party consultants, Stateside Right of Way Services, LLC. to provide real estate services in support of several of the City's ongoing Capital Projects. The contract recommended for approval will be to provide acquisition and title curative services.

On May 21, 2025, the City of College Station received two (2) Statements of Qualifications (SOQs) for Real Estate Services in response to the Request for Qualifications (RFQ) No. 25-055 issued on April 7, 2025. The RFQ provided interested firms with information necessary to prepare and submit their qualifications for the category of Real Estate Services. These services include activities relating to the acquisition or disposition of easements, right-of-way and/or land by the City. Stateside ROW Services, LLC. was approved by City Council as a pre-qualified vendor on July 10, 2025.

Budget & Financial Summary: Various capital project budgets are available in the Streets, Water, and Wastewater Capital Improvement Projects Funds. Sufficient project budgets are available to cover this contract and related costs.

Attachments:
1. Stateside ROW Contract_Vendor Signed_25300647--BW

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300647 PROJECT #: _____ BID/RFP/RFQ#: 25-055

Project Name / Contract Description: Real Estate Services Contract Award

Name of Contractor: Stateside Real Estate Services

CONTRACT TOTAL VALUE: $ 111,000 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

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

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

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

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

Stateside Real Estate Services has been pre-qualified through the IDIQ Process. This is a Not to Exceed Contract.

Project Budget Northeast Trunkline PH 4: $38,465.35 (Project Fund Available: $25,584,942)- WW1700003 SCWOC-Land; College Heights Rehab PH 1: $16,485.15 (Project Fund Available: $8,044,697)- WA2302-WTWOC-LAND;

College Heights Rehab PH 2: $10,990.10 (Project Fund Available:$8,044,697)- WA2302-WTWOC-LAND; William D Fitch Culvert: $19,782.18 (Project Fund Available: $6,873,556)- ST2001-LAND; Alum Creek Trunk Line: $21,980.20

(Project Fund Available:$10,003,394)- WW2301 SCWOC-LAND; Midtown COCS Property: $3,297.03 (Operating Budget Available: $11,290) - 10010170 5303

*(If required)**

CRC Approval Date*: n/a **Council Approval Date*:** 8.14.25 **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 — 8/7/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 8/7/2025
ASST CITY MGR – CFO — DATE

_____ — _____
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

_____ — _____
CITY MANAGER — DATE

n/a — _____
MAYOR (if applicable) — DATE

n/a — _____
CITY SECRETARY (if applicable) — DATE

9.12.23 UPDATED

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and Stateside Right of Way Services, LLC., a Texas Corporation (the "Consultant"), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I
SCOPE OF SERVICES

1.01 This Contract is for Real Estate Services (the "Project"). The scope and details of the work to be provided to the City by Consultant are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Consultant agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Consultant agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Consultant. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

ARTICLE II
PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all services to be performed under this Contract may not, under any circumstances, exceed One Hundred Eleven Thousand **AND** NO **/ 100 DOLLARS** ($111,000.00**).**

ARTICLE III
CHANGE ORDERS

3.01 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City's Project Manager.

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

(b) When the original contract amount plus all change orders is 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.
All work completed no later than December 31, 2027

- 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 namedin 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: Brett Cast
P.O. Box 9960
College Station, Texas 77842

CONSULTANT:

Stateside ROW Svc. LLC.
Attn: Diane Valek
3010 LBJ Freeway, Ste 1490
Dallas, TX 75234

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

STATESIDE RIGHT OF WAY SERVICES, LLC.

By: Diane Valek
Printed Name: Diane Valek
Title: President
Date: 8/7/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: 8/7/2025

Exhibit A
Scope of Services

To provide acquisition and title curative on City projects, as listed below.

- Northeast Trunk Line Ph 4
  - o 3-4 parcels
- College Heights Rehab Ph 1
  - o 3+ parcels
- College Heights Rehab Ph 2
  - o 2 parcels
- WD Fitch Culverts
  - o 6+ parcels
- Alum Creek Trunk Line
  - o 4 parcels
- Midtown COCS Property
  - o pipeline easement curative

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 $ N/A 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 ($ 111,000.00).

☑ 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.

-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:

Exhibit C
Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2025

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	CONTACT NAME: Beverly Uzzell	
Insurance One Agency, L.C. P.O. Box 7730 Tyler, Texas 75711	PHONE (A/C, No, Ext): (903)833-6088	FAX (A/C, No): (904)526-0305
	E-MAIL ADDRESS: buzzell@insuranceoneagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Western Insurance	10804
INSURED	INSURER B :	
STATESIDE RIGHT OF WAY SERVICES LLC 3010 LBJ FREEWAY, SUITE 1490 DALLAS, TEXAS 75234	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2492714785 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPA4799616-16	10/24/2024	10/24/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CPA4799616-16	10/24/2024	10/24/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CPA4799616-16	10/24/2024	10/24/2025	EACH OCCURRENCE AGGREGATE FOLLOW FORM	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Certificate Holder includes the City of College STation, its officials, agents, employees, and volunteers.

The general liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver of subrogation endorsement to the Certificate Holder as required by written contract.

CERTIFICATE HOLDER

City of College Station
P O Box 9960
College Station, TX 77842-9960

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

Derwood Phillips/BAU1 Derwood Phillips

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COMMENTS/REMARKS

The general liability policy has a blanket Primary & Non-Contributory endorsement that affords coverage to the Certificate Holder as required by written contract.

The excess/umbrella policy is follow form.

The general liability and excess/umbrella policies provide a Thirty (30) day Notice of C ancellation in favor of the Certificate Holder.

COPYRIGHT 2000, AMS SERVICES INC.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2025

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 Aon Risk Services, Inc. of Florida 4010 W. Boy Scout Boulevard, Suite 200 Tampa, FL 33607 www.aon.com	**CONTACT NAME:** Spirit HR Risk Management **PHONE (A/C, No, Ext):** 405-951-5300 **FAX (A/C, No):** **E-MAIL ADDRESS:** certs@spirithr.com
INSURED Spirit Human Resources, LLC 3817 NW Expressway Suite 400 Oklahoma City OK 73112	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** State National Insurance Company, Inc. — 12831 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 86059941 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AMX-601-0001-006	12/22/2024	10/1/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project /Job#: Project/Job: - ,
PEO Client Name: Stateside Right of Way Services, LLC PEO Client ID#: 271
Main Location: 3010 LBJ Fwy, Ste 1490 Add't Locations: see page 2
Workers' Compensation coverage is provided for only co-employees of, but not subcontractors to Stateside Right of Way Services, LLC

CERTIFICATE HOLDER

City of College Station
P.O. Box 9960
College Station TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David E. Carothers

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services, Inc. of Florida	Spirit Human Resources, LLC 3817 NW Expressway Suite 400 Oklahoma City OK 73112
POLICY NUMBER	
AMX-601-0001-006	
CARRIER / **NAIC CODE**	
State National Insurance Company, Inc. / 12831	**EFFECTIVE DATE:** 12/22/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City of College Station
ADDRESS: P.O. Box 9960 College Station TX 77842

Workers' Compensation coverage is provided for only co-employees of, but not subcontractors to Stateside Right of Way Services, LLC. located at:

Named Insured: Spirit Human Resources LLC
Policy #: AMX-601-0001-006
Additional locations:
12830 Willow Center Dr, Ste A, Houston, TX 77066
6276 W Adams Ave, Temple TX 76502
3901 W Pioneer Pkwy, Arlington, TX 76063
6115 New Copeland Rd, Ste 140, Tyler, TX 75703
2120 Prairie DR, Ste 504, Prosper, TX 75078

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ATTACHMENT

August 14, 2025
Item No. 6.5.
Park Shop Cameras

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on purchasing services for the installation of cameras for Parks buildings from The Personal Computer Store, Inc., dba Avinext in the amount of $185,106.21.

Relationship to Strategic Goals:
Core Services & Infrastructure

Recommendation(s): CIO recommends approval

Summary: As the Parks Department continues to grow, city staff have noticed the need for cameras to protect buildings and equipment. Currently, none of the seven facilities are equipped with camera surveillance, leaving them without 24/7 monitoring capabilities. Installing a surveillance system will help prevent future incidents, ensuring the protection and proper usage of equipment and resources.

To address this issue, a comprehensive surveillance system is proposed for installation at the following Parks Shops locations: Central Shop, Forestry Building, Southwood, Wayne Smith, City Cemetery, Veteran's Park, and Aggie
Memorial Cemetery. The system aims to deter unwanted activity, safeguard public assets, and support incident investigations.

The total equipment cost is $149,226.21, with labor for installation estimated at $35,880.00. This initiative reflects a proactive step toward enhancing facility security and protecting city resources.

Budget & Financial Summary: Funds are available in the Parks department of the General Fund.

Attachments:
1. Contract

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 25300622 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Install Additional Avigilon Units to City's Camera System

Name of Contractor: The Personal Computer Store dba Avinext

CONTRACT TOTAL VALUE: $ 185,106.21 **Grant Funded** Yes ☐ No ☐
If yes, what is the grant number: ☐

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

■ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

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

TIPS contract number 250106

Funding account is:10011140-5725

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 8/14/2025 **Agenda Item No*:** N/A

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

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

SIGNATURES RECOMMENDING APPROVAL

Sam Rivera — 7/26/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 7/29/2025
ASST CITY MGR – CFO — DATE

Aaron Longoria — 7/29/2025
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

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

CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "City"), and **The Personal Computer Store, Inc. dba Avinext** (the "Contractor"), for the following work: Install additional Avigilon Units to City's Camera System as described in the Scope of Services attached as **Exhibit "A".**

ARTICLE I
PAYMENT AND TERM

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed One Hundred Eighty-Five Thousand One Hundred Six **and** 21 **/100 Dollars** (**$** 185,106.21).

1.02 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.03 City's Payment and Approval. The City will pay Contractor as shown in **Exhibit "B"** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City's approval of the services.

☑ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates: 6 months from final execution date of contract .

OR

☐ **1.04 Term.** The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

1.05 Executed Contract. The "Notice to Proceed" will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

ARTICLE II
CHANGE ORDERS

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

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

(b) **City Council Approval.** When the original contract amount plus all change orders is greater than $100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed $50,000. For such contracts, when a change order exceeds $50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.

(c) **Increase in Scope**. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount named in Article II of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

(d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.01 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.02 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for 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. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV
INSURANCE

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

4.02 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are as set forth below. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit C.**

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

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

(a) Commercial General Liability;
(b) Business Automobile Liability; and
(c) Workers' Compensation/Employer's Liability.

4.04 General Requirements Applicable to All Policies. The following General requirements applicable to all policies:

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

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

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

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

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

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

4.05 Commercial General Liability. The following Commercial general Liability requirements shall apply:

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

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

(c) Limits of liability must be equal to or greater than $500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $1,000,000.00. Limits shall be endorsed to be per project.

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

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

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

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

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

(c) Combined Single Limit of Liability not less than $1,000,000 per occurrence for bodily injury and property damage.

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

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

4.07 Workers' Compensation/Employer's Liability Insurance. Workers Compensation/Employer's Liability insurance shall include the following terms:

(a) Employer's Liability minimum limits of liability not less than $500,000 for each accident/each disease/each employee are required.

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

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

ARTICLE V
INDEMNIFICATION AND RELEASE

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

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

ARTICLE VI
GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

6.02 Termination. Either Party may terminate the Project and this Contract, at any time, for any reason or no reason, upon at least thirty (30) days advance, written notice given to the other Party. In the event of such termination (which shall be effective 30 days after such written notice), the

Contractor shall cease work immediately and the City shall pay Contractor for the work or services performed and expenses incurred before the effective date of termination.

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

6.04 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

6.05 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.06 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

6.07 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

6.09 Invalid Provisions. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

6.10 Entire Contract. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

Contractor and City agree and understand that City is a political subdivision of the State of Texas, and as such is subject to certain laws that may conflict with some or all of the documents provided by Contractor as presented and/or as modified, including exhibits hereto. In such event, the applicable law shall apply and the terms of this document shall prevail and not any exhibits provided by Contractor. In the event of a conflict between the terms and conditions of this Agreement with

one or more of the terms and conditions of the exhibits hereto, the provisions of this Agreement and not the conflicting exhibit shall prevail. It is expressly understood and agreed that no other consideration is being provided by City to Contractor other than the monetary amount referenced elsewhere in this Agreement in conjunction with any schedules attached hereto; that there shall be no waivers of immunity, no limitations of remedies, and no modifications of the terms of the Contract other than as allowed in the section setting forth how this Agreement may be modified or otherwise amended or changed.

6.11 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.12 Effective Date. This Contract goes into effect when duly approved by all the parties hereto.

6.13 Notice. Any official notice under this Contract will be sent to the following addresses:

City of College Station	**The Personal Computer Store, Inc. dba Avinext**
Attn: Iroshi Price	Attn: John Crockett
PO BOX 9960	1400 University Drive East
1101 Texas Ave	College Station, TX 77842
College Station, TX 77842	crockett@avinext.com
iprice @cstx.gov	

6.14 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.15 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

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

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

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

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

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

List of Exhibits

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

THE PERSONAL COMPUTER STORE, INC. dba AVINEXT

By: John Crockett

Printed Name: John Crockett

Title: Chief Operating Officer

Date: 7/23/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Aaron Longoria
City Attorney
Date: 7/29/2025

_____
Assistant City Manager/CFO
Date: 7/29/2025

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

See attached proposal...

Avinext

YOUR TECHNOLOGY SOLUTIONS COMPANY

IT - Security - AV

Proposal

Parks Buildings Cameras

City of College Station

1101 Texas Avenue
College Station, TX 77840

Presented to: **Iroshi Price**

Presented by: **Jonathan Reed**
On 5/13/2025

Avinext

Your Technology and Managed Service Solution

With Avinext on your side, you receive the same knowledge, level of expertise, and impeccable service you might experience with providers from larger cities but with the friendliness of home—and all with faster response times.

Our Difference

PEOPLE

Our experienced and courteous Avinext professionals always put the customer first and become a vital part of your team. If you are not completely satisfied with our solutions, we WILL make it right!

EXPERTISE

For more than 35 years, our highly trained staff has provided unmatched technology expertise, striving to stay ahead of innovation so our customers always have access to the latest and greatest solutions.

APPROACH

We clearly communicate every solution we recommend, but only after we take the time to fully understand your business. We won't use any confusing jargon or hard-sell tactics, so you can be sure your service meets your specific needs.

Our Proven Process

COMPLIMENTARY CONSULTATION

Avinext learns more about your specific business, your challenges, and your objectives.

ASSESSMENT

Our experts conduct a comprehensive assessment to identify needs and opportunities.

PROPOSAL

Our proposal includes cost estimates, scope of work, and course of action.

EXECUTION

Implementation of the agreed upon plan.

ONGOING SUPPORT

We continue to care for and nurture your solution to minimize downtime and keep your business running at peak performance.

Repeat!

Why Us

OUR SOLUTIONS

Avinext solutions are tailored to your specific needs, whether you need a short-term audio-visual, security, or IT networking and infrastructure project or long-term managed services, we have the right solution for you.

IT

First class technology services with multiple options to remotely monitor IT infrastructure and end-user systems on a proactive basis.

SECURITY

Stay at the forefront of technology innovation with world-class security for equipment, for customized video, and access control management.

AV

Truly connect, whether reaching 1,000 people or one-on-one. Avinext provides AV solutions for a wide range of audiences and environments.

1400 University Drive East
College Station, Texas 77840

979-846-9727
Sales@Avinext.com

Scope of Work

COCS Park Buildings Camera adds

This proposal is for the City of College Station Parks Department, presented by Avinext. The goal for this project is to add security cameras to seven different locations. The camera types by location and general coverage goals are covered in the Scope of Work below.

At this time of budget proposal presentation, only site maps have been provided to Avinext for two of the locations: Central Park (two new buildings) & Memorial Cemetery Shop. Additional camera coverage maps will need to be generated by Avinext during project final design.

Final Design Camera Review

- During project final design, the camera coverage maps generated for all locations will be reviewed with the city prior to Avinext installation
- Additional camera views requested that are not included in this Scope of Work are subject to change orders with that new project expense being billed to the customer
- Required mounting hardware to be determined and subject to pricing change after the final walk.

Inclusions:

All cabling and hardware for a functioning system
Enterprise Licensing

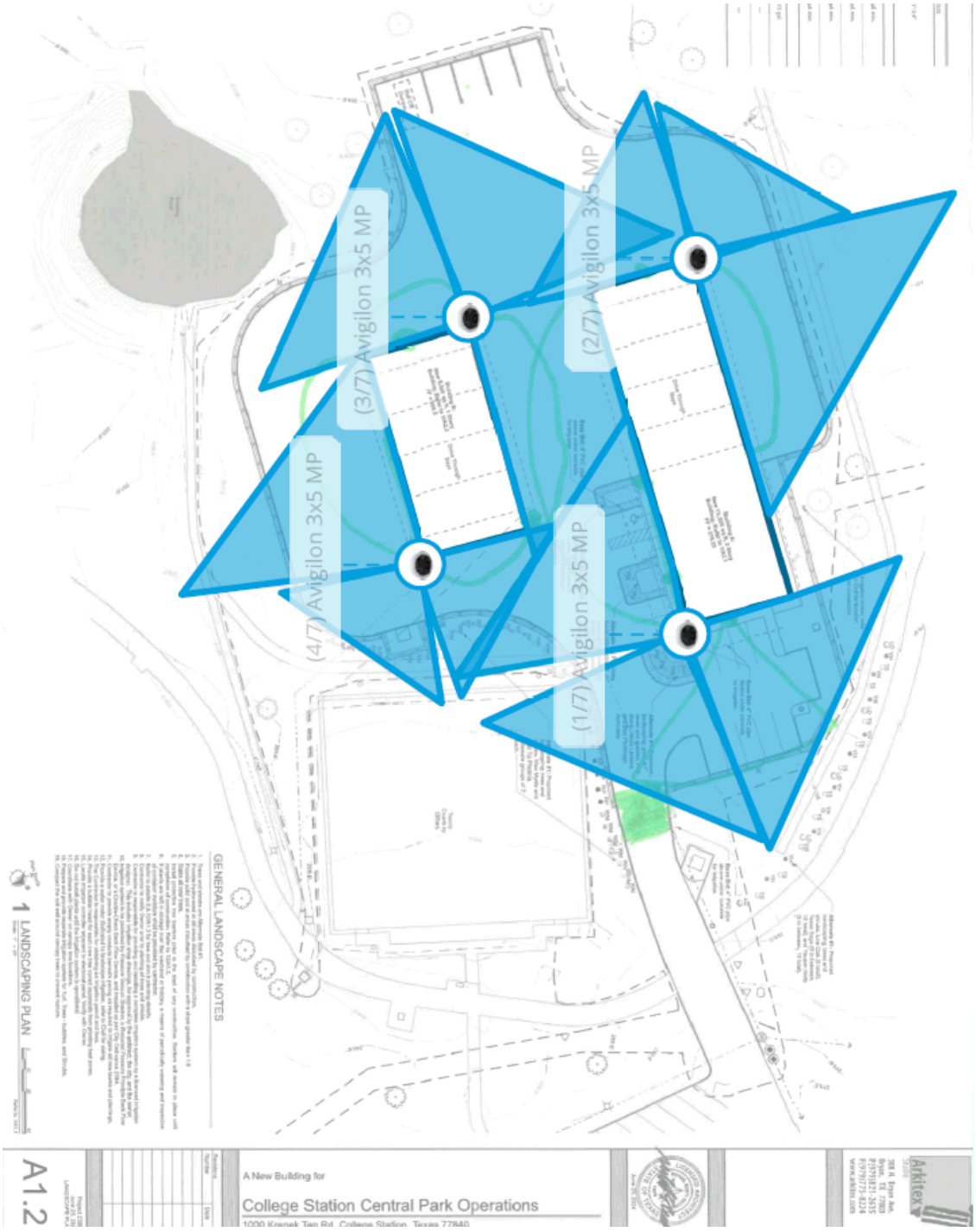
Customer Responsibilities:

- Provide and install square pole and conduit pathway for Wayne Smith location
- Determine location and provide rack space, data connection, network information and power for new server
- Ensure all locations can communicate over the owner's network back to the host Avigilon Server
- Clear shrubbery blocking view at Forestry building
    - *This note is from 2023, and additional locations may be required when cameras go live. It will be an owner responsibility to clear trees/shrubbery blocking camera views*

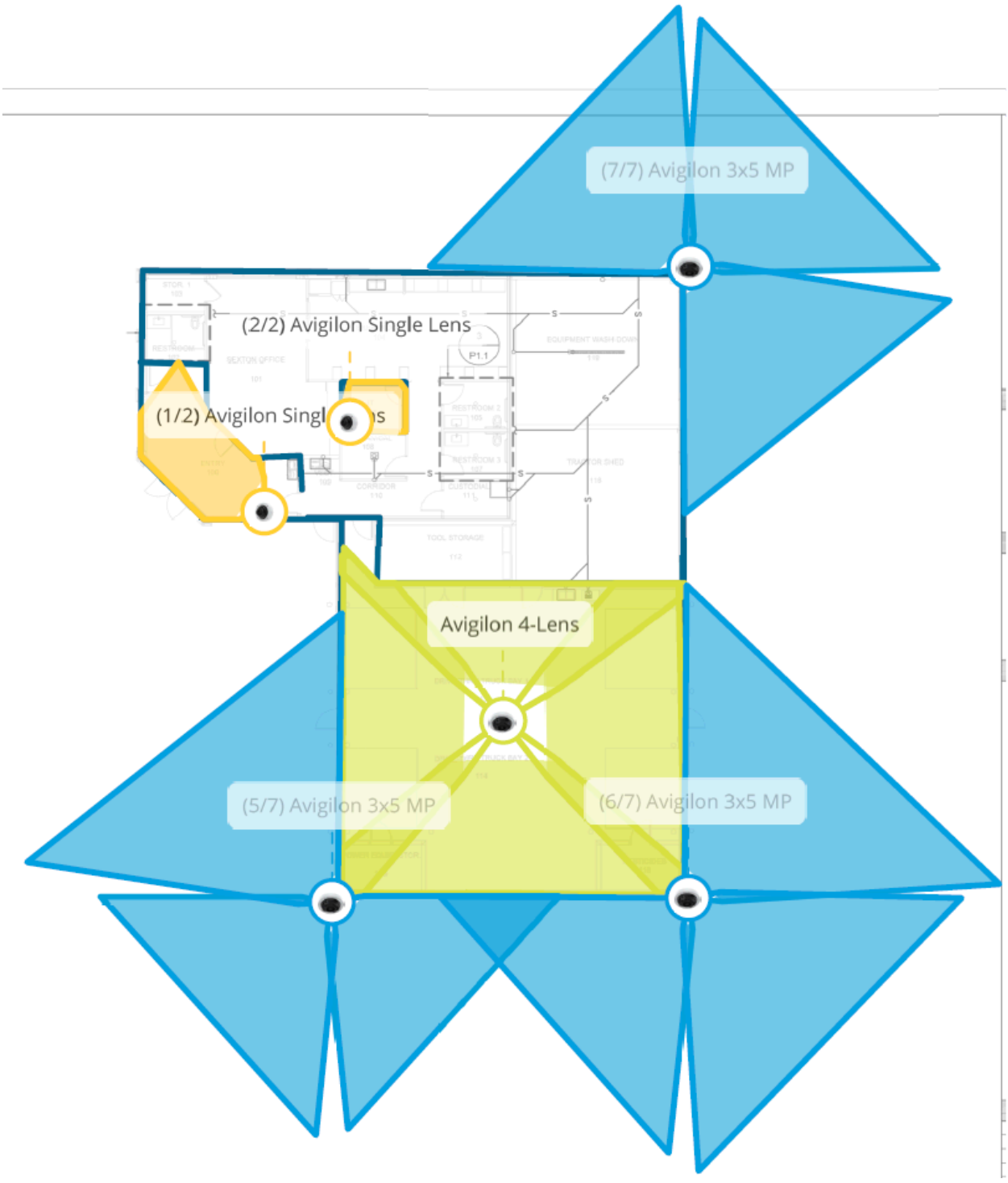
Scope of work: (2-4 week duration)

1. Add server to designated location (TBD) for Parks cameras
    a. To be verified with customer. One server is included for all locations
2. Central Shop (Two New buildings)
    a. Add Four 270 view 3-Lens cameras on exterior corners
3. Forestry Building
    a. Add one Single lens camera watching back hallway door interior
    b. Add one 360 4-lens camera interior pole mounted
    c. Add two 180 2-lens cameras at front and rear of building
    d. Add one single lens at rear exterior corner viewing new road.
        i. Shrubbery blocking view to be removed by owner
4. Southwood
    a. Add two 180 2-lens cameras at front and rear
    b. Add one 360 4-lens camera interior pole mount
5. Wayne Smith
    a. Add two 180 2-lens cameras at front and rear exterior
    b. Add two 180 2-lens cameras on either side of interior bay
    c. Add single lens watching vehicle gate mounted on pole
        i. Square pole and conduit pathway provided by owner
6. City Cemetery
    a. Add one Single lens at corner viewing drive, vehicle and man doors.
    b. Add one180 2-lens camera on back building
    c. Add one single lens interior viewing the man door.
7. Veterans Park
    a. Add one single lens camera viewing front doors
    b. Add one single lens camera viewing rear entrance and gate man door
    c. Add two 360 4-lens cameras interior
    d. Add one 270 3-lens camera on rear corner
8. Aggie Memorial cemetery
    a. Add one interior 360 4-lens in bay area
    b. Single one interior single lens camera in viewing lobby
    c. Add one interior Single lens in IT closet
    d. Add one 270 3-lens camera on exterior corner viewing drive
    e. Add one 270 3-lens camera on rear exterior corner viewing drive, lot and rear.
    f. Add one 270 3-lens camera on rear exterior corner viewing side, lot and rear.

Central Park Shop



Memorial Cemetery Shop



Avinext

AV SAVVY. NETWORK SMART.

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

Quotation

Quote #	Date
212015	05/13/25

Sales Rep

Jonathan Reed
979-595-2798 Ext.
reed@avinext.com

For	Phones
Iroshi Price City of College Station P.O. Box 9973, 1101 Texas Ave College Station, TX 77842 United States	

PO #	Terms	Ship Date	Ship Via
	Net 30 days	5/13/2025	Will Call STD

	Part	Description	Qty	List Price	Contract Price	Ext. Price
1	COMTIPS10	TIPS Contract 250106 Technology Solutions, Products and Services	1	$0.00	$0.00	$0.00
2	15C-H5A-3MH	Avigilon 15C-H5A-3MH 3X5MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	17	$2,304.00	$2,073.60	$35,251.20
3	32C-H5A-4MH	Avigilon 32C-H5A-4MH 4X8MP; WDR; 360 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	5	$3,166.00	$2,849.40	$14,247.00
4	4.0C-H6A-D1-IR	Avigilon 4.0C-H6A-D1-IR 4MP H6A Indoor IR Dome Camera with 4.4-9.3mm Lens	3	$1,266.48	$1,139.83	$3,419.49
5	4.0C-H6A-DO1-IR	Avigilon 4.0C-H6A-DO1-IR 4MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens	3	$1,451.10	$1,305.99	$3,917.97
6	8.0C-H6A-D1-IR	Avigilon 8.0C-H6A-D1-IR 8MP H6A Indoor IR Dome Camera with 4.4-9.3mm Lens	2	$1,662.11	$1,495.90	$2,991.80
7	8.0C-H6A-DO1-IR	Avigilon 8.0C-H6A-DO1-IR 8MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens	1	$1,846.72	$1,662.05	$1,662.05
8	CRNMT-1001	Avigilon CRNMT-1001 CORNER MNT FOR LRGE PENDT WLMT-1001	8	$145.00	$130.50	$1,044.00
9	H4AMH-AD-CEIL1	Avigilon In-Ceiling Adapter for H4 Multisensor	2	$177.00	$159.30	$318.60
10	H5AMH-AD-PEND1	Avigilon H5AMH-AD-PEND1 Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	20	$199.28	$179.35	$3,587.00
11	H5AMH-DO-COVR1	Avigilon H5AMH-DO-COVR1 Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor	10	$199.28	$179.35	$1,793.50
12	H5AMH-DO-COVR1-SMOKE	Avigilon H5AMH-DO-COVR1-SMOKE Dome bubble and cover; for outdoor surface mount or pendant mount; smoked. For use with the Avigilon H5A Multisensor	12	$199.28	$179.35	$2,152.20
13	H6A-MT-NPTA1	Avigilon H6A-MT-NPTA1 Pendant adapter; NPT; H6A	1	$60.00	$54.00	$54.00
14	NPTA-1001	Avigilon NPTA-1001 1.5 inch NPT Adapter for Large Pendant Mount Camera	1	$65.67	$59.10	$59.10
15	NVR6-PRM-FORM-D-120TB-S22-NA	Avigilon NVR6-PRM-FORM-D-120TB-S22-NA NVR6 PRM FORM D 120 TB 2U Rack Mnt; WS22; 5Y Onsite 4HMC; NA	1	$54,953.00	$49,457.70	$49,457.70
16	PLMT-1001	Avigilon PLMT-1001 POLE MOUNT FOR LRGE PENDT WLMT-1001	3	$115.00	$103.50	$310.50

	Part	Description	Qty	List Price	Contract Price	Ext. Price
17	UNITY8-ENT	Avigilon UNITY8-ENT Unity Enterprise camera channel	31	$316.51	$284.86	$8,830.66
18	WLMT-1001	Avigilon WLMT-1001 Wall Mount for large pendant camera	18	$121.32	$109.19	$1,965.42
19	WLMT-1021	Avigilon WLMT-1021 Mount; Pendant Arm; 20cm Long; 1.5 NPT	2	$105.00	$94.50	$189.00
20	HDWMOUNT	Mounting Hardware	1	$4,526.02	$4,526.02	$4,526.02
21	SER100014	Avinext Project Manager	60	$125.00	$125.00	$7,500.00
22	SER10009	Avinext Lead A/V Designer	16	$160.00	$160.00	$2,560.00
23	SER500511	Avinext CAD Drafter	40	$105.00	$105.00	$4,200.00
24	SER502015	MSP Platinum Billable Service	188	$95.00	$95.00	$17,860.00
25	SHP10010	Freight	5	$500.00	$500.00	$2,500.00
26	REN10022	Boom Lift	24	$300.00	$300.00	$7,200.00
27	CMA115	Chief CMA115 CMA-115 FLAT CEILING PLATE	1	$79.00	$59.25	$59.25
28	CMS018	Chief CMS018 FIXED PIPE 18"	1	$60.00	$45.00	$45.00
29	760092379	Commscope Cat 6a jacks Orange	93	$23.61	$18.89	$1,756.77
30	CMP-00424X10D-10BU08	UN874015814/10 - Uniprise®, Cat 6A, 23 AWG, U/UTP, Solid, 8-Conductors, Twisted Pair Cable 1000 ft., Orange	4	$1,554.39	$1,243.51	$4,974.04
31	CO199K2-06F003	Copper Patchcord, Cat 6A, Commercial, MINO6A U/UTP 28AWG, REDUCED DIAMETER LS-CM 4 PAIR, ORANGE 3FT	31	$22.08	$17.66	$547.46
32	760248521	Surface Mount Outlet Box, Cat 3, White, No, High-Impact, Flame Retardant, Thermoplastic, Surface, 1 Gang, 1 Port, WxHxD: 1.23 x 1.33 x 2.76 in., Flat	31	$5.10	$4.08	$126.48

SubTotal	$185,106.21
Sales Tax	$0.00
Shipping	$0.00
Total	**$185,106.21**

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

Avinext

Avinext Limited Installation Warranty

Avinext warrants labor for 30 days starting at substantial completion unless stated otherwise on the original invoice or Statement of Work. This warranty covers all equipment sold and installed by Avinext as part of the original installation. The limited warranty covers parts, labor, and standard shipping required to return the system to proper working condition. Extended warranty may be purchased and will be indicated on the original invoice or Statement of Work if applicable.

THE LIMITED WARRANTY COVERS THE FOLLOWING

- Improper workmanship directly associated with the installation of equipment by Avinext personnel
- Premature failure of equipment due to normal operation (as determined by Avinext and/or the manufacturer)

THE LIMITED WARRANTY DOES NOT COVER THE FOLLOWING

- Consumable items such as batteries
- Ground loop problems caused by faulty or dirty power
- Routine maintenance as recommended by the manufacturer or as conditions require
- Programming changes
- Firmware or software updates made available by the manufacturer after the original installation
- Requests for service due to operator error
- Service required as a result of negligence, misuse, or attempted repairs by anyone other than Avinext or the manufacturer
- Connections or dis-connections made by others
- Removal or reinstallation of equipment
- Damage caused by lightning, electrical surges, brownouts, overloaded circuits, or acts of God

The warranty statement above describes the Avinext Limited Installation Warranty and begins at substantial completion. However, this warranty does not change or modify the manufacturer's warranty in any way. Consult the owner's manual for details about the manufacturer's limited warranty.

For incidents where warranty status can only be determined by a service visit, Avinext will send a technician onsite to diagnose the problem.

If the problem is determined to be a non-warranty issue, Avinext will inform client of warranty status, seek authorization to proceed on billable work, and the customer will be responsible for paying for the initial service event to diagnose the problem regardless of whether they chose to repair the system. Avinext will require written authorization (and a PO if applicable) to complete the service work for problems deemed non-warranty. Standard service and travel rates apply. Avinext will make a best effort to restore system functionality as quickly as possible.

OWNER FURNISHED EQUIPMENT

If owner is providing equipment (racks, furniture, electronics, etc.) to Avinext for installation, owner agrees to have equipment delivered to site or other agreed upon location in advance of commencement of work.

Failure to provide equipment in a timely manner may result in delays to the project schedule and completion.

WORKSITE RESPONSIBILITIES

Provide access to the work site during agreed upon times for work to be performed Monday thru Friday from 8am to 5pm.

Ensure that during agreed upon work times, client shall provide keys, ID badges, security clearance, parking, and access to loading docks as may be required by Avinext.

Client understands that if work is stopped at their request that it may result in changes to project schedule or result in rescheduling of the project.

Client shall inform Avinext of any work areas where it has knowledge or reason to believe that facility may have hazardous materials such as Asbestos, Lead, or PCB's.

ELECTRICAL, DATA, FIRE ALARM AND TELECOM PROVISIONS

Client acknowledges that Avinext is not a certified electrician and will not provide any electrical wiring and/or connections. All power connections will be the responsibility of owner unless otherwise specified in the scope of work. It is recommended to have security controllers directly wired to a circuit with battery backup.

Client also agrees to provide necessary Data, CATV, and/or Telecom connections required to connect to equipment as necessary, including switch ports and POE capacity.

Client is responsible for coordination with customer's Fire Alarm vendor for any code required system integration to fire alarm system and to have Fire Alarm vendor present for any required AHJ inspections.

Client is responsible for any required programming of client's existing phone system to integrate with Avinext installed systems.

PROJECT MANAGEMENT PROCESS

Changes are a common occurrence in any project. However, if not managed properly changes can create problems for both the client and Avinext. Common problems caused by changes are project delays, unanticipated cost increases, prolonged construction in work areas, reduced testing and training opportunities, etc.

Unless specifically defined in the Statement of Work, it is agreed that e-mail will serve as the preferred method for all communication relating to this project.

Client agrees to involve necessary personnel from their organization in the planning phases to ensure that sufficient input is gathered up front and incorporated into a final design.

Prior to acceptance of the scope of work, owner will identify a project manager to be a liaison between Avinext and owner's organization.

Client agrees that it is in everyone's best interest if communication between the parties is channeled through the designated Avinext project manager to avoid miscommunications between client, owner, and contractor.

Any changes requested by client shall be communicated via a written change order request by e-mail and said changes are not considered to be accepted until the designated Avinext contact has responded in writing, and any price changes or changes to the scope of work have been signed by both parties.

Client agrees that Avinext installation personnel will NOT be asked to change or modify the project while they are working onsite. Avinext installation personnel are NOT authorized to implement changes and have specifically been instructed not to do so.

Avinext

How to Get Service

CONTACT
Service Department

(979) 846-9727, option 1
Ticket@Avinext.com

Service Request

Please include the following information in your service request to expedite the processing of service:

1. **PRIMARY CONTACT**
   name, number and email
2. **EQUIPMENT MODEL**
   and serial number
3. **ORGANIZATION**
   or department name
4. **DETAILED PROBLEM DESCRIPTION**
   including what you were doing when the issue occurred
5. **ROOM AVAILABILITY**
   and contact for the facilities coordinator to expedite scheduling and ensure access to the equipment
6. **LOCATION**
   including building/room number and/or physical address

EXHIBIT B
PAYMENT SCHEDULE

☐ The Contractor must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

☑ Payment is a fixed fee in the amount named in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule named below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

See attached proposal...

EXHIBIT C
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2025

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 ANCO Insurance PO Box 3889 Bryan TX 77805	**CONTACT NAME:** Dottie Vandagriff **PHONE (A/C, No, Ext):** 979-774-6277 **FAX (A/C, No):** 979-774-5372 **E-MAIL ADDRESS:** vandagriff@anco.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : The Travelers Indemnity Compan — 25658
INSURED PERSCOM-02 The Personal Computer Store, Inc. dba Avinext 1400 University Drive East College Station TX 77840-2335	**INSURER B :** Travelers Property Casualty Co — 36161
	INSURER C : The Travelers Indemnity Compan — 25666
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1118121766 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ZLP41M7047725I5G	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA1L88862025I5G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			CUP3L86690025I5	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB0J58158A25I5G	1/1/2025	1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			ZPL21N8489925I5G	1/1/2025	1/1/2026	Cyber Liability	$1,000,000

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

Quote 212015-A Parks Building Design
General Liability Coverage Form CGT1000219 Xtend Endorsement for Technology Form CGD4170219 Business Auto Extension Endorsement Form CAT3530215 Texas Waiver of Our Right to Recover from Others Endorsement Form WC420304(B)-001 Designated Person or Organization-Notice of Cancellation Provided by Us 30 Day Form ILT4050519 Earlier Notice of Cancellation/Nonrenewal Provided by Us-Texas Form CAF0850215 Earlier Notice of Cancellation or Nonrenewal by Us Endorsement Form WC9906Q1(00)
Designated Insured for Covered Autos Liability Coverage-Primary and Non-Contributory with Other Insurance Form CAT4420216

CERTIFICATE HOLDER

City of College Station
Attn: Risk Management
P. O. Box 9960
College Station TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: BA-1L888620-25-I5-G

COMMERCIAL AUTO
ISSUE DATE: 12-05-24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

CITY OF COLLEGE STATION ATTN: RISK MANAGEMENT P. O. BOX 9960 COLLEGE STATION, TX 77842

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5., Other Insurance**, in **B., General Conditions**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

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

b. This insurance applies to "bodily injury" and "property damage" only if:

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

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

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

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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

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

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

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this sub-paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or sub-contractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

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(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

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

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any pre-arranged racing, speed, demolition, or stunting activity.

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i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a), (b),** or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** - Limits Of Insurance.

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COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

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

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

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(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1), (2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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n. Pollution-Related

Any loss, cost or expense arising out of any:

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

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice,

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policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a), (b),** or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

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d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverages - Coverage **A** - Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** - Coverages - Coverage **B** - Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

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SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stock-holders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

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(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

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a. The limits of insurance provided to such equipment less or will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** - Who Is An Insured.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

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a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

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However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** - Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** - Limits of Insurance applies because the Amendment - Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** - Who Is An Insured, except when Paragraph **d.** below applies; or

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(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** - Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

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b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "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 "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

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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", "property damage" or "personal injury" 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 a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) 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; or

(3) 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 **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

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(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph **2.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

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But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

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28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft - 75 Feet Long Or Less

B. Who Is An Insured - Unnamed Subsidiaries

C. Who Is An Insured - Employees - Supervisory Positions

D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement.

G. Blanket Additional Insured - Broad Form Vendors

H. Blanket Additional Insured - Controlling Interest

I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations

L. Medical Payments - Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability - Railroads

O. Damage To Premises Rented To You

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PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II - WHO IS AN INSURED:**

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED:**

Paragraphs **(1)(a), (b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II - WHO IS AN INSURED:**

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED:**

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

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Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

1. The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition

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operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II - WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED - MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

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b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III - LIMITS OF INSURANCE:**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE – GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

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

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: UB-0J58158A-25-I5-G

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

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

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

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

4. Advance Premium: $ **SEE SCHEDULE**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. | Endorsement No.
Insured | Premium

Insurance Company | Countersigned by_____

DATE OF ISSUE: 12-05-24 ST ASSIGN:

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POLICY NUMBER: ZLP-41M70477-25-15 ISSUE DATE: 12/05/24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

Cancellation: **Number of Days Notice: 30**

Person or organization:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

Address:

The address for that person or organization included in such written request from you to us.

80007 000045 005495 XGEFCF01 24341

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – TEXAS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

CANCELLATION:	Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice: 30

PROVISIONS:

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 07 20 (00)

POLICY NUMBER: UB-0J58158A-25-I5-G

TEXAS EARLIER NOTICE OF CANCELLATION OR NONRENEWAL ENDORSEMENT

If we cancel or do not renew this policy, we will mail via certified mail or deliver to you in person written notice stating when such cancellation or nonrenewal is to take effect. Mailing notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to provide notice. We will mail or deliver that notice:

a. At least ten days before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for nonpayment of premium; or

b. At least the number of days shown in the Schedule before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for any other reason.

Notwithstanding the provisions above, in no event will the number of days advance notice for cancellation or nonrenewal be fewer than the number of days required by Texas law.

SCHEDULE

NUMBER OF DAYS 30

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium $
Insurance Company	Countersigned by _____	

DATE OF ISSUE: 12-05-24 ST ASSIGN: Page 1 of 1

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August 14, 2025
Item No. 6.6.
Greens Prairie Reserve on-street parking removal

Sponsor: Carl Ahrens, Staff Planner

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing on-street parking for sections of Agarita Court, Coral River Road, Crossvine Lane, Dandelion Court, Lantana Way, Legendary Drive, Oldham Oaks Avenue, Rivercane Court, Storyteller Court, and Sudden Breeze Drive.

Relationship to Strategic Goals:

- Core services
- Neighborhood Integrity
- Improving Mobility

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

Summary:
In September 2013, Council adopted an amendment to the Subdivision Regulations contained in the Unified Development Ordinance (UDO) by creating a section entitled "Single-Family Residential Parking Requirements for Platting." This section resulted from the efforts of a Joint Neighborhood Parking Task Force, consisting of Council and Planning and Zoning Commission members, which sought solutions to concerns regarding emergency access and on-street parking along residential streets. The section seeks to proactively limit potential issues by providing options for developers of new subdivisions to choose from a menu of residential parking options to include: providing wider streets, narrower streets, standard width streets with parking removal, wide lot frontages, visitor alley-fed off-street parking, or visitor parking areas.

The developer of phases 103, 104, 105, 301, 402, 404, and 601 of the Greens Prairie Reserve subdivision chose to construct standard-width residential streets and standard-width minor collectors and remove some on-street parking to comply with the Single-Family Residential Parking Requirements for Platting section. The no-parking signs were installed with the construction of the streets. The final plats for these Greens Prairie Reserve phases was approved by the Planning and Zoning Commission and has been filed for record at the Courthouse. This ordinance will formally implement the parking removal as proposed by the developer with the plat of the property.

The proposed ordinance provides no parking anytime around the cul-de-sac and the northwest side of Agarita Court, between Agarita Court and Legendary Drive on the east side of Coral River Road, between Oldham Oaks Avenue and Legendary Drive on both sides on Coral River Road, between Diamondback Drive and Dandelion Court on the east side of Crossvine Lane, around both cul-de-sacs on Dandelion Court and on the north and west sides of Dandelion Court, between Oldham Oaks Avenue and Storyteller Court on both sides of Lantana Way, between Terrapin Trail and Coral River Road on the west and southwest sides of Legendary Drive, between Crystal Ridge Court and Coral River Road on both sides of Oldham Oaks Avenue, around the cul-de-sac and traveling northeast of Coral River Road on the northwest side of Rivercane Court, around the cul-de-sac and traveling southwest of Coral River Road on the northwest side of Rivercane Court, around the cul-de-sac bulb only of Storyteller Court, and on the northwest side of Sudden Breeze Drive.

Budget & Financial Summary:

Attachments:

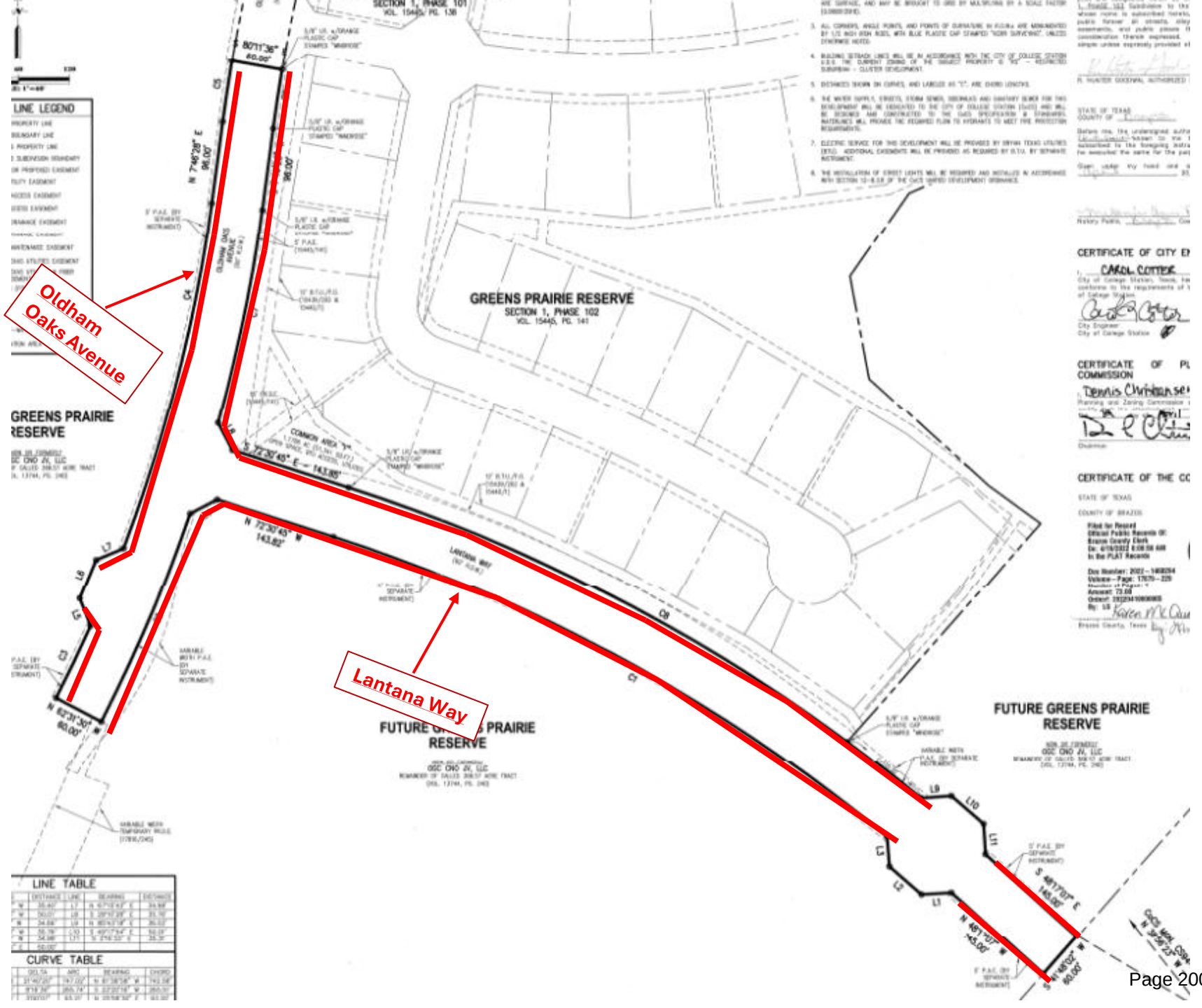
1. Greens Prairie Reserve On-Street Parking Removal
2. Greens Prairie Reserve Parking Ordinance Council

Greens Prairie Reserve On-Street Parking Removal

August 14th, 2025, City Council

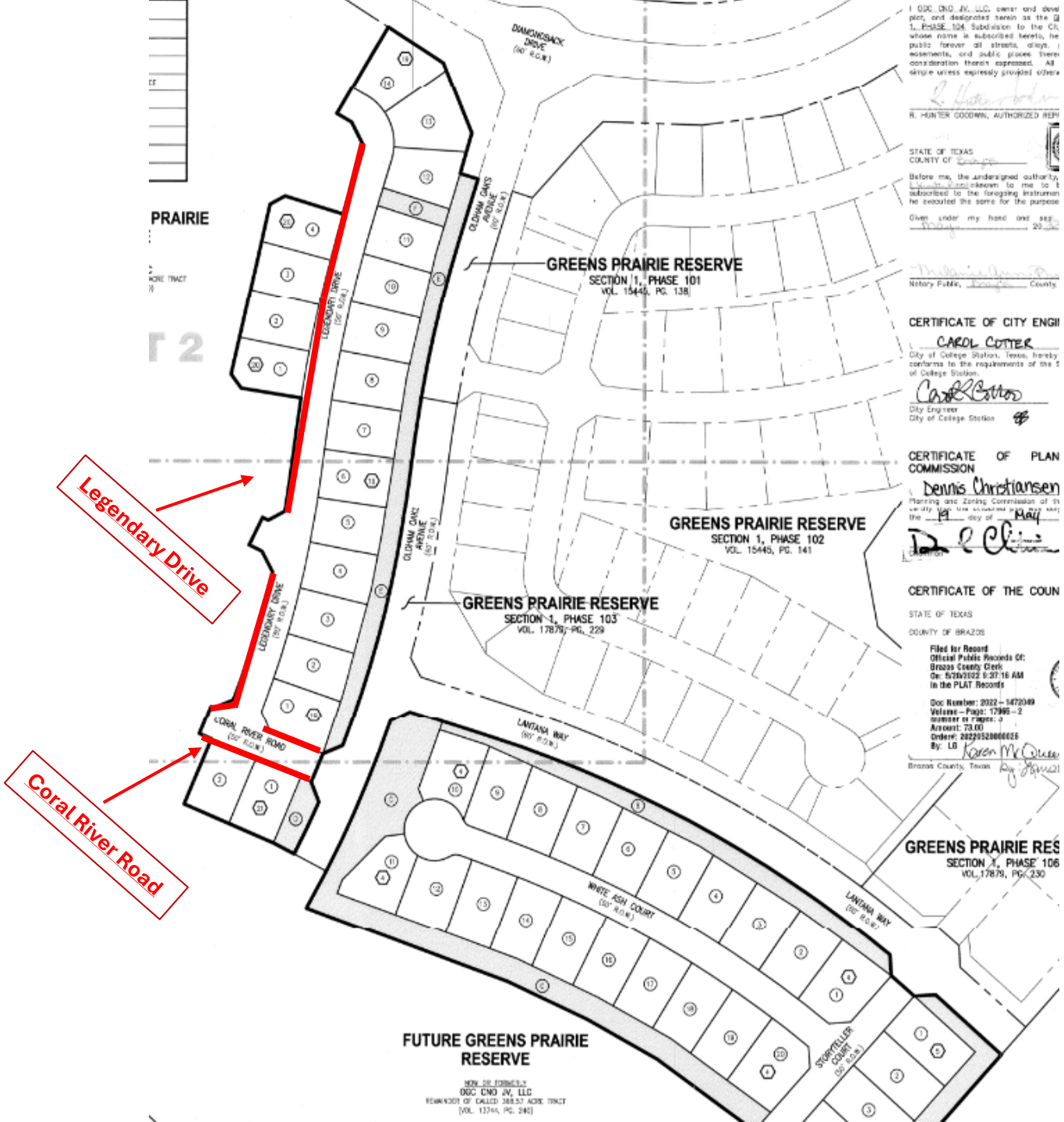
Parking Removal

Phase 103



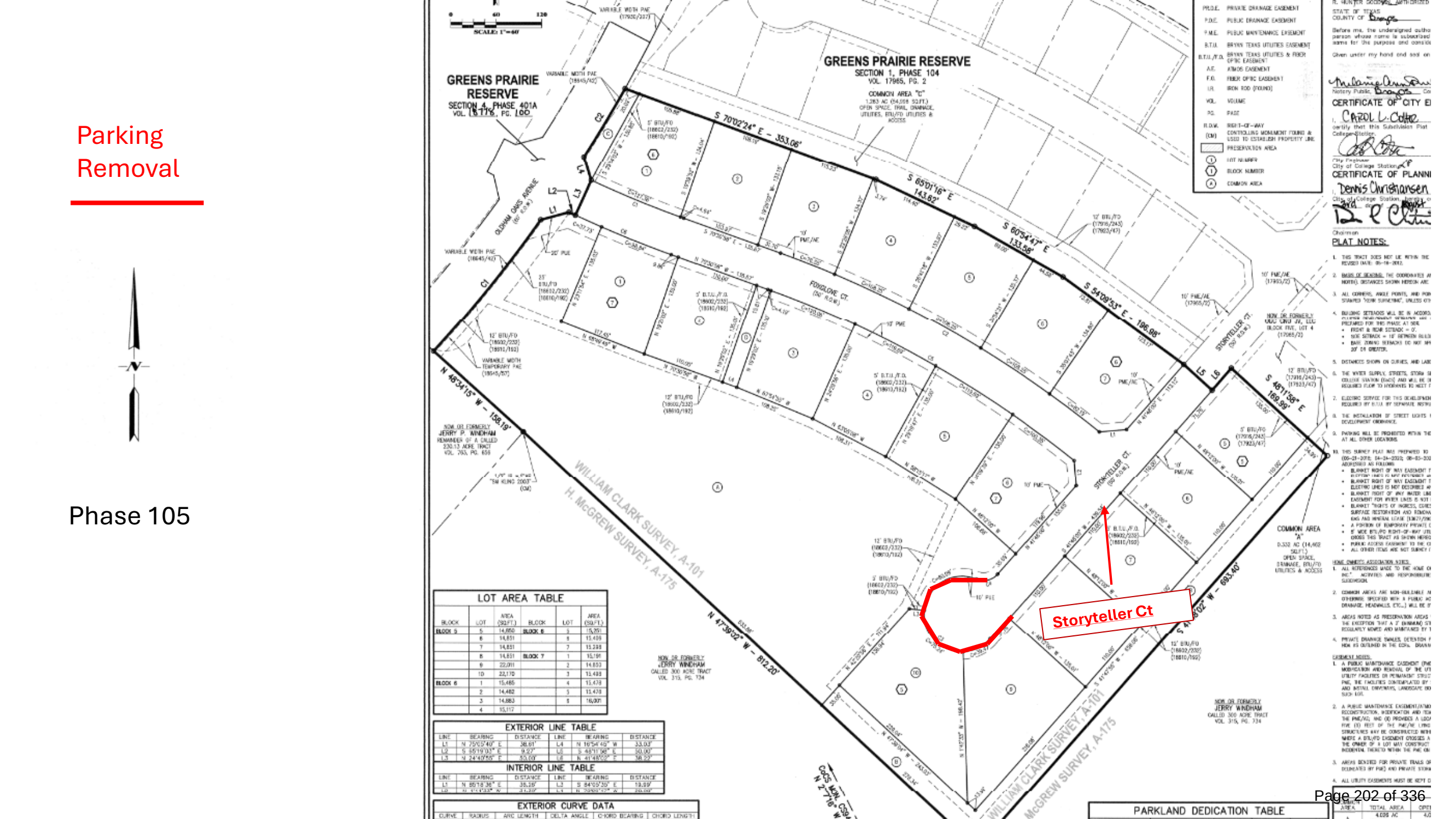
Parking Removal

Phase 104



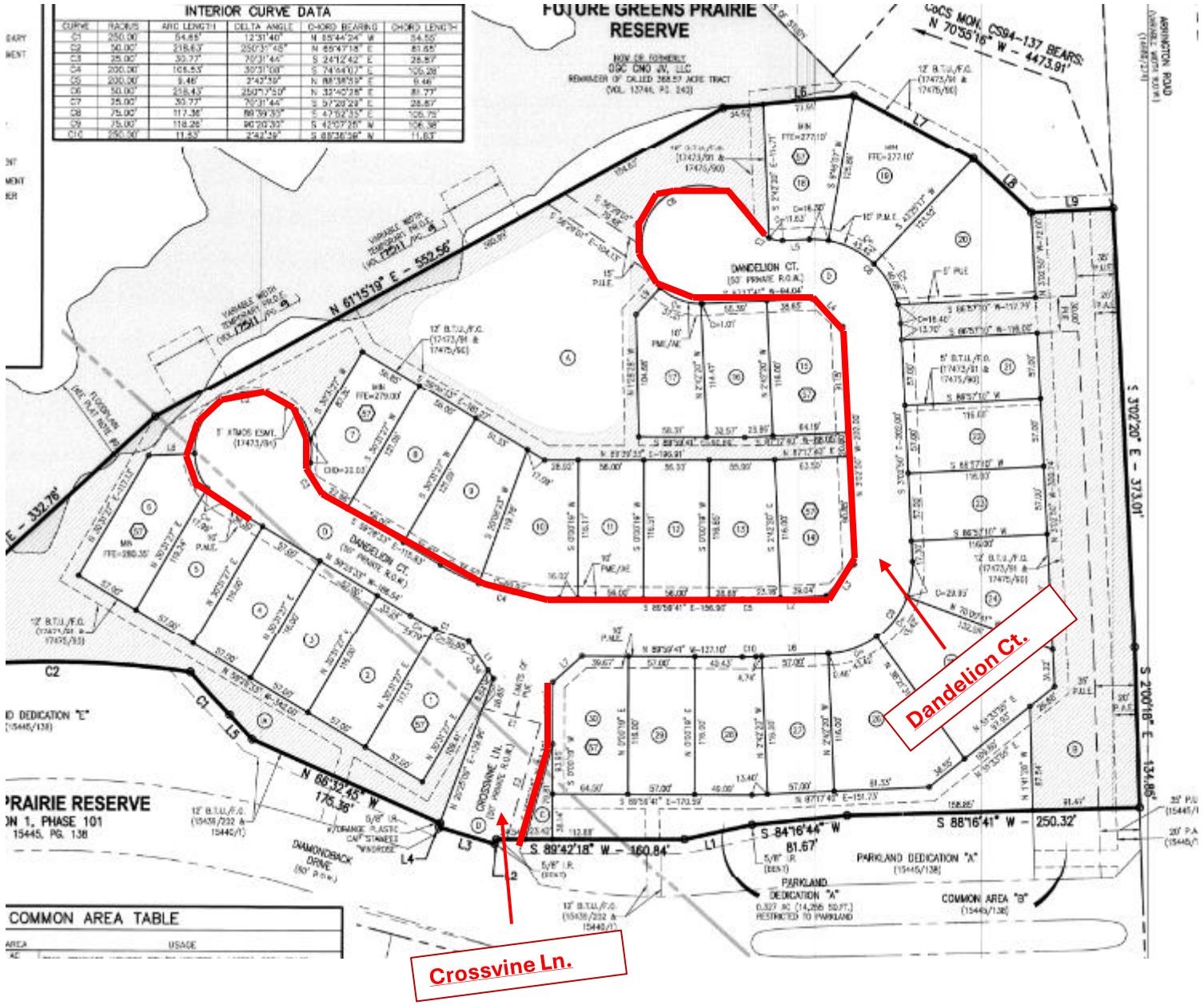
Parking Removal

Phase 105



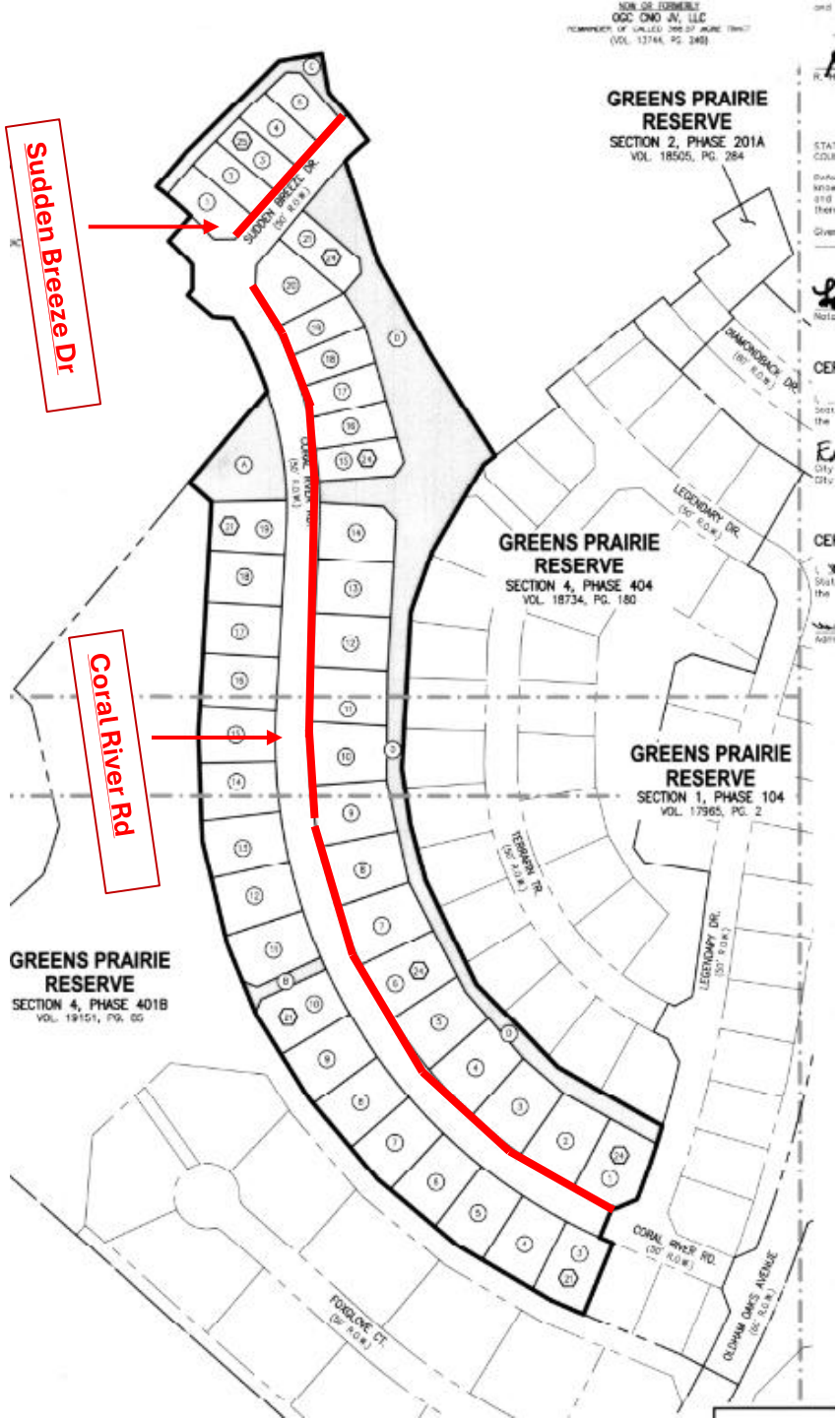
Parking Removal

Phase 301



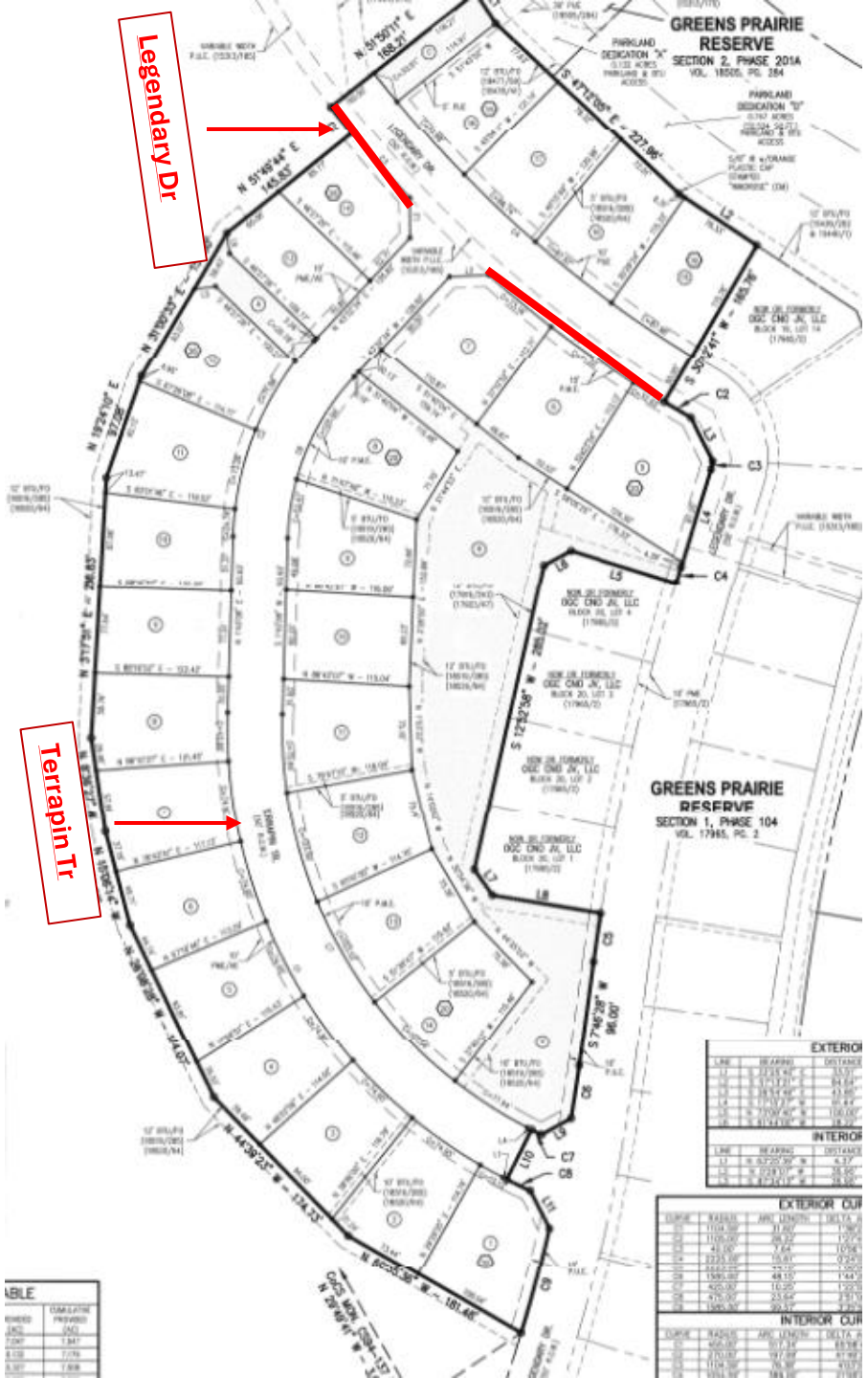
Parking Removal

Phase 402



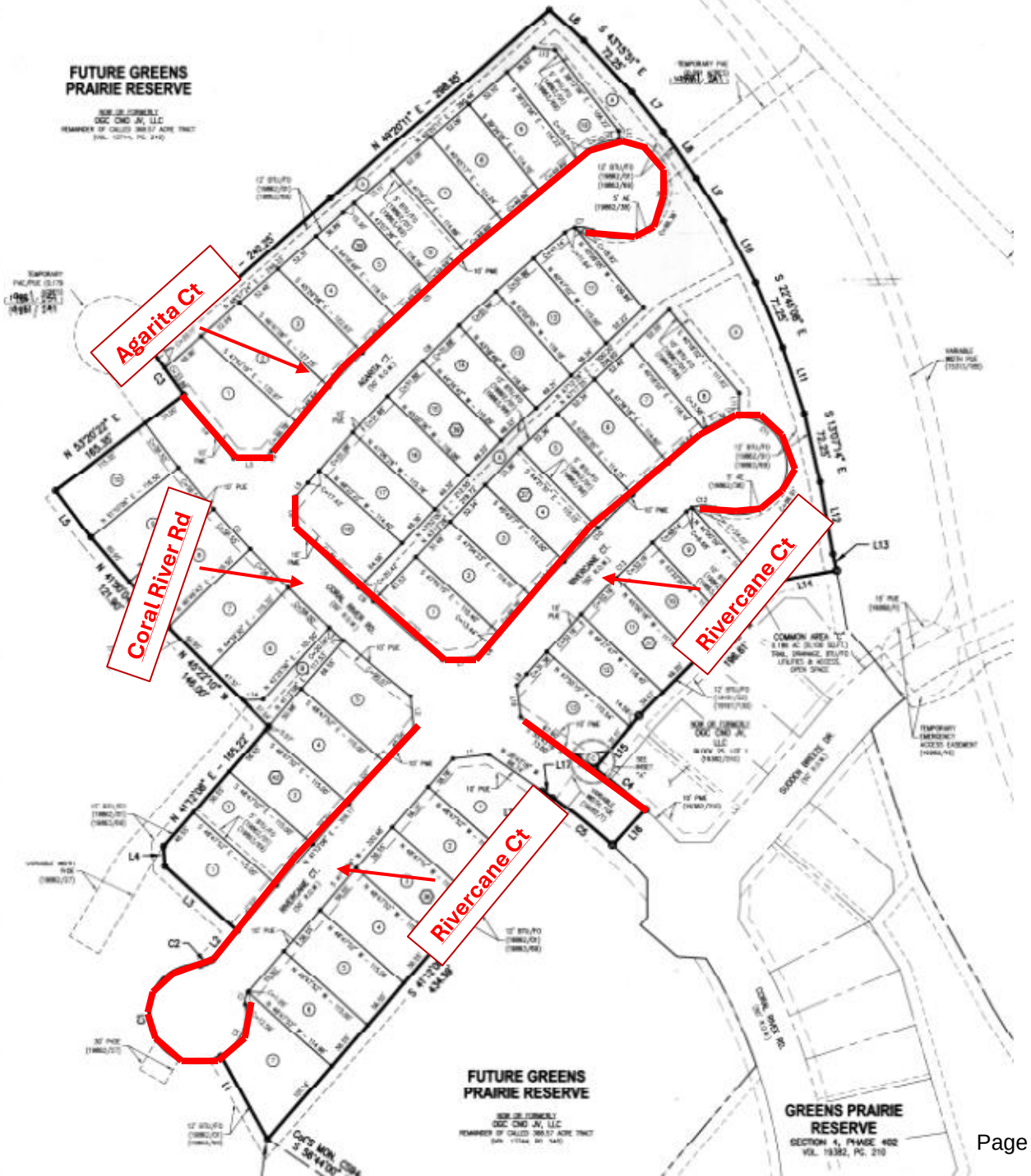
Parking Removal

Phase 404



Parking Removal

Phase 601



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1014 "TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PARKING ON AGARITA COURT, CORAL RIVER ROAD, CROSSVINE LANE, DANDELION COURT, LANTANA WAY, LEGENDARY DRIVE, OLDHAM OAKS AVENUE, RIVERCANE COURT, STORYTELLER COURT, AND SUDDEN BREEZE DRIVE AND BY AMENDING CERTAIN SECTIONS AS SET FORTH BELOW, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 14th day of AUGUST, 2025.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit "A"

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," is hereby amended by **adding the following:**

Traveling on	***Between***	***Travel Direction***	
Agarita Court	Around the cul-de-sac and Coral River Rd	Southwest	No parking any time
Coral River Road	Legendary Drive and Agarita Court	Northwest	No parking any time
Coral River Road	Oldham Oaks Avenue and Legendary Drive	All directions	No parking any time
Crossvine Lane	Diamondback Drive and Dandelion Court	North	No parking any time
Dandelion Court	Around the cul-de-sac on Dandelion Court and around the cul-de-sac on Dandelion Court	South and West	No parking any time
Lantana Way	Oldham Oaks Avenue and Storyteller Court	All directions	No parking any time
Legendary Drive	Terrapin Trail and Coral River Road	South	No parking any time
Oldham Oaks Avenue	Crysal Ridge Court and Coral River Road	All directions	No parking any time
Rivercane Court	Around the cul-de-sac and Coral River Road	Southwest	No parking any time
Rivercane Court	Coral River Road and around the cul-de-sac	Southwest	No parking any time
Storyteller Court	Around the cul-de-sac bulb only	Southwest	No parking any time
Sudden Breeze Drive	279 feet northeast of Coral River Road and Coral River Road	Southwest	No parking any time

August 14, 2025
Item No. 6.7.
First Street Parking Removal

Sponsor: Carl Ahrens, Staff Planner

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time by removing parking on the northeast side of First Street within 203 feet northwest of the First Street and Church Avenue intersection, of the Code of Ordinances of the City of College Station, Texas, providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval of this ordinance.

Summary: The proposed ordinance provides no parking anytime along the northeast side of First Street within 203 feet northwest of the First Street and Church Avenue intersection. The parking removal is needed to ensure the Fire Department has adequate fire access to the proposed high-rise project at the corner of Church Avenue and First Street. The high-rise project will include parking for their project within their building.

The applicant held a public meeting on the evening of July 9, 2025 to discuss the removal of the on-street parking. The applicant emailed property owners and residents in the vicinity of the project. The only participants in the meeting were related to the project and City staff.

Budget & Financial Summary:

Attachments:
1. 201 Church On-Stret Parking Removal
2. 201 Church Parking Removal

First Street On-Street Parking Removal

August 14th, 2025, City Council

Parking Removal

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1014 "TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME BY REMOVING PARKING ON THE NORTHEAST SIDE OF FIRST STREET WITHIN 203 FEET NORTHWEST OF THE FIRST STREET AND CHURCH AVENUE INTERSECTION, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 14th day of August, 2025.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," is hereby amended **by adding the following**:

Traveling on	***Between***	***Travel Direction***	
First Street	203 feet northwest of Church Avenue	Northwest	No parking any time

August 14, 2025
Item No. 6.8.
First Street Parking Removal for 100 Church Avenue

Sponsor: Carl Ahrens, Staff Planner

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time" by removing parking on the northeast side of First Street between Patricia Street and Church Avenue, of the code of ordinances of the City of College Station, Texas, providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff Recommends approval of the ordinance.

Summary: The proposed ordinance provides no parking anytime along the northeast side of First Street between Patricia Street and Church Avenue. The parking removal is needed to ensure the Fire Department has adequate fire access to the proposed high-rise project at the corner of Church Avenue, First Street, and University Drive. The high-rise project will include parking for their project within their building.

The applicant held a public meeting on the evening of July 9, 2025 to discuss the removal of the on-street parking. The applicant emailed property owners and residents in the vicinity of the project. The only participants in the meeting were related to the project and City staff.

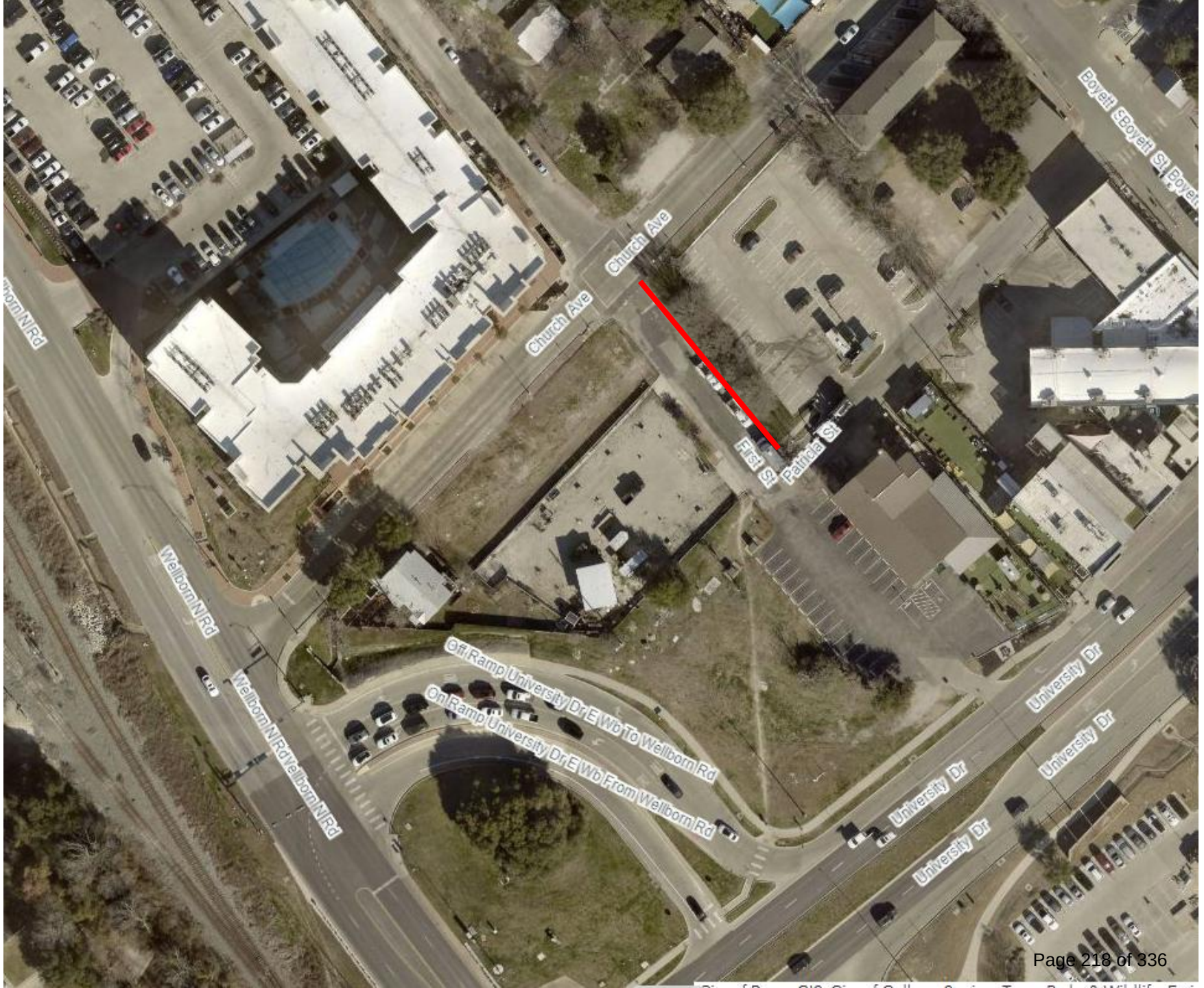
Budget & Financial Summary:

Attachments:
1. 100 Church First Street On-Street Parking Removal
2. 100 Church On-Street Parking Removal

First Street On-Street Parking Removal

August 14th, 2025, City Council

Parking Removal



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1014 "TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME BY REMOVING PARKING ON THE NORTHEAST SIDE OF FIRST STREET BETWEEN PATRICIA STREET AND CHURCH AVENUE, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 14th day of August, 2025.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," is hereby amended **by adding the following:**

Traveling on	***Between***	***Travel Direction***	
First Street	Patricia Street and Church Avenue	Northwest	No parking any time

August 14, 2025
Item No. 6.9.
2025 Water and Wastewater Master Plan Update

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a professional services contract with Freese and Nichols, Inc. in the amount of $730,000 for the 2025 Water and Wastewater Master Plan Update.

Relationship to Strategic Goals:

1. Core services and infrastructure

Recommendation(s): Staff recommends approval

Summary: The 2025 Water and Wastewater Master Plan Update will comprehensively evaluate the City's water and wastewater systems to ensure reliability, regulatory compliance, and effective infrastructure planning that supports future growth. This effort will closely align and collaborate with the ongoing update of the City's Comprehensive Land Use Plan to ensure the most current and relevant land use and growth projection data are incorporated.

A significant component of this effort is the recalibration of the City's existing water and wastewater hydraulic models using recent field data and operational records to provide an accurate assessment of current system performance. These recalibrated models will then be integrated with updated demand forecasts to evaluate future system conditions, optimize operations, identify unmet water needs, and support sustainable growth while ensuring full regulatory compliance. Concurrently, the Wastewater Master Plan will assess flows and infrastructure requirements to prioritize improvements that uphold compliance and enhance system efficiency.

Together, these master plans will recommend a proposed Capital Improvement Plan covering the 5-year, 10-year, and ultimate buildout horizons to help the City effectively manage growth while meeting regulatory standards now and in the future. Importantly, the Water Master Plan will identify unmet water demands at each stage, providing essential data to guide future studies focused on alternative water supply options and long-term resource planning.

Budget & Financial Summary: A budget of $750,000 is available for this project through an approved FY2025 Service Level Adjustment.

Attachments:
1. Contract #25300600

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300600 PROJECT #: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: 2025 Water and Wastewater Master Plan

Name of Contractor: Freese & Nichols, Inc.

CONTRACT TOTAL VALUE: $ 730,000.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

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

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

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

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

A total budget of $400,000 is available in the water budget, 350,000 is available in the wastewater budget both approved in the FY25 SLA.

Wastewater 955GMTM - 5304 Water 90WGENM - 5304

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 7/10/2025 **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

Gary Mechler — 7/7/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

_____ — _____
ASST CITY MGR – CFO — DATE

_____ — _____
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

_____ — _____
CITY MANAGER — DATE

n/a — _____
MAYOR (if applicable) — DATE

n/a — _____
CITY SECRETARY (if applicable) — DATE

9.12.23 UPDATED

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and Freese and Nichols, Inc., a Texas Corporation (the "Consultant"), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I
SCOPE OF SERVICES

1.01 This Contract is for 2025 Wastewater & Water Master Plan (the "Project"). The scope and details of the work to be provided to the City by Consultant are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Consultant agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Consultant agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Consultant. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

ARTICLE II
PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all services to be performed under this Contract may not, under any circumstances, exceed Seven Hundred Thirty Thousand **AND** NO **/ 100 DOLLARS (**$ 730,00.00 **).**

ARTICLE III
CHANGE ORDERS

3.01 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City's Project Manager.

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

(b) When the original contract amount plus all change orders is 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.
for a total of 840 days or 3 years from notice to proceed.

- 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 namedin 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: Ramiro Martinez
P.O. Box 9960
College Station, Texas 77842

CONSULTANT:

Freese and Nicholas, Inc.
Attn: Richard Weatherly
11200 Broadway St. Ste 2320
Pearland, TX 77584

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

CITY OF COLLEGE STATION

By: Richard Weatherly
Printed Name: Richard Weatherly
Title: Vice President
Date: 6/24/2025

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

Exhibit A
Scope of Services

FREESE AND NICHOLS
Innovative approaches
Practical results
Outstanding service

11200 Broadway Street, Suite 2320 • Pearland, Texas 77584 • 832-456-4700 • FAX 817-735-7491 www.freese.com

April 30, 2025

Stephen Maldonado Jr, PE
Assistant Director of Water Services
City of College Station, Texas
1601 Graham Road
College Station, TX 77845

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

RE: CONTRACT PROPOSAL FOR WATER MANAGEMENT MASTER PLAN UPDATE; CITY OF COLLEGE STATION, TEXAS

Dear Mr. Maldonado:

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for engineering services to the City of College Station for the Water Management Master Plan Update.

We appreciate this opportunity to assist the City of College Station. If you are in agreement with the services described in the attached proposal and wish for us to proceed with this project, please return a final professional services agreement for execution. If you have any questions, please do not hesitate to call or e-mail me at: (713) 600-6824 or raw@freese.com. Thank you for considering Freese and Nichols and we look forward to working with you on this project.

Sincerely,

Richard Weatherly

Richard Weatherly, PE
Vice President/Project Manager
Freese and Nichols, Inc.

ATTACHMENT A

City of College Station

Professional Services for Development of a Water Management Master Plan Update

Scope of Services

Project Understanding:
Freese and Nichols, Inc. (FNI) will develop a Water Management Master Plan Update (Project) for the City of College Station. This Project includes field work, data collection, development of water demand projections, update and calibration of the City's existing hydraulic water model, existing and future water system analyses, and development of water infrastructure capital improvements plan (CIP) recommendations for 5-year, 10-year, and Buildout planning periods. This study will also incorporate the results from the *Regional Pumping Impact and Regulatory Requirements Analysis* study. The project tasks are broken down in the following **Table 1**:

Table 1: Water Management Master Plan Update

Task	Task Description
	Basic Services
A	Project Management and Meetings
B	Field Data Collection
C	Water Model Update and Calibration
D	Growth and Water Demand Projections
E	Existing and Future Water System Analyses
F	Water Facility Condition Assessment and Renewal Plan
G	Water System CIP, Report and Presentation

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services to the City of College Station (CITY) in connection with the development of the Project, described as: Water Management Master Plan Update.

TASK A: PROJECT MANAGEMENT AND MEETINGS

A1. Project Kickoff Meeting

FNI will meet with the City of College Station (City) staff to review scope and schedule of the project and critical project milestones. FNI will provide and review a data request memorandum identifying data needs.

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 updates will outline any upcoming key decisions which require input from or discussion with the City.

A3. Data Collection and Review

FNI will coordinate with City staff on obtaining data required for the project, including future land use assumptions, development information, any update to GIS files, historical water production data, current facility operational data, water meter billing data, etc.

A4. Progress Meetings

FNI will conduct up to two (2) in-person and six (6) virtual project meetings with City staff. The agenda for these meetings will include discussion on project progress and update on analysis and findings related to **Tasks B-G**.

TASK B: FIELD DATA COLLECTION

B1. Temporary Field Pressure Testing

FNI will coordinate with the City in performing water system pressure testing throughout the distribution and transmission systems utilizing up to twenty (20) digital pressure recorders for a two-week duration. FNI will prepare procedures for field testing that will include maps showing proposed pressure recorder locations, required SCADA data during the field testing period, and assistance required from the City. It is assumed that all twenty (20) pressure recorders will be provided by the City and that the City will install the twenty (20) pressure recorders on the designated fire hydrants or air valves and provide the data to FNI. The City will provide meter readings for the interconnects that are currently read monthly for a minimum of daily readings during the field testing period.

B2. Evaluate and Summarize Pressure Data

FNI will review and document pressure data from the temporary pressure testing. FNI will develop dashboards summarizing pressure statistics for each site. A Microsoft Power BI file of the field recorded pressure data will be created and provided to the City staff.

B3. Field Pump Testing

Develop Protocol for Pump Performance Testing

FNI will develop a protocol outlining the pump curve field testing for the City's Dowling Road and Sandy Point Pump Stations. The protocol will outline the testing methodology, pump parameters to be measured, pump testing combinations, equipment required and system operating conditions during testing. The City will provide access to the pump station and discharge piping.

Conduct Field Pump Curve Testing

FNI will conduct field pump testing at the City's Dowling Road and Sandy Point Pump Stations measuring flow and head conditions at a minimum of three operating points for each pump to allow the development of an updated field pump curve that can be used for representation of the range of anticipated operating conditions. The City will operate the pumps during the field testing. FNI will summarize the results and compare differences between original factory curves vs. actual field pump curves.

TASK C: WATER MODEL UPDATE AND CALIBRATION

C1. Water Model Conversion & Update

FNI will convert the City's existing hydraulic water model in the Innovyze InfoWater modeling software to the Aquanuity AquaTwin Water© software. The model will consist of all distribution and transmission system pipes, excluding water service lines to fire hydrants and buildings. FNI will utilize the City's most recent GIS database, existing hydraulic water model, information from as-built drawings, and operations data to update the City's water system model. The model will also be updated to incorporate the City's wellfield hydraulic model and the transmission line from Sandy Point Pump Station to Dowling Road Pump Station.

Note: The fees for City of College Station hydraulic model licenses and annual maintenance costs are not included in FNI's compensation for this project.

C2. Update Water Model Demand Allocation

FNI will utilize water meter billing, water production, and pumping data provided by the City to update the existing water demand allocation in the model throughout the water service area. FNI will spatially geocode water meter locations for active accounts in GIS so the demands can be allocated to the appropriate model nodes.

C3. Conduct EPS Water Model Calibration

FNI will conduct a 24-hour extended period simulation (EPS) water model calibration on the distribution and transmission system by comparing model output to recorded values for pressures and any other available operational data. FNI will provide comparison graphs and mapping to document model calibration results.

TASK D: GROWTH AND WATER DEMAND PROJECTIONS

D1. Update Living Unit Equivalent (LUE) Projections

FNI will coordinate with the City's Planning Department to update the LUE projections developed as part of the 2021 Water and Wastewater Impact Fee Update study by pressure plane for the existing, 5-year, 10-year, and Buildout planning periods. The following tasks will be conducted:

- Calculate existing LUEs in the City's water service area utilizing the City's current water meter billing information.
- Coordinate with the City's Planning Department to document information on known or anticipated developments and expected densities and growth patterns for the future planning periods.
- Identify parcels that are currently vacant and developable by conducting GIS-based analyses.
- Incorporate the City's latest Future Land Use Plan.
- Create mapping that shows the known or anticipated developments as well as the vacant developable parcels. FNI will solicit and incorporate the City's comments regarding phasing.

D2. Update Planning Criteria for Water Demand per LUE

FNI will analyze the historical water production and usage information and compare with historical LUEs to develop historical water demands per LUE. This information will be reviewed to update the future average day water demand planning criteria. FNI will also review the information collected during the data collection, field pressure testing, and model calibration tasks to develop future maximum day to average day and peak hour to maximum day peaking factors for the water system.

D3. Update Water Demand Projections

FNI will utilize the projected LUEs developed as part of **Task D1** and planning criteria developed as part of **Task D2** to calculate future projected average day, max day, and peak hour water demand projections for the 5-year, 10-year, and Buildout planning periods.

TASK E: EXISTING AND FUTURE WATER SYSTEM ANALYSES

E1. Conduct Existing and Future Water System Analyses

FNI will conduct the following analyses for the existing, 5-year, 10-year, and Buildout planning periods for the supply, transmission, and distribution systems:

TCEQ Capacity Requirements – FNI will evaluate the system for compliance with the TCEQ Chapter 290 water system capacity requirements. FNI will analyze pumping capacity, elevated storage capacity, and total storage capacity by pressure plane to determine if

any deficiencies exist. Projected future water supply needs will also be identified based on the updated growth projections developed as part of **Task D**. Proposed well rehab projects and phasing will be evaluated with the latest water demand projections. This task will incorporate the results of the *Regional Pumping Impact and Regulatory Requirements Analysis* study and will identify additional future water supply needs.

Updates to the *Regional Pumping Impact and Regulatory Requirements Analysis* study, evaluation or identification of alternative water sources, and development of OPCCs related to alternative water sources are not included as part of this scope of work.

Water System Modeling – FNI will conduct hydraulic modeling for the existing, 5-year, 10-year, and Buildout planning periods. Water system modeling will consist of average day, maximum day, and peak hour demand conditions. FNI will prepare illustrations that document system operations and mapping that document system pressures. FNI will also evaluate the capacity of the transmission lines between Sandy Point Pump Station and Dowling Road Pump Station.

Fire Flow Analyses – FNI will utilize the calibrated hydraulic water model to conduct fire flow analysis under existing and future maximum day demands to identify areas with less than adequate fire flow capacity. FNI will prepare mapping of available fire flows.

TASK F: WATER FACILITY CONDITION ASSESSMENT AND RENEWAL PLAN

F1. Water Facility Site Visits

FNI will conduct a condition assessment for the following water pumping and storage facilities:

- Sandy Point Pump Station
- Dowling Road Pump Station
- Park Place EST

Rock Prairie EST and Greens Prairie EST are excluded due to recent rehabilitation projects.

F2. Assess Condition of Water Facilities Based on Site Visits

FNI will conduct an on-site assessment of three (3) of the City's water pumping and storage facilities identified above. TCEQ guidelines will be incorporated as part of the assessment. FNI will submit a proposed list of components to be assessed to City staff before the on-site assessments and incorporate any feedback. The site visits are for observing condition only and do not include detailed testing of equipment. The on-site

assessments do not include diving or entry of any tank structures. The on-site assessment team will include:

- Water master plan project manager/hydraulics lead (FNI)
- Water facility design engineer (FNI)
- Electrical engineer (FNI)
- City water system operator
- City municipal services or other staff (optional)

F3. Develop Facility Rehabilitation Recommendations

FNI will develop recommendations for rehabilitation of the water pumping and storage facilities based on the observed condition during the on-site assessments. The recommendations will include planning-level opinions of probable construction costs (OPCCs).

F4. Develop Renewal CIP

FNI will work with the City to utilize the results of the water facility condition assessments to develop a prioritized water renewal plan and CIP.

- **Facility Renewal Program:** This will include project packaging, prioritization, phasing, descriptions, mapping, and OPCCs by fiscal year based on the results of the condition assessments.
- **Water Line Renewal Program**: The City's 2016 Water Master Plan included a water line renewal CIP. As part of this project, FNI will update the OPCCs in current dollars. This project does not include repackaging or reprioritization of the projects.

TASK G: WATER SYSTEM CIP, REPORT AND PRESENTATION

G1. Develop Draft Capital Improvements Plan

FNI will develop a comprehensive CIP for the supply, transmission, and distribution systems based on growth and renewal needs. Planning level costs in current dollars for each proposed water system project will be developed, including engineering and contingencies. Large-scale system-wide maps will be produced showing proposed projects, costs, and recommended in-service dates of proposed projects. FNI will also prepare a one-page summary for each project, including a description, project map with planning level location/alignment, opinion of probable construction cost, proposed in-service date, and justification.

G2. Prepare Draft Water Management Master Plan Update Report

FNI will prepare a Draft Water Management Master Plan Update report summarizing growth and water demand projections, model development and calibration, existing and

future system analyses, and CIP development with planning level costs. FNI will deliver one (1) electronic PDF file of the draft report to the City. City's comments will be solicited and addressed.

G3. Water Management Master Plan Update City Council Presentation
FNI will prepare and conduct one (1) presentation on the findings and recommendations from the Water Management Master Plan Update and present to the City Council.

G4. Finalize Water Management Master Plan Update Report
FNI will incorporate the City's comments and prepare the final Water Management Master Plan Update report. FNI will deliver one (1) electronic PDF file and five (5) hard copies of the Final Water Management Master Plan report to the City.

Summary of Deliverables

- Draft Water Management Master Plan Update Report
- Final Water Management Master Plan Update Report
- Updated Hydraulic Water Model in Aquanuity AquaTwin Water© software

Summary of Meetings and Presentations

- Project Kickoff Meeting
- Monthly Progress Meetings (up to 8)
- Water Management Master Plan Update City Council Presentation

Project Schedule

- Receipt of Requested Data from City – 30 days after request
- Draft Water Management Master Plan Update Report – 360 days from receipt of requested data
- Final Water Management Master Plan Update Report – within 15 days of receiving City comments

Summary of Fee for Services

FNI proposes to perform the basic services outlined in the above sections for a total lump sum project fee of four hundred thousand dollars ($400,000).

Table 2: Breakdown of Basic Services Fee by Task

Task	Task Description	Lump Sum Fee
A	Project Management and Meetings	$38,000
B	Field Data Collection	$50,000
C	Water Model Update and Calibration	$100,000
D	Growth and Water Demand Projections	$44,000
E	Existing and Future Water System Analyses	$54,000
F	Water Facility Condition Assessment and Renewal Plan	$44,000
G	Water System CIP, Report and Presentation	$70,000
	Total	**$400,000**

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Outstanding service

11200 Broadway Street, Suite 2320 • Pearland, Texas 77584 • 832-456-4700 • FAX 817-735-7491 www.freese.com

June 11, 2025

Stephen Maldonado Jr, PE
Assistant Director of Water Services
City of College Station, Texas
1601 Graham Road
College Station, TX 77845

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

CONTRACT PROPOSAL FOR WASTEWATER MASTER PLAN UPDATE; CITY OF COLLEGE STATION, TEXAS

Dear Mr. Maldonado:

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for engineering services to the City of College Station for the Wastewater Master Plan Update.

We appreciate this opportunity to assist the City of College Station. If you are in agreement with the services described in the attached proposal and wish for us to proceed with this project, please return a final professional services agreement for execution. If you have any questions, please do not hesitate to call or e-mail me at: (713) 600-6824 or raw@freese.com. Thank you for considering Freese and Nichols and we look forward to working with you on this project.

Sincerely,

Richard Weatherly

Richard Weatherly, PE
Vice President/Principal
Freese and Nichols, Inc.

ATTACHMENT A

City of College Station

Professional Services for Wastewater Master Plan Update

Scope of Services

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) will develop a Wastewater Master Plan Update (Project) for the City of College Station (City). This Project includes data collection, development of wastewater flow projections, update and calibration of the City's existing hydraulic wastewater model, existing and future wastewater system analyses, and development of wastewater infrastructure capital improvements plan (CIP) recommendations for 5-year, 10-year, and Buildout planning periods. The major components/deliverables of the Wastewater Master Plan are as follows:

- Hydraulic Modeling – The City's hydraulic model will be transferred into the AquaTwin Sewer software by Aquanuity and updated with latest information and newly constructed 10-inch and larger lines. The model will be calibrated for dry weather and wet weather utilizing wastewater collection system flow data collected by the City as part of a concurrent effort. The model will be utilized for system analyses and CIP project development.
- Population/Flow Projections – Population and flow projections will be developed for each flow monitor basin and wastewater treatment plant service area for the selected planning periods.
- System Analyses – Existing and future system analyses will be conducted to identify capacity and improvement projects.
- Wastewater Capital Improvements Plan - A 5-Year (2030), 10-Year (2035) and Buildout wastewater Capital Improvements Plan will be developed, including development of planning-level costs and business cases for capacity and renewal projects.
- Wastewater Master Plan Report and Hydraulic Model – A report will be developed to document the master plan process and recommendations, the City's wastewater hydraulic model will be delivered to City staff.

Assumptions:

Flow Monitoring: The City will conduct flow monitoring at select locations in the City's wastewater collection system as part of a concurrent project and provide the flow data to FNI. FNI will utilize the flow data collected by the City during wastewater model calibration and flow projections for this project. The flow data collection and monitoring locations will be selected considering the hydraulic modeling task. The flow monitoring will be conducted during the summer of 2025 to be in concert with the Wastewater Master Plan Update project schedule.

Modeling Software: The City will obtain necessary modeling software licenses to utilize the hydraulic wastewater model. The license cost is not included in FNI's fees.

Manhole Measure Downs: The City will collect manhole measure down information if needed to verify inverts in the wastewater model.

The Project's Basic Services are summarized in the following **Table 1**:

Table 1: Wastewater Master Plan Update

Task	Task Description
Basic Services	
A	Project Management and Meetings
B	Wastewater Model Update and Calibration
C	Growth and Wastewater Flow Projections
D	Existing and Future Wastewater System Analyses
E	Wastewater System CIP, Report and Presentation

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services to the City of College Station (City) in connection with the project, described as: Wastewater Master Plan Update.

TASK A: PROJECT MANAGEMENT AND MEETINGS

A1. Project Kickoff Meeting

FNI will meet with the City staff to review scope and schedule of the project and critical project milestones. FNI will provide and review a data request memorandum identifying data needs.

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 updates will outline any upcoming key decisions which require input from or discussion with the City.

A3. Data Collection and Review

FNI will coordinate with City staff on obtaining data required for the project, including future land use assumptions, development information, any update to GIS files, historical water production data, current facility operational data, water meter billing data, manhole measure down information, etc.

A4. Progress Meetings

FNI will conduct up to two (2) in-person and six (6) virtual project meetings with City staff. The agenda for these meetings will include discussion on project progress and update on analysis and findings related to **Tasks B-E**.

TASK B: WASTEWATER MODEL UPDATE AND CALIBRATION

B1. Update Wastewater Facility Inventory and Mapping

FNI will update the existing wastewater facilities inventory, including lift stations, with latest available information from the City. FNI will also collect the City's latest wastewater collection system GIS and as-built plans for any new wastewater lines currently not included in the GIS to develop existing collection system mapping.

B2. Convert and Update Wastewater Hydraulic Model

FNI will convert the City's existing hydraulic wastewater collection system model that is in the Innovyze InfoSewer modeling software to the Aquanuity AquaTwin Sewer software. The model will consist of all gravity mains with diameters 10-inches and greater, with critical 8-inch gravity mains. FNI will utilize the City's most recent GIS database, existing hydraulic wastewater model, information from as-built drawings, and operational data to update the City's wastewater system model.

Note: The fees for City of College Station hydraulic model licenses and annual maintenance costs are not included in FNI's compensation for this project.

B3. Update Wastewater Model Loading Allocation

FNI will utilize monthly water meter billing data and historical wastewater treatment plant effluent flow data provided by the City to update the existing wastewater load allocation in the model throughout the wastewater service area. FNI will spatially geocode water meter locations for active accounts in GIS so the demands can be allocated to the appropriate model manholes.

B4. Evaluate City-provided Flow Monitoring Data

FNI understands that the City will conduct a separate concurrent flow monitoring project and provide the collected data to FNI for use during this Wastewater Master Plan Update project. The City will coordinate with FNI for selection of the flow monitoring locations (up to 29 locations).

FNI will evaluate flow monitoring data received from the City. FNI will prepare flow hydrographs, scatter graphs, and representative diurnal patterns for use in the hydraulic model. FNI will analyze flow data to determine average dry weather flow, peak wet weather flow. Rainfall events will also be summarized for total depth and duration. FNI will summarize the inflow and infiltration (I/I) information if available from the City from the concurrent flow monitoring project.

B5. Conduct Hydraulic Model Calibration

FNI will perform dry and wet weather wastewater model calibration by comparing the model output with observed flow monitoring and other available operational data for up to 29 flow meters. Comparison graphs and mapping will be provided to document model calibration results.

TASK C: WASTEWATER FLOW PROJECTIONS

C1. Develop Planning Criteria for Wastewater Flow per LUE

FNI will analyze the historical wastewater effluent data, flow monitoring data and compare with historical Living Unit Equivalents (LUEs) to develop historical wastewater flows per LUE. This information will be reviewed to update the future average day wastewater flow planning criteria.

C2. Update Wastewater Flow Projections

FNI will utilize the projected LUEs developed as part of the *Water Management Master Plan* scope and planning criteria developed as part of **Task C1** to calculate future projected average day wastewater flow projections for the 5-year, 10-year, and Buildout planning periods.

TASK D: EXISTING AND FUTURE WASTEWATER SYSTEM ANALYSES

D1. Develop Design Storm

FNI will develop and analyze system response curves to facilitate selection of a design storm. FNI will coordinate with the City to review design storm alternatives and select a design storm event. FNI will develop design storm hyetographs based on return period and duration.

D2. Conduct Existing and Future Wastewater System Modeling and Analyses

TCEQ Capacity Evaluation: FNI will conduct an evaluation of the wastewater treatment plant capacities and current and projected wastewater flows to identify any permitted effluent average daily flow capacity deficiencies and required future improvements for compliance with the TCEQ Chapter 305 75/90 rule.

Existing System Analyses: The calibrated model will be run to identify existing system deficiencies, surcharging, and other capacity/restriction issues. Mapping will be prepared showing the location and magnitude of all modeled surcharging and overflows.

Future System Analyses: FNI will develop scenarios for the 5-year, 10-year, and Buildout planning periods. Projected wastewater flows will be distributed in the hydraulic model. Each scenario will be evaluated under peak wet weather conditions to determine the system response and necessary peak flow conveyance.

TASK E: WASTEWATER SYSTEM CIP, REPORT, AND PRESENTATION

E1. Develop Updated Wastewater Capacity CIP

FNI will develop and update the wastewater capital improvement plans (CIPs) based on existing system deficiencies and growth needs. Planning level costs in current dollars for each proposed wastewater system project will be developed, including engineering and contingencies. Large-scale system-wide maps will be produced showing proposed projects, costs, and recommended in-service dates of proposed projects. FNI will also prepare a one-page summary for each project, including a description, project map with planning level location/alignment, opinion of probable construction cost, proposed in-service date, and justification.

E2. Prepare Draft Wastewater Master Plan Update Report

FNI will prepare a Draft Wastewater Master Plan Update Report summarizing growth and wastewater flow projections, model development and calibration, existing and future system analyses, and CIP development with planning level costs. FNI will deliver one (1) electronic PDF file of the draft report to the City. The City's comments will be solicited and addressed.

E3. Wastewater Master Plan Update City Council Presentation

FNI will prepare and conduct one (1) presentation on the findings and recommendations from the Wastewater Master Plan Update and present to the City Council.

E4. Finalize Wastewater Master Plan Update Report

FNI will incorporate the City's comments and prepare the final Wastewater Master Plan Update report. FNI will deliver one (1) electronic PDF file and five (5) hard copies of the Final Wastewater Master Plan report to the City.

Summary of Deliverables

- Draft Wastewater Master Plan Update Report
- Final Wastewater Master Plan Update Report
- Updated Hydraulic Wastewater Model in Aquanuity AquaTwin Sewer software

Summary of Meetings and Presentations

- Project Kickoff Meeting
- Monthly Progress Meetings (up to 8)
- Wastewater Master Plan Update City Council Presentation
- Wastewater Model Training Workshop

Project Schedule

- Receipt of Requested Data from City – 30 days after request
- Receipt of Flow Monitoring Data – 120 days after NTP
- Draft Wastewater Master Plan Update Report – 270 days from receipt of flow monitoring data
- Final Wastewater Master Plan Update Report – within 15 days of receiving City comments

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the 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 services outlined in the above sections for a total lump sum project fee of three hundred thirty thousand dollars ($330,000).

Table 2: Summary of Fee for Engineering Services

Task	Task Description	Lump Sum Fee
A	Project Management and Meetings	$39,900
B	Wastewater Model Update and Calibration	$135,200
C	Wastewater Flow Projections	$24,900
D	Existing and Future Wastewater System Analyses	$58,900
E	Wastewater System CIP, Report and Presentation	$71,100
	Total	**$330,000**

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services described above are Additional Services. Fees to perform these services are not included in the Basic Services fee shown above. Additional Services may include:

- Conducting flow monitoring in the City's wastewater collection system
- Conducting facility risk-based assessment and developing rehab CIP
- Performing wastewater model training

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:

See attached scope of service for project break out, Not to exceed amount of 730,000.00 for both water and wastewater master plan update.

Exhibit C
Certificates of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/29/2025

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

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

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	INSURER A : National Fire Insurance Company of Hartford A(XV)	20478
	INSURER B : Valley Forge Insurance Company A(XV)	20508
	INSURER C : Continental Insurance Company A(XV)	35289
	INSURER D : Travelers Casualty and Surety Company A++. XV	19038
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7063394194	10/23/2024	10/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			7063394177	10/23/2024	10/23/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7063394180	10/23/2024	10/23/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7063394213	10/23/2024	10/23/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			107930947	10/23/2024	10/23/2025	Per Claim	5,000,000

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

PROFESSIONAL LIABILITY AGGREGATE LIMIT: $10,000,000

RE: CONTRACT PROPOSAL FOR WATER AND WASTEWATER MASTER PLAN UPDATE; CITY OF COLLEGE STATION, TEXAS

The City, its Council members, officials, officers, agents, employees, and volunteers are included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over
any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto
SEE ATTACHED ACORD 101

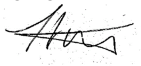
CERTIFICATE HOLDER

City of College Station, Texas
PO BOX 9960
College Station, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: FREEAND-02 KSUTTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Liability, 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.

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August 14, 2025
Item No. 6.10.
Water Meter Testing Bench Purchase

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving the purchase of a meter test bench from Ferguson Enterprises, LLC. Based on the current pricing, the expenditure for the meter test bench is: $116,446.20.

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

Recommendation(s): Staff recommends approval.

Summary: A water meter test bench is used to simulate real-world conditions to ensure that water meters provide accurate readings. It allows for regular calibration and maintenance to confirm that meters continue to deliver precise and consistent measurements over time. This is crucial for fair billing, reducing water loss, and protecting utility revenue. By verifying meter performance under controlled conditions, test benches help identify faulty or inaccurate meters and improve overall quality control. Additionally, regular testing reduces the need for manual inspections and repairs, ultimately lowering labor costs and improving operational efficiency.

Ferguson Enterprises, LLC products are available on the Texas Buy Board, Agreement #717-23.

Services and products associated with this contract are being purchased through various BuyBoard contracts established by The Local Government Purchasing Cooperative. All services and products available for purchase via BuyBoard contracts have been competitively bid and awarded in compliance with Texas statutes relating to competitive bids and proposals. This cooperative is administered by the Texas Association of School Boards and is endorsed by the Texas Municipal League and the Texas Association of Counties.

Budget & Financial Summary: As part of the FY25 Budget, a $200,000 Service Level Adjustment was approved for the purchase of the test bench. Sufficient funds are currently available in the Water operating budget.

Attachments:
1. Quote

FERGUSON WATERWORKS

FERGUSON ENTERPRISES, LLC
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626
Phone: 512-930-2262
Fax: 512-930-2388

Deliver To:
From: **Justin Dickerson**
justin.dickerson@ferguson.com
Comments:

FERGUSON WATERWORKS #1106
Price Quotation
Phone: 512-930-2262
Fax: 512-930-2388

Bid No: B552236
Bid Date: 04/10/25
Quoted By: JD

Cust Phone: 979-764-3500
Terms: NET 10TH PROX

Customer: CITY OF COLLEGE STATION
1101 TEXAS AVENUE
COLLEGE STATION, TX 77840

Ship To: CITY OF COLLEGE STATION
1101 TEXAS AVENUE
COLLEGE STATION, TX 77840

Cust PO#:

Job Name: FORD TEST BENCH

Item	Description	Quantity	Net Price	UM	Total
SP-FIATB072LRLRAMS	INDY/AKRON COMBINATION TEST BENCH	1	116446.200	EA	116446.20

Net Total:	$116446.20
Tax:	$0.00
Freight:	$0.00
Total:	$116446.20

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1006&on=61776

August 14, 2025
Item No. 6.11.
Purchasing Replacement Servers

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on purchasing replacement servers from The Personal Computer Store Inc., dba Avinext in the amount of $186,550.

Relationship to Strategic Goals:
Core services and infrastructure

Recommendation(s): CIO recommends approval

Summary: The City is initiating a comprehensive refresh of our server infrastructure. The current environment consists of aging hardware—some of which is already beyond its end-of-life—and has become inconsistent over time. These limitations have impacted reliability, support, and compatibility, posing a risk to our ability to scale efficiently.

To address this, the City plans to replace seventeen older HPE server hardware units with ten more streamlined, high-performance HPE servers. This transition presents a clean slate, allowing us to align licensing, support, and infrastructure planning from the ground up. The updated approach includes reducing the number of physical servers, which reduces costs, simplifies management and improves efficiency, without compromising capacity or performance.

The City evaluated proposals from both Dell and Hewlett-Packard Enterprise (HPE) to determine the most cost-effective and technically suitable solution. After a detailed comparison of features, capacity, and total cost, the HPE solution emerged as the stronger option in both performance and budget alignment. The total cost of the HPE quote is $186,550.00 for ten server hosts that will meet our performance and capacity targets.

Budget & Financial Summary: Funds will be coming from IT Server set aside in the IT replacement fund.

Attachments:
1. HPE DL320 Gen 12 x 10 Host Hardware

Avinext

AV SAVVY. NETWORK SMART.

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

Quotation

Quote #	Date
212676-A	07/14/25

Sales Rep

Robert Orzabal
979-846-9727 Ext. 220
orzabal@avinext.com

For	Phones
Daniel Gonzalez City of College Station P.O. Box 9973, 1101 Texas Ave College Station, TX 77842 United States	

PO #	Terms	Ship Date	Ship Via
	Net 30 days		

	Part	Description	Qty	Price	Ext. Price
1	P71437-B21	HPE ProLiant Compute DL320 Gen12 SP SFF Configure-to-order Server	10	$1,404.00	$14,040.00
2	P71437-B21#ABA	HPE DL320 Gen11 Plus SFF CTO Svr	10	$0.00	$0.00
3	P74569-B21	Intel Xeon 6521P CPU for HPE	10	$3,015.00	$30,150.00
4	P74569-B21#0D1	Factory Integrated	10	$0.00	$0.00
5	P69728-B21	HPE 64GB 2Rx4 PC5-6400B-R Smart Kit	120	$641.00	$76,920.00
6	P69728-B21#0D1	Factory Integrated	120	$0.00	$0.00
7	P71421-B21	HPE DL320 Gen12 8SFF x4 NVMe U.2 BP Kit	10	$147.00	$1,470.00
8	P71421-B21#0D1	Factory Integrated	10	$0.00	$0.00
9	P71430-B21	HPE DL320 Gen12 x16 PCIe Prim Riser Kit	10	$70.00	$700.00
10	P71430-B21#0D1	Factory Integrated	10	$0.00	$0.00
11	P26269-B21	BROADCOM BCM57504 ETHERNET 10/25GB 4-PORT SFP28 OCP3 ADAPTER FOR HPE	10	$486.00	$4,860.00
12	P26269-B21#0D1	Factory Integrated	10	$0.00	$0.00
13	P51181-B21	Broadcom BCM5719 Ethernet 1Gb 4port BASET OCP3 Adapter for HPE	10	$108.00	$1,080.00
14	P51181-B21#0D1	Factory Integrated	10	$0.00	$0.00
15	P71958-B21	HPE G11P/G12 1U High Perf Fan Kit	70	$39.00	$2,730.00
16	P71958-B21#0D1	Factory Integrated	70	$0.00	$0.00
17	P67240-B21	HPE 1000W M-CRPS Ti Ht Plg PS Kit	20	$303.00	$6,060.00
18	P67240-B21#0D1	Factory Integrated	20	$0.00	$0.00
19	P78145-B21	HPE C13 C14 250V 10Amp 2m FIO Power Cord	20	$8.00	$160.00
20	BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	10	$373.00	$3,730.00
21	BD505A#0D1	Factory Integrated	10	$0.00	$0.00
22	S1A05A	HPE CMP CLOUD MGMT SRV FIO ENABLEMENT	10	$2.00	$20.00

	Part	Description	Qty	Price	Ext. Price
23	P71422-B21	HPE DL320 Gen12 8SFF x4 Direct Cbl Kit	10	$115.00	$1,150.00
24	P71422-B21#0D1	Factory Integrated	10	$0.00	$0.00
25	P75154-B21	HPE DL3XX Gen12 OCPB R1S Cbl Kit	10	$82.00	$820.00
26	P75154-B21#0D1	Factory Integrated	10	$0.00	$0.00
27	P76981-B21	HPE iLO7 DC-SCM FIO Mgmt Mod Kit	10	$190.00	$1,900.00
28	P52349-B21	HPE Gen 11 EI Rail Kit 1	10	$76.00	$760.00
29	P52349-B21#0D1	Factory Integrated	10	$0.00	$0.00
30	P71433-B21	HPE DL320 Gen12 NS204i-u Ext Enable Kit	10	$18.00	$180.00
31	P71433-B21#0D1	Factory Integrated	10	$0.00	$0.00
32	P71956-B21	HPE DL320 Gen12 Perf Heat Sink Kit	10	$96.00	$960.00
33	P71956-B21#0D1	Factory Integrated	10	$0.00	$0.00
34	P73325-B21	HPE Localization FIO Kit	10	$3.00	$30.00
35	P78279-B21	HPE NS204iu v2 480GB NVMe Hot Plug Boot Optimized Storage Device- P78279-B21 - RAID levelsPreconfigured hardware RAID 1 - Form factorPCIe half-height, half-length (HHHL) card	10	$610.00	$6,100.00
36	P78279-B21#0D1	Factory Integrated	10	$0.00	$0.00
37	S5E60AAE	HPE Compute Ops Management Advanced 5-year Upfront ProLiant SaaS	10	$1,421.00	$14,210.00
38	HU4A6A5	HPE 5Y TC Essential SVC	10	$0.00	$0.00
39	HU4A6A5#R2M	HPE iLO Advanced Non Blade Support	10	$29.00	$290.00
40	HU4A6A500JB	HPE DL320 Gen12 SP Support	10	$1,823.00	$18,230.00
41	COMHPEDIR2	Hewlett Packard Enterprise DIR-TSO-4160 Contract	1	$0.00	$0.00

SubTotal	$186,550.00
Sales Tax	$0.00
Shipping	$0.00
Total	**$186,550.00**

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

August 14, 2025
Item No. 6.12.
TX DOT Permitting Resolution for MVCPA SB 224 Grant Fund Use

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution granting the Mayor the authority to enter into a multiple-use agreement with TX DOT for the placement of cameras on State rights-of-way.

Relationship to Strategic Goals:
Good governance.

Recommendation(s): Recommend the City Council approve the resolution allowing the authorization of the permitting documents be completed to move forward with placing automatic license plate reader cameras on the State rights-of-way.

Summary: The FY 26 Motor Vehicle Crime Prevention Authority grant funds under SB 224 have been awarded to the City of College Station. As part of that award, funds have been set aside to place automatic license plate reader cameras on TX DOT rights-of-way. To complete the installation of these cameras, the permitting process with TX DOT must be completed as they have the final say on what can be placed on highways. Part of that process includes this resolution authorizing the Mayor to sign documents to complete the Multiple Use Agreement with TX DOT.

Budget & Financial Summary: The permitting process with TX DOT carries no additional costs. The original grant funds and cost match still stands.

Attachments:
1. TX DOT Permitting Resolution for MVCPA Grant
2. College Station Mulitiple Use Agreement TXDOT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A MULTIPLE USE AGREEMENT WITH TXDOT FOR THE PLACEMENT OF FLOCK CAMERAS ON STATE RIGHTS OF WAYS (SH 6) PROVIDING THAT THE MAYOR IS AUTHORIZED TO EXECUTE THE AGREEMENT AND ANY AND ALL DOCUMENTS ASSOCIATED WITH THE PROJECT.

WHEREAS, the City of College Station has requested that the State of Texas, by and through the Texas Department of Transportation (TXDOT), to install flock cameras on state rights-of-way.

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City of College Station will enter into agreements with the State for the purpose of determining the respective responsibilities of the City and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of College Station, Texas:

PART 1: That the City of College Station hereby approves the location of the Flock cameras on State rights-of-way and approves the Multiple Use Agreement with the State of Texas, determining the respective responsibilities of the City and the State with reference thereto.

PART 2: That the Mayor is authorized to execute, and the City Secretary is authorized to attest, the Multiple Use Agreement in substantially the same form as attached as Exhibit A, and any and all documents associated with the Multiple Use Agreement and the Project.

ADOPTED this _____ day of _____, 2025.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of College Station, hereinafter called College Station, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 14th day of August, 20 25, the governing body for the College Station entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the College Station 's participation in this agreement with the State; and

WHEREAS, the College Station has requested the State to permit the construction, maintenance and operation of a public Automatic License Plate Readers on the highway right of way, (ROADWAY See Attached Exhibits CONTROL SECTION NO. _____). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the College Station will enter into agreements with the State for the purpose of determining the respective responsibilities of the College Station and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

College Station will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the College Station shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the College Station and found not to comply with ADA or TAS shall be corrected at the entire expense of the- College Station

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1 1/2 ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the College Station. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that College Station has failed to comply with these responsibilities, it will perform the necessary work and charge College Station the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The College Station shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The College Station shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the College Station for the use of the facility under this agreement, the College Station will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the College Station must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the College Station 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and College Station shall be responsible for the facility's timely removal at no cost to the State. If the State determines that College Station has failed to timely remove the facility, it will perform the necessary work and charge College Station the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The College Station shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The College Station shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE College Station WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2025, THE City of College Station (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the College Station. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the College Station shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The College Station, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. College Station shall include TxDOT as an additional insured by endorsement in College Station's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the College Station 's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The College Station shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The College Station, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the College Station shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The College Station must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the College Station if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	**(Name of other party)** (Mailing Address)
Texas Department of Transportation Maintenance Division 125 East 11th Street Austin, Texas 78701-2483	City of College Station Police Department PO Box 9960 1101 Texas Ave College Station, TX 77840

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the _____ on the _____ day of _____ , 20 _____ , and the State on the _____ day of _____ , 20_____ .

City of College Station
(Name of other party)

By: _____
Signature

John P. Nichols
Printed Name

Mayor
Title

College Station Police Department
Agency

Kathryn Reiter kreiter@cstx.gov 979-764-6392
Contact Office and Telephone No.

STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Maintenance Division

_____
Printed Name

_____
Date

APPROVAL RECOMMENDED:

_____
District Engineer

_____
Printed Name

_____
Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.

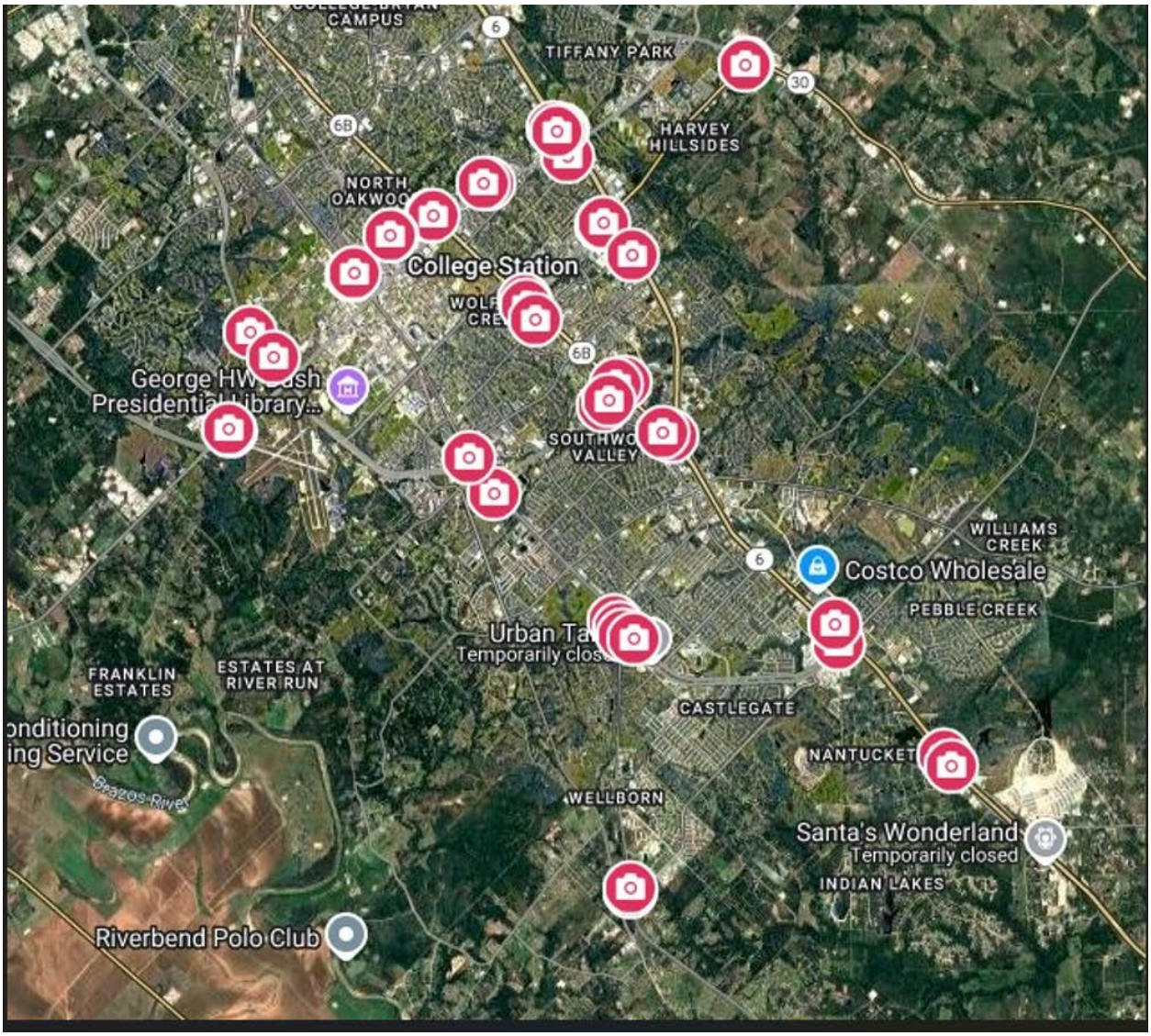
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.

3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.

4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

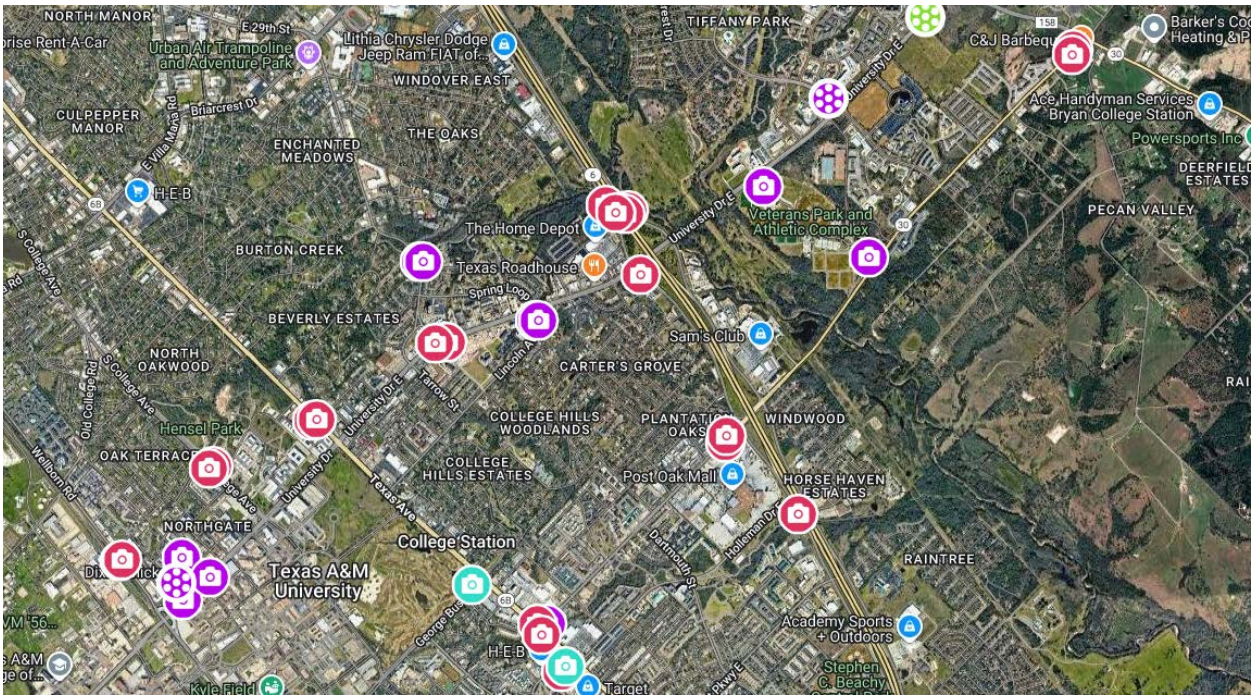
General Layout of TXDOT Cameras in Red
Exhibit A

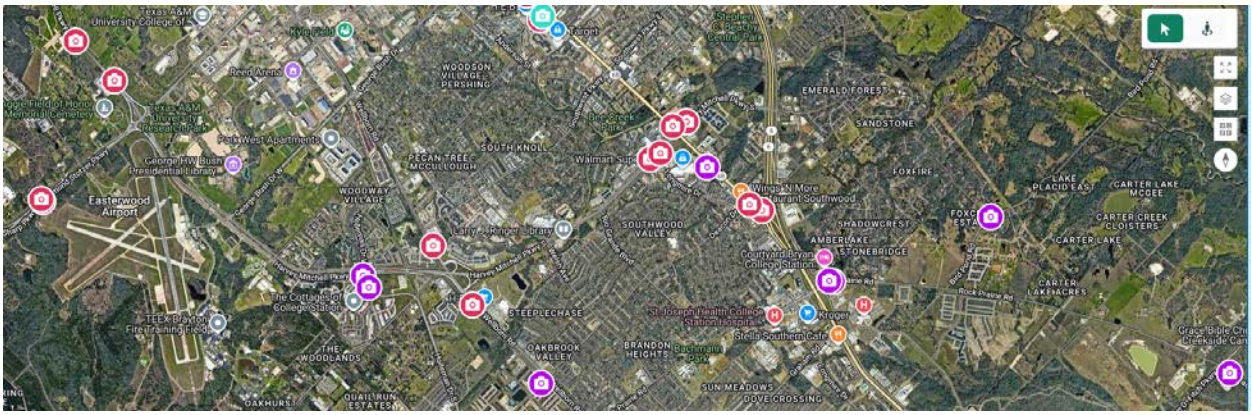


#02 SH6 Frontage Rd @ Burton Creek NB	30.643549,-96.311879	569 Earl Rudder Fwy S, College Station, TX 77802, United States
#06 S Texas Ave @ Hensel Ave SB	30.629267,-96.336910	238 Texas Ave S, College Station, TX 77840, United States
F#001 Harvey Mitchell Pkwy @ F and B Rd SB	30.610042,-96.371698	3748 F and B Rd, College Station, TX 77845-8032, United States
F#002 Harvey Mitchell Pkwy @ Raymond Stotzer Pkwy NB	30.606109,-96.367150	402 Harvey Mitchell Pkwy S, College Station, TX 77845, United States
F#003 S Texas Ave @ Hensel St NB	30.629347,-96.336556	312 Texas Ave S, College Station, TX 77840, United States
F#005 State Highway 30 @ FM158 WB	30.654420,-96.276767	3010 Harvey Rd, College Station, TX 77845, United States
F#007 Harvey Rd @ State Highway 30 EB	30.654091,-96.276911	4300 Harvey Rd, College Station, TX 77845-9435, United States
F#010 Texas Ave S @ Harvey Rd NB	30.615426,-96.319071	1721 Texas Ave S, College Station, TX 77840, United States
F#011 Harvey Mitchell Pkwy S @ Longmire WB	30.598164,-96.304260	151 Harvey Mitchell Pkwy S, College Station, TX 77845, United States
F#012 Wellborn Rd @ Greens Prairie Trail SB	30.517866,-96.298904	4949 Greens Prairie Trail, College Station, TX 77845-9682, United States
F#013 Wellborn Rd @ University Dr NB	30.619714,-96.352098	510 Wellborn Rd N, College Station, TX 77840, United States
F#014 Wellborn Rd @ Natalie St NB	30.619841,-96.351904	515 1st St, College Station, TX 77840-1235, United States
F#016 Texas Ave S @ Harvey Mitchell Pkwy NB	30.592990,-96.291104	3500 State Highway 6 S, College Station, TX 77845, United States
F#017 SH6 Frontage at Burton Creek SB	30.643884,-96.313730	540 Earl Rudder Fwy S, College Station, TX 77802, United States
F#019 Harvey Mitchell Pkwy @ Texas WB	30.601958,-96.299963	2735 Harvey Mitchell Pkwy S, College Station, TX 77845, United States
F#020 Texas Ave S @ Harvey Rd SB	30.614709,-96.318762	1526 Texas Ave S, College Station, TX 77840, United States
F#021 Texas Ave S @ Harvey Mitchell Pkwy WB	30.601482,-96.301637	2714 Texas Ave S, College Station, TX 77840, United States
F#023 Texas Ave @ Holleman Dr NB	30.612224,-96.317187	1812 Holleman Dr, College Station, TX 77840, United States
F#029 University Dr E @ Tarrow St E WB	30.634593,-96.326209	800 University Dr E, College Station, TX 77840, United States
F#031 University Dr @ Tarrow St EB	30.634519,-96.327216	309 University Dr E, College Station, TX 77840, United States
F#037 Texas 6 Frontage Rd @ University Dr SB	30.639132,-96.310979	1700 University Dr E, College Station, TX 77840, United States
F#038 Wellborn Rd @ William D Fitch Pkwy SB	30.562669,-96.301902	13508 Wellborn Rd, College Station, TX 77845-3962, United States

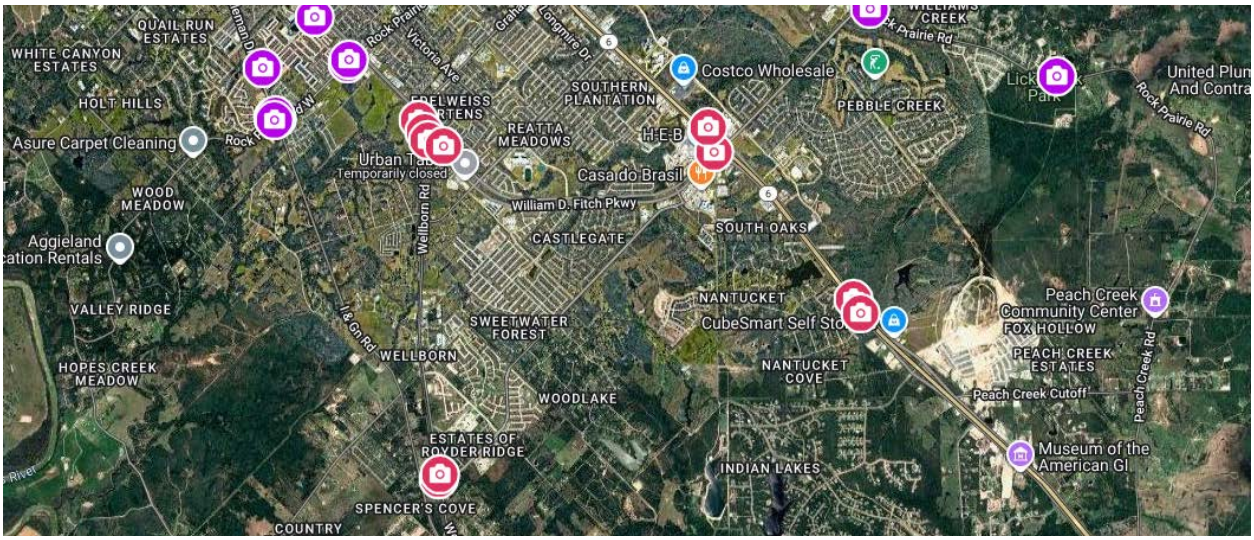
F#043 Harvey Rd @ Texas 6 Frontage Rd EB	30.627822,-96.304291	1508 Harvey Rd, College Station, TX 77840, United States
F#044 Harvey Rd @ Texas 6 Frontage Rd WB	30.628235,-96.304206	1501 Harvey Rd, College Station, TX 77840, United States
F#045 Earl Rudder Fwy S @ Holleman Dr SB	30.622914,-96.298538	2308 Earl Rudder Fwy S, College Station, TX 77840, United States
F#050 College Ave @ Inlow Blvd NB	30.626157,-96.344704	240 College Ave, College Station, TX 77840, United States
F#051 College Ave @ Inlow Blvd SB	30.626046,-96.344995	240 College Ave, College Station, TX 77840, United States
F#052 Wellborn Rd @ William D Fitch Pkwy NB	30.561281,-96.300946	13591 Wellborn Rd, College Station, TX 77845-3962, United States
F#053 William D Fitch Pkwy @ State Highway 6 WB	30.558678,-96.259000	1061 William D Fitch Pkwy, College Station, TX 77845, United States
F#054 William D Fitch Pkwy @ State Highway 6 WB	30.561833,-96.259865	4425 East Byp, College Station, TX 77845, United States
F#062 Wellborn Rd @ Harvey Mitchell Pkwy SB	30.583471,-96.325090	11758 Wellborn Rd, College Station, TX 77845, United States
F#063 Wellborn Rd @ Harvey Mitchell Pkwy NB	30.589447,-96.329778	1477 Wellborn Rd, College Station, TX 77840, United States
F#065 TX-6 @ Deacon Dr SB	30.593571,-96.292594	TX-6, College Station, TX 77845-5837, United States
LR#001 SH 6 @ burton Creek NB	30.643274,-96.312179	500 Earl Rudder Fwy S, College Station, TX 77802, United States
LR#002 IH6 @ Burton Creek SB	30.643351,-96.312895	500 Earl Rudder Fwy S, College Station, TX 77802, United States
LR#003 SH6 @ Parkland Dr NB	30.540345,-96.238738	TX-6 N, College Station, TX 77845-3530, United States
LR#004 SH6 @ Parkland DR	30.538588,-96.237586	TX-6 S, College Station, TX 77845-3530, United States
LR#005 Wellborn Rd @ Greens Prairie Rd NB	30.518525,-96.298823	4940 Greens Prairie Trail, College Station, TX 77845-7279, United States
LR#006 Raymond Stotzer Pkwy @ Highway 47 EB	30.593888,-96.375556	4474 Raymond Stotzer Pkwy, College Station, TX 77845, United States
LR#007 Raymond Stotzer Pkwy @ Highway 47 SB	30.594125,-96.375798	4520 Raymond Stotzer Pkwy, College Station, TX 77845, United States
LR#008 Mitchell Pkwy @ Longmire Dr WB	30.598773,-96.303098	2200 Harvey Mitchell Pkwy S, College Station, TX 77845, United States
LR#009 WIlliam D Fitch Pkwy @ Wellborn Rd SB	30.560260,-96.300421	William D Fitch Pkwy, College Station, TX 77845-3964, United States
LR#010 William D Fitch Pkwy @ Wellborn Rd NB	30.559462,-96.298324	3844 Oldenburg Ln, College Station, TX 77845-3964, United States

Layout of Approved Construction Exhibit C





Layout of Approved Construction Exhibit C



CERTIFICATE OF INSURANCE

Form 1560
(Rev. 07/24)
Previous editions of this form may not be used.

Agents should complete this form by providing all requested information, then either email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Flock Group Inc DBA Flock Safety

Street/Mailing Address: 1170 Howell Mill Rd NW

City/State/Zip: Atlanta, Georgia 30318

Phone Number: (866) 901 - 1781

WORKERS' COMPENSATION INSURANCE COVERAGE:
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Travelers Property Casualty Company of America			**Carrier Phone #:** (415) 732 - 1400	
Address: 100 California St.			**City, State, Zip:** San Francisco, CA 94111	
Type of Insurance	**Policy Number**	**Effective Date**	**Expiration Date**	**Limits of Liability:**
Workers' Compensation	UB-6T346569-24-I3-G	08/23/2024	08/23/2025	Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: Travelers Property Casualty Company of America			**Carrier Phone #:** (415) 732 - 1400	
Address: 100 California St.			**City, State, Zip:** San Francisco, CA 94111	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Commercial General Liability Insurance	H-630-9W194831-TIL-24	08/23/2024	08/23/2025	Not Less Than: $ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: Travelers Property Casualty Company of America			**Carrier Phone #:** (415) 732 - 1400	
Address: 100 California St.			**City, State, Zip:** San Francisco, CA 94111	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Business Automobile Policy	810-6T343696-24-I3-G	08/23/2024	08/23/2025	Not Less Than: $ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name: Travelers Property Casualty Company of America			**Carrier Phone #:** (415) 732 - 1400	
Address: 100 California St.			**City, State, Zip:** San Francisco, CA 94111	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Umbrella Policy	CUP-6T386924-24-I3	08/23/2024	08/23/2025	10,000,000

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

Agency Name	**Address**	**City, State, Zip Code**
Marsh Risk & Insurance Services	Four Ebarcadero Center, Suite 1100	San Francisco, CA 94111

(415) 215 - 0717		10/08/2024
Authorized Agent's Phone Number	**Authorized Agent Original Signature**	**Date**

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

NOTES TO AGENTS:

Agents must provide all requested information then either email, fax, or mail this form as noted below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount on an Acord Form.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The Texas Department of Insurance (TDI) approved forms are the only acceptable proof of insurance for department contracts. The preferred Certificate of Insurance (COI) is on a 1560 or Acord form.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The SIGNATURE of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	$500,000 each occurrence
	$100,000 each occurrence
Property Damage	$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

Completed forms may be submitted by any of the following methods:

Email: CST_Insurance@txdot.gov
Fax: (512) 416-2536
Mail: Texas Department of Transportation
CST – Contract Processing
125 E. 11th Street
Austin, TX 78701-2483

August 14, 2025
Item No. 6.13.
MFV Repeal

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance repealing Chapter 8 "Businesses", Article VIII "Mobile Food Vendors".

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Staff recommends approval of the repeal as it is in accordance with state law changes.

Summary: During the 89th legislative session, the legislature passed H.B. 2844 which preempts a city from requiring a permit or paying a permitting fee for an establishment operating as a mobile food vendor. As part of this bill, mobile food vendors are only required a permit with the Texas Department of State Health Services in order to operate. The current City ordinance adopted in March 2020 is no longer in compliance with state law and should be repealed.

Budget & Financial Summary:

Attachments:
1. MFV Ordinance

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 8 "BUSINESSES", ARTICLE VIII "MOBILE FOOD VENDORS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REPEALING ARTICLE VIII, "MOBILE FOOD VENDORS", IN ITS ENTIRETY; 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 8 "Businesses", Article VIII "Mobile Food Vendors", of the Code of Ordinances of the City of College Station, Texas, be repealed 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 14th day of August, 2025.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That Chapter 8 “Businesses”, Article VIII “Mobile Food Vendors”, of the Code of Ordinances of the City of College Station, Texas” be repealed in its entirety.

August 14, 2025
Item No. 6.14.
Ordinance Revision

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action and discussion regarding an ordinance repealing Chapter 26 over occupancy ordinances.

Relationship to Strategic Goals:

1. Good Governance
2. Core Services

Recommendation(s): Staff recommends approval of the ordinance repeal.

Summary: Based on state legislation, staff recommends repealing language in Chapter 26, Miscellaneous Provision and Offenses, regarding over-occupancy. Specifically, this ordinance repeals Sec. 26-12 “Civil Unrelated Overoccupancy”, Sec. 26-13 “Penal Unrelated Overoccupancy, and Sec. 26-14 “Restricted Occupancy Overlay – Civil Unrelated Overoccupancy.”

Budget & Financial Summary: None

Attachments:
1. Over 4 Ord Repeal

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 26 "MISCELLANEOUS PROVISION AND OFFENSES", SEC. 26-12 "CIVIL UNRELATED OVEROCCUPANCY", SEC. 26-13 "PENAL UNRELATED OVEROCCUPANCY", SEC. 26-14 "RESTRICTED OCCUPANCY OVERLAY—CIVIL UNRELATED OVEROCCUPANCY" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REPEALING SEC. 26-12 "CIVIL UNRELATED OVEROCCUPANCY", SEC. 26-13 "PENAL UNRELATED OVEROCCUPANCY", SEC. 26-14 "RESTRICTED OCCUPANCY OVERLAY—CIVIL UNRELATED OVEROCCUPANCY" IN THEIR ENTIRETY; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 26 "Miscellaneous Provision and Offenses", Sec. 26-12 "Civil Unrelated Overoccupancy", Sec. 26-13 "Penal Unrelated Overoccupancy", Sec. 26-14 "Restricted Occupancy Overlay—Civil Unrelated Overoccupancy" of the Code of Ordinances of the City of College Station, Texas, be repealed 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 14th day of August, 2025.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That Chapter 26 “Miscellaneous Provision and Offenses”:

Sec. 26-12 “Civil Unrelated Overoccupancy”,
Sec. 26-13 “Penal Unrelated Overoccupancy”, and
Sec. 26-14 “Restricted Occupancy Overlay—Civil Unrelated Overoccupancy”

of the Code of Ordinances of the City of College Station, Texas be repealed.

August 14, 2025
Item No. 7.1.
Presentation possible action and discussion on the 2025-2026 ad valorem tax rate; and calling a public hearing on a proposed ad valorem tax rate for FY 2025-2026.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the 2025-2026 ad valorem tax rate; and calling a public hearing on a proposed ad valorem tax rate for FY 2025-2026.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends Council call the public hearing on a proposed ad valorem tax rate for FY 2025-2026.

Summary: The Texas Property Tax Code requires that if an entity wishes to increase tax revenues over the effective tax rate then that entity must call and hold one public hearing on the proposed tax rate. Following each public hearing the City Council must announce the meeting date, time and place to adopt the tax rate.

Budget & Financial Summary: The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:
None

August 14, 2025
Item No. 7.2.
State Law Changes To The Impact Fee Amendment Process

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding state law changes to the impact fee amendment process.

Relationship to Strategic Goals:

Recommendation(s):

Summary: As part of the 89th Legislative Session, S.B. 1883 was adopted into law and takes effect September 1st, 2025. During Council Budget Workshop on July 16th, Council asked staff to bring back a regular agenda item for their consideration to change the Roadway Impact Fee collection rate to $0. Due to the timing of S.B. 1883, the Council needs to post and appoint a new Impact Fee Advisory Committee (IFAC). Currently, the IFAC consist of the Planning and Zoning Commission (P&Z), plus two at large members. S.B. 1883 does not allow the P&Z to serve as the IFAC, and the IFAC composition must be not less than 50 percent of the members being representatives of the real estate, development, or building industries. This item seeks Council direction on the make up and posting for this recomposition, as well as provides a timeline for the originally asked for regular item for consideration of amending the roadway impact fee.

Budget & Financial Summary:

Attachments:
None

August 14, 2025
Item No. 8.1.
Summit Crossing Expansion

Sponsor: Jeff Howell, Senior Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 4.648 acres generally located south of the intersection of University Drive East and East Crest Drive.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): This item was heard at the July 17th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval.

Summary: The applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from General Commercial to Urban Residential to for approximately 4.648 acres, generally located southwest of the intersection of University Drive East and East Crest Drive. The Urban Residential land use designation is appropriate for a range of high-density multifamily and attached residential development in various forms. This Comprehensive Plan Amendment is in conjunction with a rezoning of the property to MF Multi-Family to allow for additional residential development in the area. It is the applicant's intent to develop a multifamily development on the subject property.

REVIEW CRITERIA

1. Changed or changing conditions in the subject area of the City: The area directly abutting the subject property to the south has a future land use designation of Urban Residential. The Urban Residential land use designation is appropriate for range of high-density multifamily and attached residential development in various forms. Buildings may be clustered and grouped. Building setback from street varies but is generally consistent within a development. Also, they are to support commercial, service, office uses, and vertical mixed-use within redevelopment areas. The immediate area is vacant and primarily developed as multifamily development.

The subject property and those properties to the east and west are designated as General Commercial. The General Commercial areas are appropriate for concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility. This request is to change the land use designation of the subject property to Urban Residential which would allow for the residential development on an undeveloped property with close proximity to University Drive East.

2. Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole: The applicant is requesting an amendment to the Future Land Use & Character Map to Urban Residential and has also requested a rezoning to MF Multi-Family for the subject property. This property is a portion of a larger rezoning request for multiple properties to either MF Multi-Family or T Townhouse. The intent

of Urban Residential is intended to accommodate multifamily housing for a diverse population with buildings organized in groups or clusters. The subject property is located near the intersection of University Drive East and East Crest Drive. This corridor continues to experience a high amount of development, however this is toward the edge of the City limits and is closer State Highway 30. This property would be compatible with existing uses, development patterns, and character of MF Multi-Family zoned properties and attached housing in the area. The applicant states they are not changing the current land uses under the comp plan which are Urban Residential and Commercial but rather adjusting common boundaries between the two to allow for a multi-family development.

The applicant held a neighborhood meeting on June 10, 2025. All property owners within 200 feet of the subject property were notified of the neighborhood meeting, and no members of the public were in attendance. Attendees were only the applicant and City Staff.

The proposal is compatible with the character of the area as it allows for multifamily development that is compatible with the surrounding area.

3. Impact on environmentally sensitive and natural areas: There is no FEMA designated floodplain on the property. While not within the subject property, there are existing tributaries and creeks located in the general area.

4. Impacts on infrastructure including water, wastewater, drainage, and the transportation network: Water and wastewater services will be provided by College Station Utilities. There is adequate water and sanitary sewer capacity to support the proposed amendment. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property is located near the intersection of University Drive East and East Crest Drive. University Drive East is identified as a Major Arterial on the Thoroughfare Plan, while East Crest Drive is a local street within the City of Bryan. The proposed designation may increase the potential traffic generated in comparison to the existing General Commercial designation, however a Traffic Impact Analysis with the associated rezoning was submitted. As part of the TIA, mitigation recommendations included a signal to be provided at University Drive East and East Crest Drive to be constructed when the amount of development produces 1,393 daily trips and a roundabout or signal along Harvey Road at Summit Crossing Lane when the amount of development produces 1,615 daily trips.

5. Consistency with the goals and strategies set forth in the Comprehensive Plan: The intent of College Station's Comprehensive Plan is to create distinctive places, vibrant districts, attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas. The proposed amendment to Urban Residential, defined as areas that are appropriate for a range of high-density multifamily and attached residential development in various forms and limited non-residential uses are compatible with the surrounding area.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Aerial and Small Area Map
3. Comprehensive Plan Exhibit
4. Background Information

5. Applicant’s Supporting Information
6. Comprehensive Plan Amendment Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM GENERAL COMMERCIAL TO URBAN RESIDENTIAL FOR APPROXIMATELY 4.648 ACRES OF LAND, GENERALLY LOCATED SOUTH OF THE INTERSECTION OF UNIVERSITY DRIVE EAST AND EAST CREST DRIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the "Official City of College Station Comprehensive Plan" is hereby amended by adding new Subsection "E.1.m." of Exhibit "A" thereto as set out in Exhibit "A" attached hereto and made a part hereof; as set out in Exhibit "B" attached hereto and made a part hereof.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

PART 3: That this Ordinance shall take effect immediately from and after its passage.

PASSED, ADOPTED and APPROVED this _____ day of ____, 2025.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That Ordinance No.4303 adopting the "Official City of College Station Comprehensive Plan" as amended, is hereby amended by adding Subsection "E.1.m." to Exhibit "A" of said plan for Exhibit "A" to read in its entirety as follows:

A. Comprehensive Plan

The Official City of College Station Comprehensive Plan (Ordinance 4303) is hereby adopted and consists of the following:

1. Plan Foundation;
2. Distinctive Places;
3. Strong Neighborhoods;
4. A Prosperous Economy;
5. Engaging Spaces;
6. Integrated Mobility;
7. Exceptional Services;
8. Managed Growth;
9. Collaborative Partnerships; and
10. Plan Implementation

B. Master Plans

The following Master Plans are hereby adopted and made a part of the Official City of College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
5. Parks, Recreation, and Open Spaces Master Plan dated July 2011;
6. Medical District Master Plan dated October 2012;
7. Economic Development Master Plan dated May 2020;
8. The Water System Master Plan dated April 2017;
9. The Wastewater System Master Plan dated April 2017;
10. Northeast Gateway Redevelopment Plan dated September 2023;
11. Wellborn District Plan dated October 2023; and
12. Housing Action Plan dated September 2024.

C. Master Plan Amendments

The following Master Plan Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Expiring the East College Station Transportation Study dated May 2005 – Ordinance 4404, dated November 10, 2022.
2. Expiring the Central College Station Neighborhood Plan dated June 2010 – Ordinance 4404, dated November 10, 2022.
3. Expiring the Eastgate Neighborhood Plan dated June 2011 – Ordinance 4404, dated November 10, 2022.
4. Expiring the Southside Area Neighborhood Plan dated August 2012 – Ordinance 4404, dated November 10, 2022.
5. Expiring the South Knoll Neighborhood Plan dated September 2013 – Ordinance 4404, dated November 10, 2022.
6. Amended as shown in the Northeast Gateway Redevelopment Plan for Map 5.4 Proposed Bicycle Facilities and Map 5.5 Proposed Pedestrian Facilities within the Bicycle, Pedestrian, and Greenways Master Plan – Ordinance 4470, dated September 28, 2023.
7. Amended as shown in the Wellborn District Plan for Map 5.4 Proposed Bicycle Facilities and Map 5.5 Proposed Pedestrian Facilities within the Bicycle, Pedestrian, and Greenways Master Plan – Ordinance 4474, dated October 12, 2023.

D. Text Amendments

The following Text Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Text Amendments:
    a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.
    b. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to remove expired plans – Ordinance 4404, dated November 10, 2022.
    c. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to rename the Texas Avenue & University Drive (FM 60)

Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.

d. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to update it to the Wellborn District Plan, to revise the Future Land Use & Character descriptions to remove the Wellborn future land use and incorporate it and the Wellborn-specific zoning districts into the Neighborhood Commercial, Suburban Residential, and Estate Residential future land use descriptions and generally appropriate zoning districts – Ordinance 4474, dated October 12, 2023.

E. Map Amendments

The following Map Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Future Land Use & Character Map:
    a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.
    b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
    c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 4388, dated September 8, 2022.
    d. Approximately 2.611 acres of land, generally located at 100 - 170 Graham Road from Business Center to Neighborhood Commercial – Ordinance 4435, dated May 15, 2023.
    e. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023..
    f. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
    g. Approximately 3.25 acres of land generally located west of the intersection of Nantucket Drive and State Highway 6 S from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas – Ordinance 4520, dated May 23, 2024.
    h. Approximately 3 acres of land generally located at located at 116 and 120 Morgans Lane from Urban Residential to General Commercial.
    i. Approximately 11 acres of land generally located at 3182 Holleman Drive South from Mixed Residential and Natural & Open Areas to Urban Residential.

j. Approximately 1.047 acres of land generally located at 3423 Cain Road and 3197 Holleman Drive South from Mixed Residential to General Commercial.
k. Approximately 3.60 acres of land generally located at 3768 McCullough Road from Estate Residential to Neighborhood Commercial – Ordinance 4578, dated February 27, 2025
l. Approximately 2.752 acres of land generally located at 2360 Harvey Mitchell Parkway South from General Commercial to Urban Residential – Ordinance 4596, dated June 12, 2025
m. Approximately 4.648 acres of land generally located south of the intersection of University Drive East and East Crest Drive from General Commercial to Urban Residential.

2. Planning Areas Map:
    a. Removing the Central College Station Neighborhood Plan, Eastgate Neighborhood Plan, Southside Area Neighborhood Plan, and South Knoll Neighborhood Plan – Ordinance 4404, dated November 10, 2022.
    b. Renaming the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    c. Renaming the Wellborn Community Plan to the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

3. Functional Classification & Context Class Map:
    a. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    b. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

F. General

1. **Conflict.** All parts of the Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.

2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction ("ETJ"). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares,

bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.

3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be, nor be considered, a zoning map, shall not constitute zoning regulations or establish zoning boundaries, and shall not be site or parcel specific but shall be used to illustrate generalized locations.

4. **General nature of College Station Comprehensive Plan.** The Comprehensive Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive Plan without being considered an amendment thereto.

5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

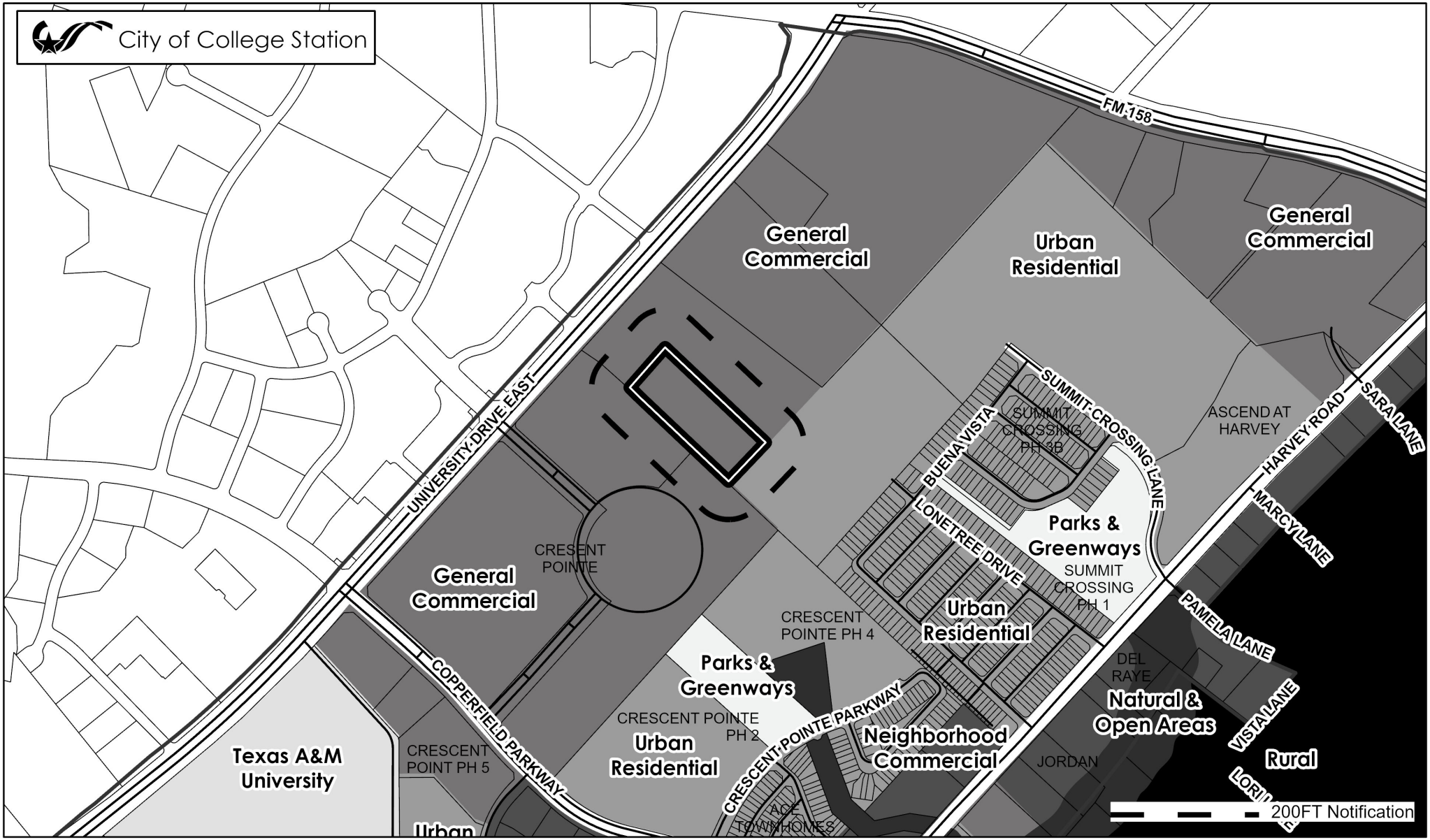
EXHIBIT B

That the "Official City of College Station Comprehensive Plan" is hereby amended by amending a portion of the map titled "Future Land Use & Character" from General Commercial to Urban Residential for the following property:

SUMMIT CROSSING EXPANSION

Case: CPA2025-000001

COMPREHENSIVE PLAN AMENDMENT



FUTURE LAND USE DISTRICTS (In Grayscale)

Residential
- Urban Residential
- Mixed Residential
- Suburban Residential
- Estate Residential
- Rural
- Neighborhood Conservation

Non-Residential
- General Commercial
- Neighborhood Commercial
- Business Center
- Medical

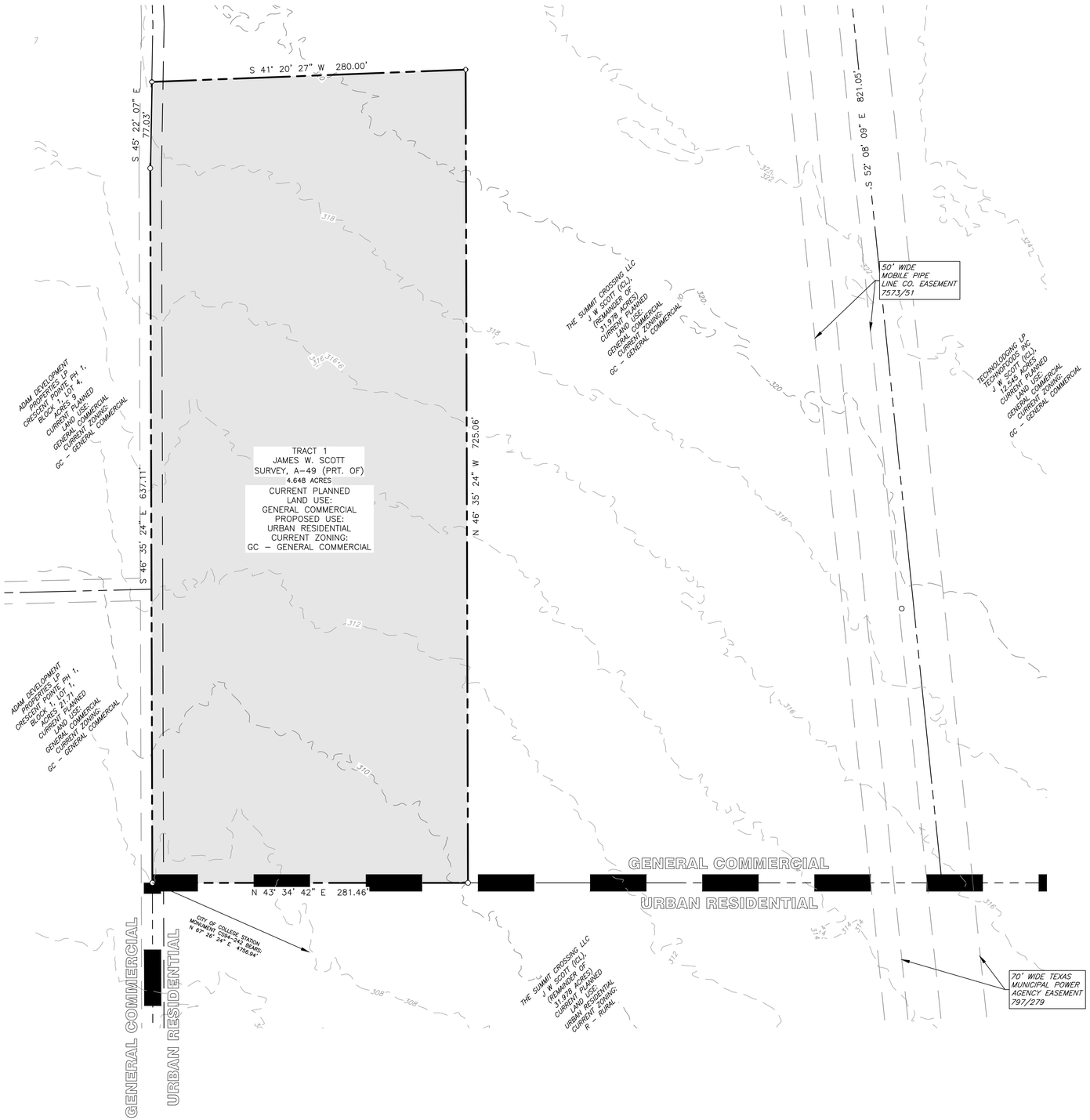
Combined Centers
- Urban Center
- Neighborhood Center

Other
- Institutional/Public
- TAMU
- Parks & Greenways
- Natural & Open Areas
- Redevelopment Areas

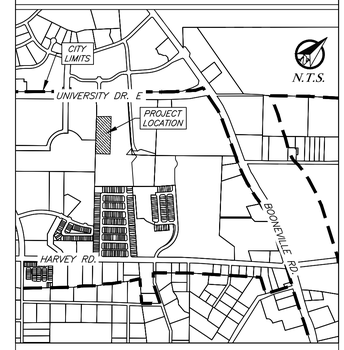
NORTH 0 500 1,000 Feet

SUMMIT CROSSING EXPANSION

Case: CPA2025-000001 COMPREHENSIVE PLAN AMENDMENT



Vicinity Map



General Notes:

1. Bearing System shown hereon is based on the Texas State plane Central Zone grid north as established from GPS observation using the LEICA Smartnet NAD83 (NA2011) Epoch 2010 multi-year CORS solution 2 (MYCS2).
2. Distances shown hereon are surface distances unless otherwise noted. to obtain grid distances (not areas) divide by a combined scale factor of 1.00011060575660 (Calculated using GEOID12B).
3. Iron rods will be set at all angle points and lot corners, unless stated otherwise.
4. This lot is not within the 100-YR floodplain according to the DFIRM for Brazos County, Texas and Incorporated areas, Map No. 48041C0220F, Map No. 48041C0185E effective April 02, 2014.
5. Blanket Easement to City of Bryan, 98/90 & 98/184, does apply to this tract.
6. Easement to Wixon Water Supply Corp., 309/670 DRBCT, may or may not cross this tract. easement calls to be 20' wide, centered on a single water pipeline as installed. Location of the water line covered by this easement is not described and cannot be plotted.

50 25 0 50

COMPREHENSIVE PLAN AMENDMENT

James W. Scott Survey, A-49

4.648 Acres

College Station, Brazos County, Texas
June 2025

Owner:
The Summit Crossing LLC
809 University Dr. E
College Station, TX 77840

Surveyor:
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
979-268-3195
TBPLES #10018500
Project #21-687

Engineer:
J4 Engineering
PO Box 5192
Bryan, TX 77805
979-739-0567
TBPE F-9951

J4 Engineering 6/10/25 \\J4e--server\J\2021\21-062 Summit Crossing Expansion\Master Plan\Summit Crossing Expansion-Master Plan.dwg J4E Project # 21-062

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: July 17, 2025
Advertised Council Hearing Date: August 14, 2025

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Summit Crossing HOA

Property owner notices mailed: 5

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Commercial	GC General Commercial	Vacant
South	Urban Residential	R Rural	Vacant
East	General Commercial	GC General Commercial	Vacant
West	General Commercial	GC General Commercial	Office

DEVELOPMENT HISTORY

Annexed: September 1980
Zoning: A-O Agricultural-Open (upon annexation 1980)
A-O Agricultural-Open to C-1 General Commercial (2008)
C-1 General Commercial renamed to GC General Commercial (2012)

Final Plat: Unplatted
Site Development: Vacant

COMP PLAN APPLICATION
SUPPORTING INFORMATION

Name of Project: SUMMIT CROSSING EXPANSION (CPA2025-000001)

Address:

Legal Description: A004901, J W SCOTT (ICL), TRACT 35.1, 31.978 ACRES

Total Acreage: 5.604

Applicant: J4 ENGINEERING

Property Owner: THE SUMMIT CROSSING LLC

What element of the Comprehensive Plan and at what location is requested to be amended?

Land Use

What is the amendment requested?
Adjust the boundaries between Commercial and Urban Residential

What is the reason for the amendment?
Boundary adjustments are needed to fit proposed residential projects

How will this change be compatible with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the city as a whole?

We are not changing the current land uses under the Comp plan which are Urban Residential and Commercial but rather adjusting common boundaries between the two to allow for a multi-family development.

Explain the impact on environmentally sensitive and natural areas and infrastructure, including water, wastewater, drainage and transportation network.

Since the land uses are not changing, they are still compatible with the existing uses.

Explain how this change will be consistant with the goals and strategies set forth in the Comprehensive Plan.

Since the land uses are not changing, they are still compatible with the existing uses.

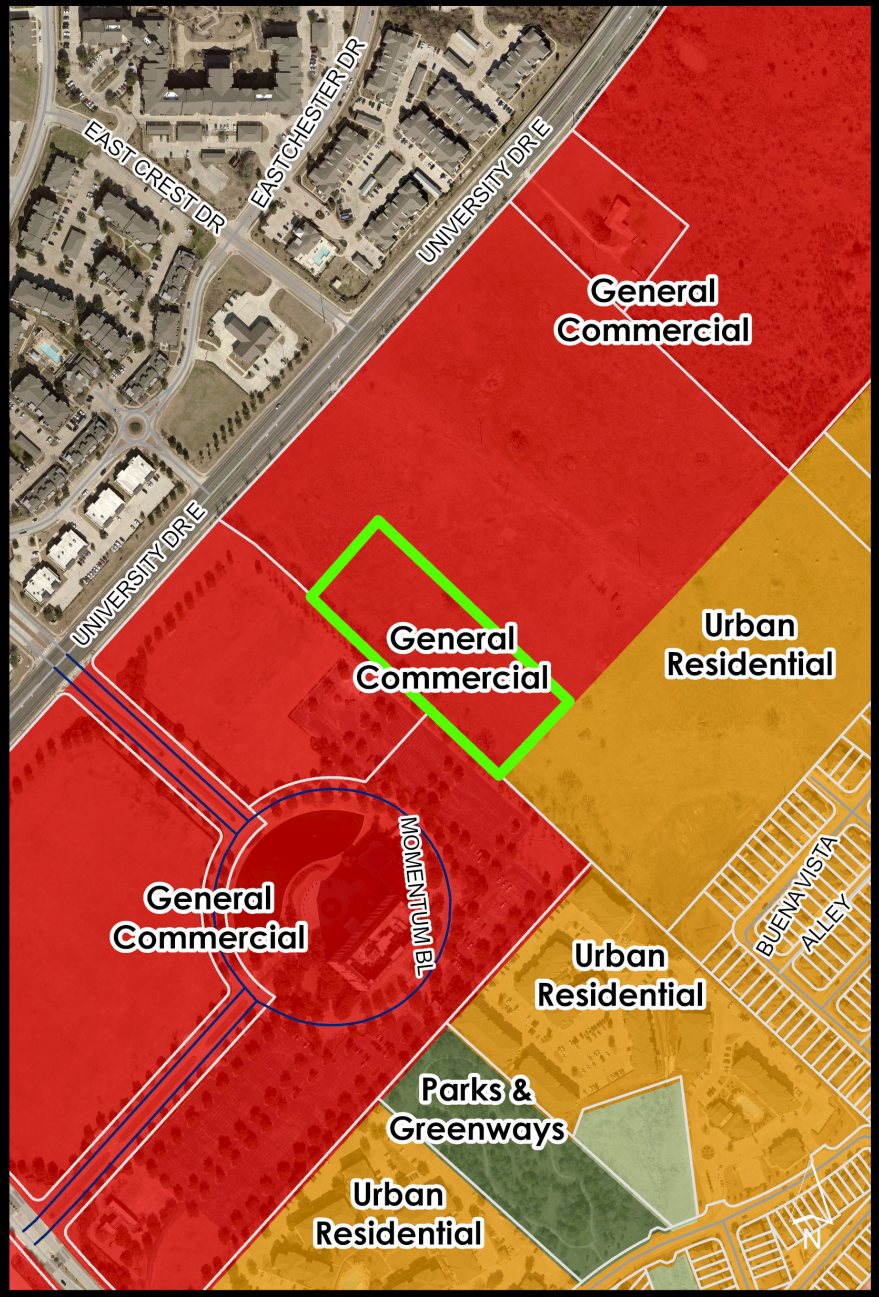
List any other reasons to support this zone change.

N/A

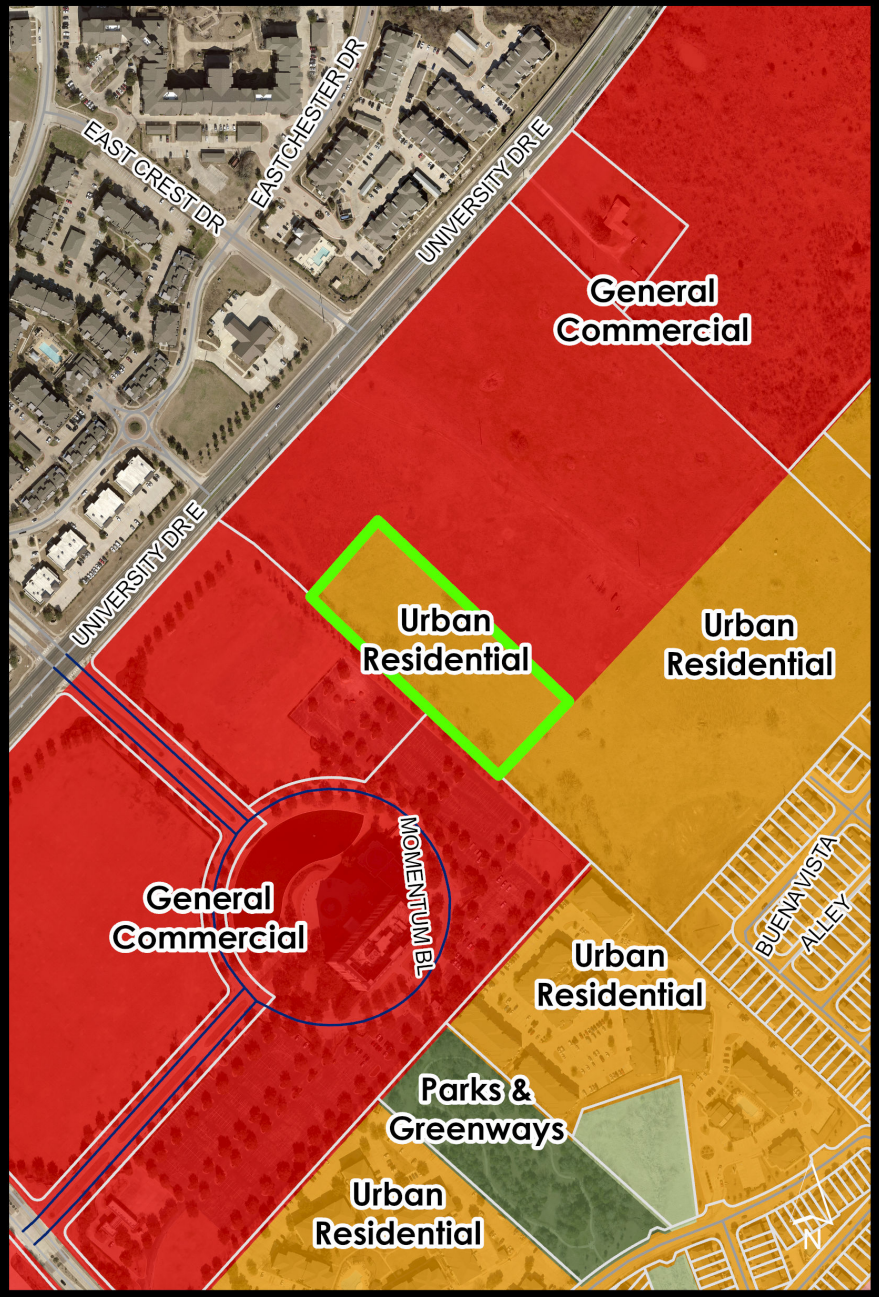
List any other additional properties.

3900 UNIVERSITY DR E

EXISTING
Future Land Use



PROPOSED
Future Land Use



August 14, 2025
Item No. 8.2.
Summit Crossing Expansion

Sponsor: Jeff Howell, Senior Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GC General Commercial, R Rural, and T Townhouse to MF Multi-Family (28.855 acres) and T Townhouse (9.385 acres) for approximately 38.24 acres generally located south of the intersection of University Drive East and East Crest Drive as well as at the terminus of Summit Crossing Lane.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): This item was heard at the July 17th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval with the following condition: The 4.648 acres of land associated with the Comprehensive Plan Amendment (CPA2025-000001) be removed from the rezoning request.

Summary: This request is to rezone approximately 38.24 acres of land generally located south of the intersection of University Drive East and East Crest Drive as well as at the terminus of Summit Crossing Lane from GC General Commercial, R Rural, and T Townhouse to MF Multi-Family and T Townhouse. The area proposed to be rezoned consists of portions of three un-platted properties and is currently vacant. A portion of the property was originally zoned R Rural upon annexation to the City in 1980, while a small portion was recently rezoned to T Townhouse in 2006 and the GC General Commercial rezoning taking place later in 2008. This zoning request is in effort to provide additional housing and residential density to the area. The applicant is requesting the MF Multi-Family zoning district for a proposed multi-family development which would not be permitted within the R Rural, GC General Commercial or T Townhouse zoning districts. The applicant is also requesting the zoning district change to allow for a proposed townhome development which would not be allowed on properties zoned R Rural or GC General Commercial.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:
The subject tract is partially designated as General Commercial on the Comprehensive Plan Future Land Use & Character Map. For the General Commercial land use, the Comprehensive Plan provides the following:

Areas appropriate for concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.

The intent of the General Commercial land use is to accommodate commercial uses, concentrate development at major intersections, and encourage shared surface parking.

The zoning districts that are generally appropriate within the General Commercial land use include:

General commercial, office, and mixed-use zoning.

A portion of subject tract is also designated as Urban Residential on the Comprehensive Plan Future Land Use & Character Map. For the Urban Residential land use, the Comprehensive Plan provides the following:

Areas appropriate for range of high-density multifamily and attached residential development in various forms. Buildings may be clustered and grouped. Building setback from street varies but is generally consistent within a development. Also, they are to support commercial, service, office uses, and vertical mixed-use within redevelopment areas.

The intent of the Urban Residential land use is to accommodate a wide range of attractive multifamily housing for a diverse population. Buildings may be clustered and grouped with connectivity between developments.

The zoning districts that are generally appropriate within the Urban Residential land use include: Multi-family, townhouse, mixed-use, and limited suburban commercial zoning.

The applicant has submitted an amendment request for a land use change from General Commercial to Urban Residential which includes a portion of this rezoning request. The proposed rezoning request to MF Multi-Family and T Townhouse is consistent with the amendment to the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:
The subject property is near other existing multi-family and office uses which are adjacent to the west. To the south, the properties are developed as townhomes, with an area that remains undeveloped to the southeast. Other properties to the east include a commercial use on State Highway 30 and a portion that is vacant as well. Along University Drive East to the north, there is an existing commercial development as well as other multifamily development and a single-family use as well. The proposed zoning district is appropriate in the context of the area as it would allow for infill with additional housing options to be located adjacent to similar development. Access to major thoroughfares including University Drive East and Summit Crossing Lane would be coordinated through platting and connecting to the existing developments.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:
The size and location of the subject property is suitable for a multi-family and townhome development, but would have to conform to the density standards for each district. The site also has adequate space to meet the minimal dimensional standards as set forth in the Unified Development Ordinance.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:
The existing water and wastewater infrastructure is adequate to support the needs of this development. Drainage and any other infrastructure required with site redevelopment shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is located near the intersection of University Drive East and East Crest Drive, as well as adjacent to Summit Crossing Lane and Lonetree Drive. University Drive East is identified as a Major Arterial on the Thoroughfare Plan, while Summit Crossing Lane is a Minor Collector. Additional right-

of-way will need to be continued and dedicated as part of the platting process to provide circulation and connect to existing roadways. A Traffic Impact Analysis (TIA) was submitted with the application. As part of the TIA, mitigation recommendations included a signal to be provided at University Drive East and East Crest Drive to be constructed when the amount of development produces 1,393 daily trips and a roundabout or signal along Harvey Road at Summit Crossing Lane when the amount of development produces 1,615 daily trips.

5. The marketability of the property:
The applicant states this is an expansion of uses and the area is a growing and urban residential development is the highest and best use of the property.

Budget & Financial Summary: N/A

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM GC GENERAL COMMERCIAL, R RURAL, & T TOWNHOUSE TO MF MULTI-FAMILY (28.855 ACRES) & T TOWNHOUSE (9.385 ACRES) FOR APPROXIMATELY 38.24 ACRES GENERALLY LOCATED SOUTH OF THE INTERSECTION OF UNIVERSITY DRIVE EAST AND EAST CREST DRIVE AS WELL AS AT THE TERMINUS OF SUMMIT CROSSING LANE CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GC General Commercial, R Rural, & T Townhouse to MF Multi-Family (28.855 acres) & T Townhouse (9.385 acres):

Tract 1 - GC General Commercial to MF Multi-Family (4.648 acres)

TRACT 1

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
4.648 ACRE TRACT (TRACT 1)
JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 4.648 ACRES IN THE JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 31.978 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE SUMMIT CROSSING, LLC, RECORDED IN VOLUME 7675, PAGE 179 (OPRBCT); SAID 4.648 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the northeast line of Lot 2R, Block 3, of Crescent Pointe, Phase 4, filed in Volume 9490, Page 112 (OPRBCT), for the west corner of Summit Crossing, Phase 2B, filed in Volume 13192, Page 218 (OPRBCT) and being the south corner of said 31.978 acres;

THENCE, with the common line of said Lot 2R and said 31.978 acres, **N 46° 35' 24" W**, passing at a distance of 283.39 feet a 1/2 inch iron rod found for the north corner of said Lot 2R and being the east corner of Lot 1, Block 1, of Crescent Pointe Subdivision filed in Volume 5708, Page 76 (OPRBCT) and continuing with the common line of said Lot 1 and said 31.978 acres for a total distance of **632.30 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-242 bears N 67° 26' 24" E a distance of 4,756.94 feet;

THENCE, through said 31.978 acres for the following three (3) courses and distances:

1) **N 43° 34' 42" E**, for a distance of **281.46 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the east corner hereof, from which a 5/8 inch iron rod with a yellow broken cap found bears N 43° 34' 42" E, a distance of 422.64 feet;
2) **N 46° 35' 24" W**, for a distance of **725.06 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the north corner hereof;
3) **S 41° 20' 27" W**, for a distance of **280.00 feet** to a point for corner that falls in a 24 inch hackberry tree on the common line of said 31.978 acres and Crescent Pointe, Block 1, filed in Volume 5708, Page 76 (OPRBCT), for the west corner hereof;

THENCE, with the common line of said 31.978 acres and said Crescent Pointe for the following two (2) courses an distances:

1) **S 45° 22' 07" E**, for a distance of **77.03 feet** to a dead tree found;

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TRACT 1

2) **S 46° 35' 24" E**, passing at a distance of 375.31 feet a 1/2 inch iron rod with a plastic cap stamped "K MCCLURE" found and continuing for a total distance of **637.11 feet** to the **POINT OF BEGINNING** hereof and containing **4.648 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00011060575660 (calculated using GEOID12B).

1/10/25

Michael Konetski

Registered Professional Land Surveyor No. 6531

STATE OF TEXAS
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Tract 2 - GC General Commercial to MF Multi-Family (0.234 acres)

TRACT 2

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

0.234 ACRE TRACT

JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 0.234 ACRES IN THE JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 12.545 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TECHNOLODGING, LP. RECORDED IN VOLUME 7675, PAGE 200 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT) AND A PORTION OF A CALLED 31.978 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE SUMMIT CROSSING, LLC, RECORDED IN VOLUME 7675, PAGE 179 (OPRBCT); SAID 0.234 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found for the east corner of said 12.545 acres and being the north corner of said 31.978 acres and being the south corner of a portion of a called 35.91 acre tract of land described in a deed to Conaway Holdings, LP, recorded in Volume 12952, Page 280 (OPRBCT) and being the west corner of the remainder of a called 98.202 acre tract of land described in a deed to The Summit Crossing, LLC, recorded in Volume 7541, Page 214 (OPRBCT);

THENCE, with the common line of said 12.545 acres and said 31.978 acres for the following two (2) courses and distances:

1) **S 43° 34' 42" W**, for a distance of **389.17 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-242 bears N 71° 48' 07" E a distance of 4,069.07 feet;
2) **S 43° 34' 42" W**, passing at a distance of 60.95 feet a 5/8 inch iron rod with a broken yellow cap found for the south corner of said 12.545 acres and being an interior ell corner of said 31.978 acres and continuing through said 31.978 acres for a total distance of **168.27 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the south corner hereof;

THENCE, continuing through said 31.978 acres, **N 08° 55' 42" W**, passing at a distance of 155.58 feet the common line of said 31.978 acres and said 12.545 acres and continuing through said 12.545 acres for a total distance of **161.12 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;

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TRACT 2

THENCE, continuing through said 12.545 acres with a curve to the left, having a radius of **480.00 feet**, an arc length of **146.41 feet**, a delta angle of **17° 28' 36"**, and a chord which bears **S 75° 11' 35" E**, a distance of **145.84 feet**, to the **POINT OF BEGINNING** hereof and containing **0.234 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00011060575660 (calculated using GEOID12B).

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Tract 3 - GC General Commercial to T Townhouse (0.722 acres)

TRACT 3

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
0.722 ACRE TRACT
JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 0.722 ACRES IN THE JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 12.545 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TECHNOLODGING, LP. RECORDED IN VOLUME 7675, PAGE 200 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.722 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found for the east corner of said 12.545 acres and being the north corner of a called 31.978 acre tract of land described in a deed to The Summit Crossing, LLC, recorded in Volume 7675, Page 179 (OPRBCT) and being the south corner of a portion of a called 35.91 acre tract of land described in a deed to Conaway Holdings, LP, recorded in Volume 12952, Page 280 (OPRBCT) and being the west corner of the remainder of a called 98.202 acre tract of land described in a deed to The Summit Crossing, LLC, recorded in Volume 7541, Page 214 (OPRBCT) and the east corner hereof, from which the City of College Station Monument CS94-242 bears N 74° 37' 47" E a distance of 3,730.71 feet;

THENCE, with the common line of said 12.545 acres and said 31.978 acres, **S 43° 34' 42" W**, for a distance of **389.17 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the south corner hereof, from which a 5/8 inch iron rod with a broken yellow cap found for the south corner of said 12.545 acres and being an interior ell corner of said 31.978 acres bears S 43° 34' 42" W, a distance of 60.95 feet;

THENCE, through said 12.545 acres for the following six (6) courses and distances:

1) With a curve to the right, having a radius of **480.00 feet**, an arc length of **90.58 feet**, a delta angle of **10° 48' 45"**, and a chord which bears **N 78° 31' 31" W**, a distance of **90.45 feet**, to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
2) **N 43° 34' 42" E**, for a distance of **68.42 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
3) **N 55° 19' 50" E**, for a distance of **20.71 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
4) **N 09° 00' 01" E**, for a distance of **46.33 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;

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5) With a curve to the right, having a radius of **50.00 feet**, an arc length of **43.27 feet**, a delta angle of **49° 34' 43"**, and a chord which bears **N 33° 47' 22" E**, a distance of **41.93 feet**, to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
6) **N 58° 34' 44" E**, for a distance of **278.99 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set on the common line of said 12.545 acres and said portion of called 35.91 acres, from which a 1/2 inch iron rod found for the north corner of said 12.545 acres bears N 45° 43' 48" W, a distance of 1,042.33 feet;

THENCE, with the common line of said 12.545 acres and said portion of 35.91 acres **S 45° 43' 48" E**, for a distance of **33.61 feet** to the **POINT OF BEGINNING** hereof and containing **0.722 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00011060575660 (calculated using GEOID12B).

STATE OF TEXAS
REGISTERED
MICHAEL KONETSKI
6531
PROFESSIONAL
LAND SURVEYOR

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Tract 4 – R Rural to T Townhouse (8.663 acres)

TRACT 4

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
8.663 ACRE TRACT (TRACT 4)
JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 8.663 ACRES IN THE JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 31.978 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE SUMMIT CROSSING, LLC, RECORDED IN VOLUME 7675, PAGE 179 (OPRBCT); SAID 8.663 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found on the northeast line of Lot 2R, Block 3, of Crescent Pointe, Phase 4, filed in Volume 9490, Page 112 (OPRBCT), for the west corner of Summit Crossing, Phase 2B, filed in Volume 13192, Page 218 (OPRBCT) and being the south corner of said 31.978 acres and the south corner hereof, from which the City of College Station Monument CS94-242 bears N 60° 07' 34" E a distance of 4,536.37 feet;

THENCE, with the common line of said Lot 2R and said 31.978 acres, **N 46° 35' 24" W**, for a distance of **198.36 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for a westerly corner hereof, from which a 1/2 inch iron rod found for the north corner of said Lot 2R bears N 46° 35' 24" W, a distance of 85.03 feet;

THENCE, through said 31.978 acres for the following six (6) courses and distances:

1) **N 43° 23' 54" E**, for a distance of **377.88 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
2) **S 49° 01' 25" E**, for a distance of **36.51 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
3) **N 41° 20' 27" E**, for a distance of **356.80 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
4) **N 52° 15' 45" W**, for a distance of **308.90 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
5) **N 08° 55' 42" W**, for a distance of **143.96 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
6) With a curve to the right, having a radius of **480.00 feet**, an arc length of **44.19 feet**, a delta angle of **05° 16' 31"**, and a chord which bears **N 86° 34' 09" W**, a distance of **44.18 feet**, to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set on the common line of a called 12.545 acre tract of land described in a deed to Technolodging, LP, recorded in Volume 7675, Page 200 (OPRBCT) and said 31.978 acres, for a westerly corner hereof, from which a 5/8 inch iron rod with a broken yellow cap found bears S 43° 34' 42" W, a distance of 60.95 feet;

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TRACT 4

THENCE, with the common line of said 12.545 acres and said 31.978 acres, **N 43° 34' 42" E**, for a distance of **389.17 feet** to a 1/2 inch iron rod with a yellow plastic cap stamped "KERR SURVEYING" found for the east corner of said 12.545 acres, and for the south corner of a tract called to be a portion of 35.91 acres described in a deed to Conaway Holding, LP, recorded in Volume 12952, Page 280 (OPRBCT) and also being the west corner of the remainder of a called 98.202 acre tract of land described in a deed to The Summit Crossing, LLC, recorded in Volume 7541, Page 214 (OPRBCT) and also being the north corner of said 31.978 acres and the north corner hereof;

THENCE, with the common line of said remainder of 98.202 acres and said 31.978 acres, **S 45° 49' 20" E**, for a distance of **593.58 feet** to a 1/2 inch iron rod found on the northwest line of Summit Crossing, Phase 3C, filed in Volume 14635, Page 151 (OPRBCT), for a southerly corner of said remainder of 98.202 acres and being the east corner of said 31.978 acres and the east corner hereof;

THENCE, with the common line of said 31.978 acres and said Summit Crossing, Phase 3C, **S 41° 38' 31" W**, passing at a distance of 421.68 feet the common corner of said Summit Crossing, Phase 3C, and said Summit Crossing, Phase 2B, and continuing with the common line of said Phase 2B and said 31.978 acre for a total distance of **1,146.81 feet** to the **POINT OF BEGINNING** hereof and containing **8.663 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00011060575660 (calculated using GEOID12B).

1/10/25

Michael Konetski
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Tract 5 – R Rural to MF Multi-Family (7.520 acres)

TRACT 5

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
7.520 ACRE TRACT (TRACT 5)
JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 7.520 ACRES IN THE JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 31.978 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE SUMMIT CROSSING, LLC, RECORDED IN VOLUME 7675, PAGE 179 (OPRBCT); SAID 7.520 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the northeast line of Lot 2R, Block 3, of Crescent Pointe, Phase 4, filed in Volume 9490, Page 112 (OPRBCT), for the west corner of Summit Crossing, Phase 2B, filed in Volume 13192, Page 218 (OPRBCT) and being the south corner of said 31.978 acres;

THENCE, with the common line of said Lot 2R and said 31.978 acres, **N 46° 35' 24" W**, for a distance of 198.36 feet to a point for corner that falls in a 5 inch elm tree for the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-242 bears N 62° 29' 40" E a distance of 4,597.35 feet;

THENCE, continuing with the common line of said Lot 2R and said 31.978 acres, **N 46° 35' 24" W**, passing at a distance of 85.03 feet a 1/2 inch iron rod found for the north corner of said Lot 2R and being the east corner of Lot 1, Block 1, of Crescent Pointe Subdivision filed in Volume 5708, Page 76 (OPRBCT) and continuing with the common line of said Lot 1 and said 31.978 acres for a total distance of **433.94 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the west corner hereof, from which a 1/2 inch iron rod with a plastic cap stamped "K MCCLURE" found for the north corner of said Lot 1 bears N 46° 35' 24" W a distance of 261.80 feet;

THENCE, through said 31.978 acres, **N 43° 34' 42" E**, passing at a distance of 704.10 feet a 5/8 inch iron rod with a broken yellow cap found for the south corner of a called 12.545 acre tract of land described in a deed to Technolodging, LP, recorded in Volume 7675, Page 200 (OPRBCT) and continuing with the common line of said 12.545 acres and said 31.978 acres for a total distance of **765.05 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the north corner hereof, from which a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found for the north corner of said 31.978 acres bears N 43° 34' 42" E a distance of 389.17 feet;

THENCE, through said 31.978 acres for the following six (6) courses and distances:

1) With a curve to the left, having a radius of **480.00 feet**, an arc length of **44.19 feet**, a delta angle of **05° 16' 31"**, and a chord which bears **S 86° 34' 09" E**, a distance of **44.18 feet**, to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;

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TRACT 5

2) **S 08° 55' 42" E**, for a distance of **143.96 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
3) **S 52° 15' 45" E**, for a distance of **308.90 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
4) **S 41° 20' 27" W**, for a distance of **356.80 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
5) **N 49° 01' 25" W**, for a distance of **36.51 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
6) **S 43° 23' 54" W**, for a distance of **377.88 feet** to the **POINT OF BEGINNING** hereof and containing **7.520 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00011060575660 (calculated using GEOID12B).

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Tract 6 – T Townhouse to MF Multi-Family (16.453 acres)

TRACT 6

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

16.453 ACRE TRACT (TRACT 6)

JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 16.453 ACRES IN THE JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 98.202 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE SUMMIT CROSSING, LLC. RECORDED IN VOLUME 7541, PAGE 214 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 16.453 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found for the north corner of a called 31.978 acre tract described in a deed to The Summit Crossing, LLC. recorded in Volume 7675, Page 179 (OPRBCT) and being the east corner of a called 12.545 acre tract of land described in a deed to Technolodging, LP, recorded in Volume 7675, Page 200 (OPRBCT) and being the south corner of a portion of a called 35.91 acre tract of land described in a deed to Conaway Holdings, LP, recorded in Volume 12952, Page 280 (OPRBCT) and being the west corner of said remainder of 98.202 acres;

THENCE, with the common line of said portion of 35.91 acres and said remainder of 98.202 acres, **N 42° 08' 09" E**, for a distance of **384.66 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the POINT OF BEGINNING hereof, from which the City of College Station Monument CS94-242 bears N 78° 06' 05" E a distance of 3,412.54 feet;

THENCE, continuing with the common line of said portion of 35.91 acres and said remainder of 98.202 acres, **N 42° 08' 09" E**, for a distance of **898.23 feet** to a 1/2 inch iron rod found for the west corner of a called 3.260 acre tract of land described in a deed to R4 Investment Ventures, LLC, recorded in Volume 18047, Page 145 (OPRBCT) and being the north corner of said remainder of 98.202 acres and the north corner hereof;

THENCE, with the common line of said remainder of 98.202 acres, said 3.260 acres, a called 2.616 acres recorded in a deed to R4 Investment Ventures, LLC, recorded in Volume 18938, Page 112 (OPRBCT) and a called 10.245 acre tract described in a deed to The Summit Crossing, LLC, recorded in Volume 18318, Page 123 (OPRBCT),

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TRACT 6

S 46° 11' 43" E, for a distance of **869.25 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set on the southwest line of said 10.245 acres and being the east corner hereof;

THENCE, through said remainder of 98.202 acres, for the following four (4) courses and distances:

1) **S 36° 52' 49" W**, for a distance of **472.60 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
2) **N 43° 43' 33" W**, for a distance of **41.04 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
3) **N 50° 07' 44" W**, for a distance of **170.43 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
4) **S 37° 43' 29" W**, for a distance of **388.74 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set on the common line of said remainder of 98.202 acres and Summit Crossing, Phase 3A, filed in Volume 14370, Page 148 (OPRBCT), for the south corner hereof;

THENCE, with the common line of said Summit Crossing, Phase 3A, and said remainder of 98.202 acres, **N 52° 16' 29" W**, passing at a distance of 165.02 feet an 'X' found in concrete for the north corner of said Summit Crossing, Phase 3A, and being an interior ell corner of said remainder of 98.202 acres and continuing through said remainder of 98.202 acres for a total distance of **274.21 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;

THENCE, continuing through said remainder of 98.202 acres, for the following six (6) courses and distances:

1) With a curve to the right, having a radius of **500.00 feet**, an arc length of **38.49 feet**, a delta angle of **04° 24' 38"**, and a chord which bears **N 50° 04' 10" W**, a distance of **38.48 feet**, to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
2) **N 47° 51' 51" W**, for a distance of **150.01 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
3) With a curve to the right, having a radius of **70.00 feet**, an arc length of **58.19 feet**, a delta angle of **47° 37' 56"**, and a chord which bears **N 23° 40' 28" W**, a distance of **56.53 feet**, to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
4) With a reverse curve to the left, having a radius of **80.00 feet**, an arc length of **122.38 feet**, a delta angle of **87° 39' 03"**, and a chord which bears **N 43° 18' 37" W**, a distance of **110.79 feet**, to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;

5) With a reverse curve to the right, having a radius of **90.00 feet**, an arc length of **61.68 feet**, a delta angle of **39° 16' 06"**, and a chord which bears **N 67° 30' 06" W**, a distance of **60.48 feet**, to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
6) **N 47° 52' 03" W**, for a distance of **50.01 feet** to the **POINT OF BEGINNING** hereof and containing **16.453 acres**, more or less.

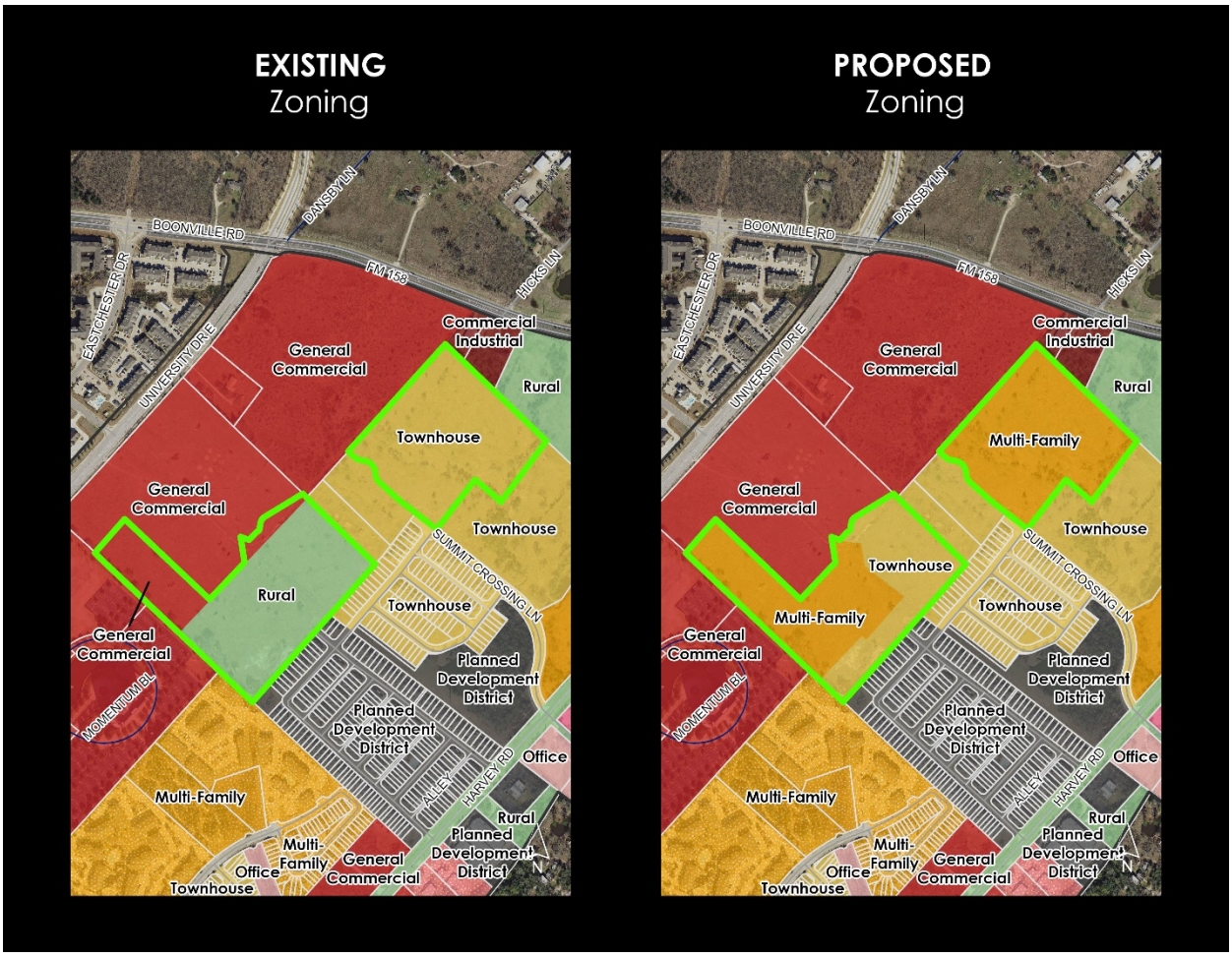
Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00011060575660 (calculated using GEOID12B).

STATE OF TEXAS
REGISTERED
MICHAEL KONETSKI
6531
PROFESSIONAL
LAND SURVEYOR

1/10/25
Michael Konetski
Registered Professional Land Surveyor No. 6531

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Exhibit B


EXISTING
Zoning
PROPOSED
Zoning
BOONVILLE RD
DANSBY LN
FM 158
HICKS LN
EASTCHESTER DR
UNIVERSITY DR E
Commercial Industrial
General Commercial
Rural
Townhouse
General Commercial
Townhouse
SUMMIT CROSSING LN
Rural
Townhouse
General Commercial
MOMENTUM BL
Planned Development District
Planned Development District
ALLEY
HARVEY RD
Office
Multi-Family
Rural
Planned Development District
Multi-Family
Office
General Commercial
Townhouse
N
BOONVILLE RD
DANSBY LN
FM 158
HICKS LN
EASTCHESTER DR
UNIVERSITY DR E
Commercial Industrial
General Commercial
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Multi-Family
General Commercial
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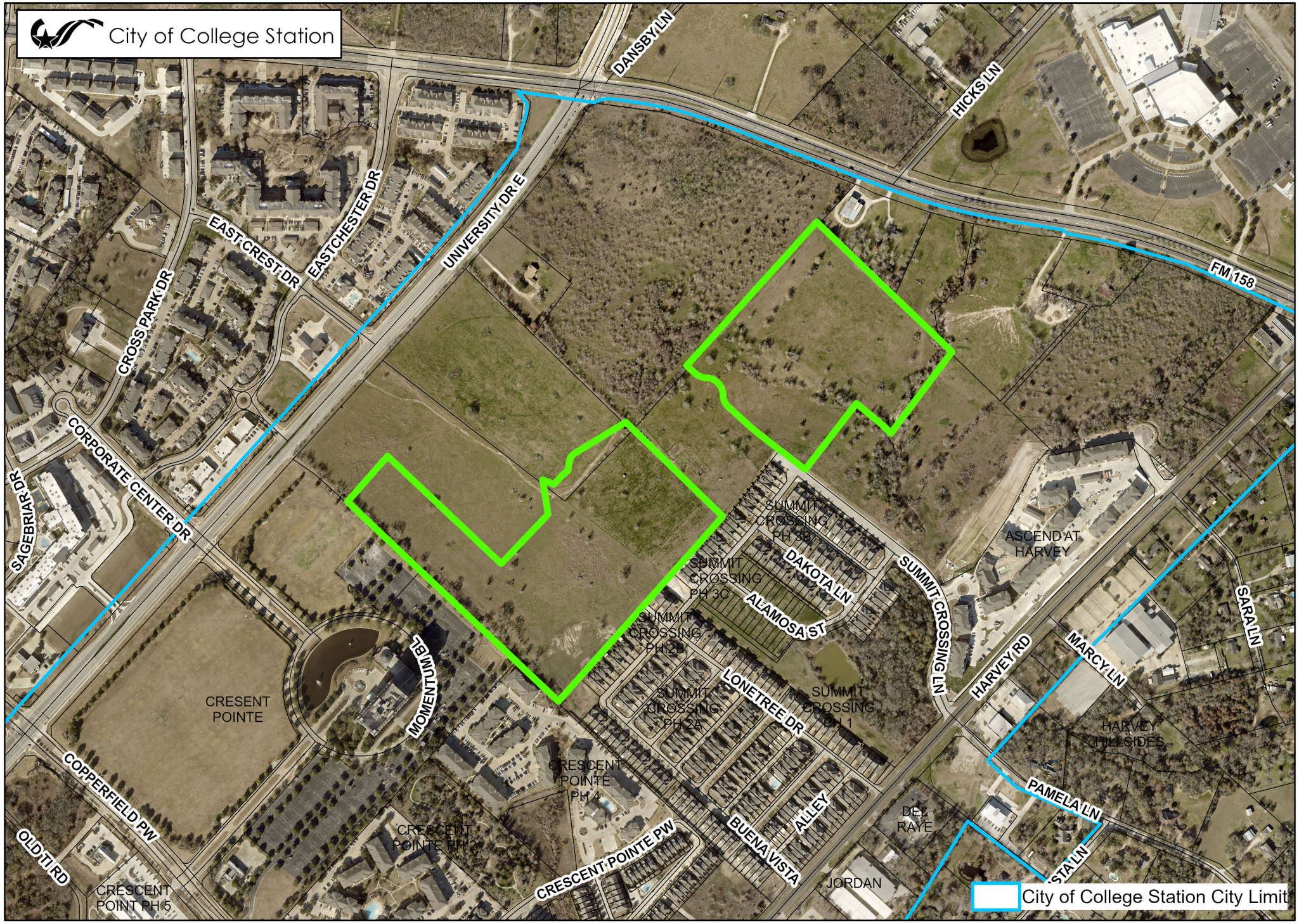
Planned Development District
Planned Development District
ALLEY
HARVEY RD
Office
Multi-Family
Rural
Planned Development District
Multi-Family
Office
General Commercial
Townhouse
N



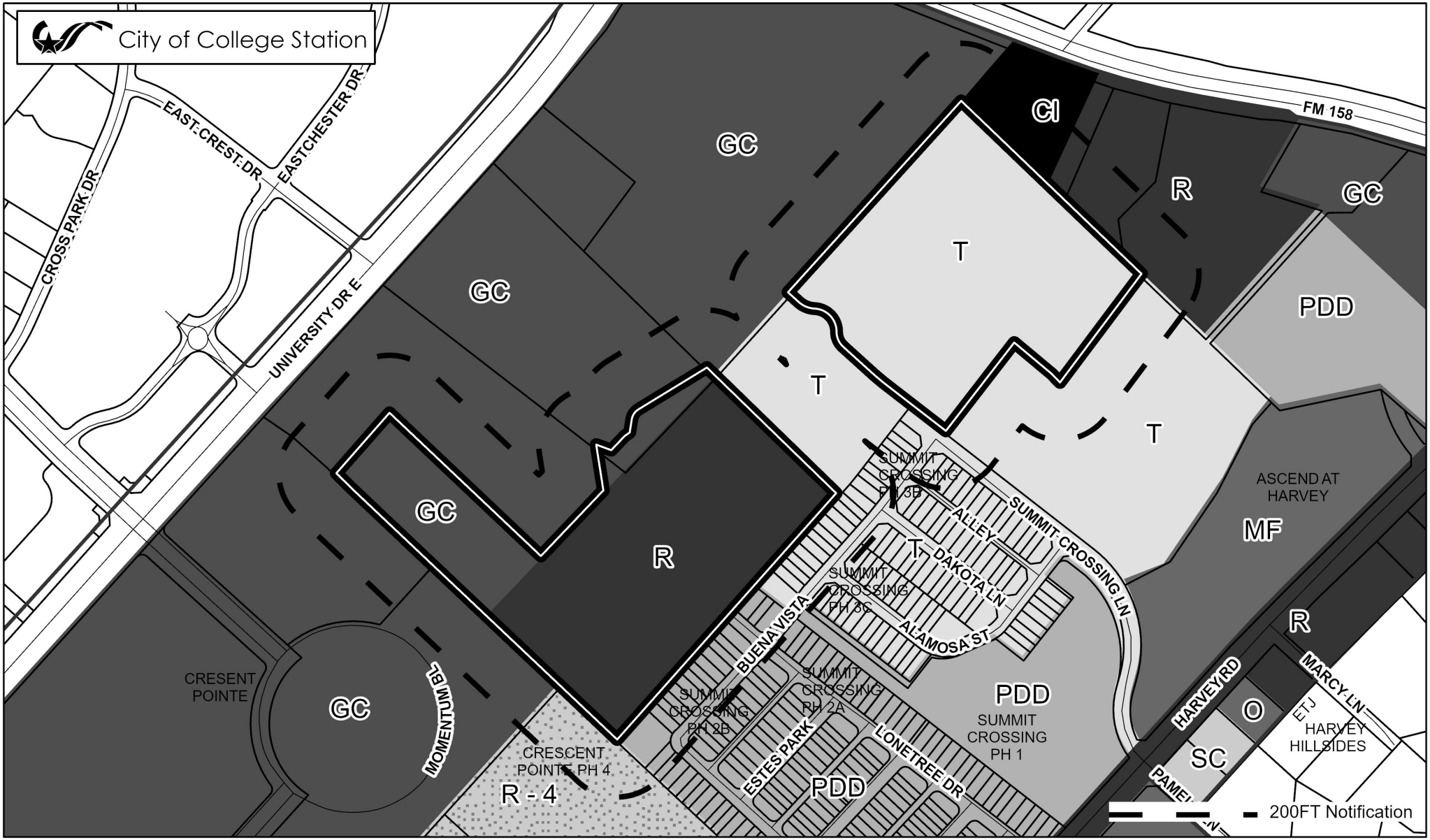
NORTH

0 500 1,000 Feet

SUMMIT CROSSING EXPANSION

Case: REZ2025-000002

REZONING



ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MH Middle Housing
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- HOO High Occupancy Ovr.
- ROO Restricted Occupancy Ovr.
- NPO Nbrhd. Prevailing Ovr.
- NCO Nbrhd. Conservation Ovr.
- HP Historic Preservation Ovr.

Retired Districts
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- C-3 Light Commercial
- RD Research and Dev.
- M-1 Light Industrial
- M-2 Heavy Industrial

NORTH

0 470 940 Feet

SUMMIT CROSSING EXPANSION

Case: REZ2025-000002

REZONING

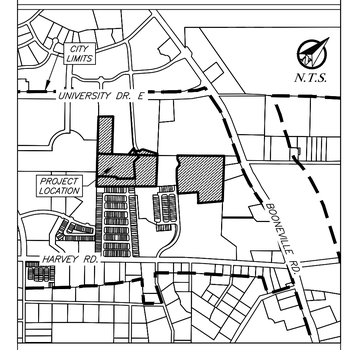
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	68.42'	N 43° 34' 42" E
L2	20.71'	N 55° 19' 50" E
L3	46.33'	N 9° 00' 01" E

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH	TANGENT
C1	55.83'	480.00'	6° 39' 51"	S 69° 47' 13" E	55.80'	27.95'
C2	43.27'	50.00'	49° 34' 43"	N 33° 47' 22" E	41.93'	23.09'
C3	90.58'	480.00'	10° 48' 45"	S 78° 31' 31" E	90.45'	45.43'
C4	44.19'	480.00'	5° 16' 31"	N 86° 34' 09" W	44.18'	22.11'
C5	61.68'	90.00'	39° 16' 06"	N 67° 30' 06" W	60.48'	32.11'
C6	122.38'	80.00'	87° 39' 03"	N 43° 18' 37" W	110.79'	76.79'
C7	58.19'	70.00'	47° 37' 56"	N 23° 40' 28" W	56.53'	30.90'
C8	38.49'	500.00'	4° 24' 38"	N 50° 04' 10" W	38.48'	19.25'

Legend

- R – Rural
- MF – Mulit–Family
- T – Townhouse
- GC – General Commercial
- CI – Commercial Industrial
- PDD – Planned Development District
- R–4 – Multi–Family

Vicinity Map



General Notes:

1. Bearing System shown hereon is based on the Texas State plane Central Zone grid north as established from GPS observation using the LEICA Smartnet NAD83 (NA2011) Epoch 2010 multi–year CORS solution 2 (MYCS2).
2. Distances shown hereon are surface distances unless otherwise noted. to obtain grid distances (not areas) divide by a combined scale factor of 1.00011060575660 (Calculated using GEOID12B).
3. Iron rods will be set at all angle points and lot corners, unless stated otherwise.
4. This lot is not within the 100–YR floodplain according to the DFIRM for Brazos County, Texas and Incorporated areas, Map No. 48041C0220F, Map No. 48041C0185E effective April 02, 2014.
5. Blanket Easement to City of Bryan, 98/90 & 98/184, does apply to this tract.
6. Easement to Wixon Water Supply Corp., 309/670 DRBCT, may or may not cross this tract. easement calls to be 20' wide, centered on a single water pipeline as installed. Location of the water line covered by this easement is not described and cannot be plotted.

100 50 0 100

REZONE

James M. Webb Survey, A-49

38.24 Acres

College Station, Brazos County, Texas
December 2024

Owner:
Technolodging LP, Technofoods Inc. & Salim Ismail
PO BOX 2864
Bryan, TX 77840

Surveyor:
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
979-268-3195
TBPLES #10018500
Project #21-687

Owner:
The Summit Crossing LLC
809 University Dr. E
College Station, TX 77840

Engineer:
J4 Engineering
PO Box 5192
Bryan, TX 77805
979-739-0567
TBPE F-9951

J4E Project # 21-062
Summit Crossing Expansion–Master Plan.dwg
6/12/25
J4 Engineering

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: July 17, 2025
Advertised Council Hearing Date: August 14, 2025

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Summit Crossing HOA

Property owner notices mailed: 75

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Commercial	GC General Commercial	Vacant
South	Urban Residential	R Rural, PDD Planned Development District, T Townhouse	Vacant, Townhomes
East	General Commercial, Urban Residential	GC General Commercial, CI Commercial Industrial, R Rural	Vacant, Vehicle Service
West	General Commercial, Urban Residential	GC General Commercial, R Rural, T Townhouse, R-4 Multi-Family	Office, Apartments, Townhomes

DEVELOPMENT HISTORY

Annexed: September 1980

Zoning: A-O Agricultural-Open (upon annexation 1980)

- Area currently designated as GC General Commercial:
  - A-O Agricultural-Open to C-1 General Commercial (2008)
  - C-1 General Commercial renamed to GC General Commercial (2012)
- Area currently designated as R Rural:
  - A-O Agricultural-Open renamed to R Rural (2013)
- Area currently designated as T Townhouse:

- A-O Agricultural-Open to PDD Planned Development District (2003)
- PDD Planned Development District to T Townhouse (2018)

Final Plat: Unplatted

Site Development: Vacant

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: SUMMIT CROSSING EXPANSION (REZ2025-000002)

Address:

Legal Description: A004901, J W SCOTT (ICL), TRACT 35.1, 31.978 ACRES

Total Acreage: 38.24

Applicant:: J4 ENGINEERING

Property Owner: THE SUMMIT CROSSING LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

This is a growing area with existing townhomes. Additional townhomes are proposed with an apartment development.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

CPA2025-000001 is proposed in conjunction with this rezone to adjust boundaries to fit proposed developments. All uses are in compliance with land uses.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

This is just expanding existing uses in the area.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The multifamily zoning request is for apartments and the townhome zoning is for townhomes.

Explain the suitability of the property for uses permitted by the current zoning district.

The multifamily zoning request is for apartments and the townhome zoning is for townhomes.

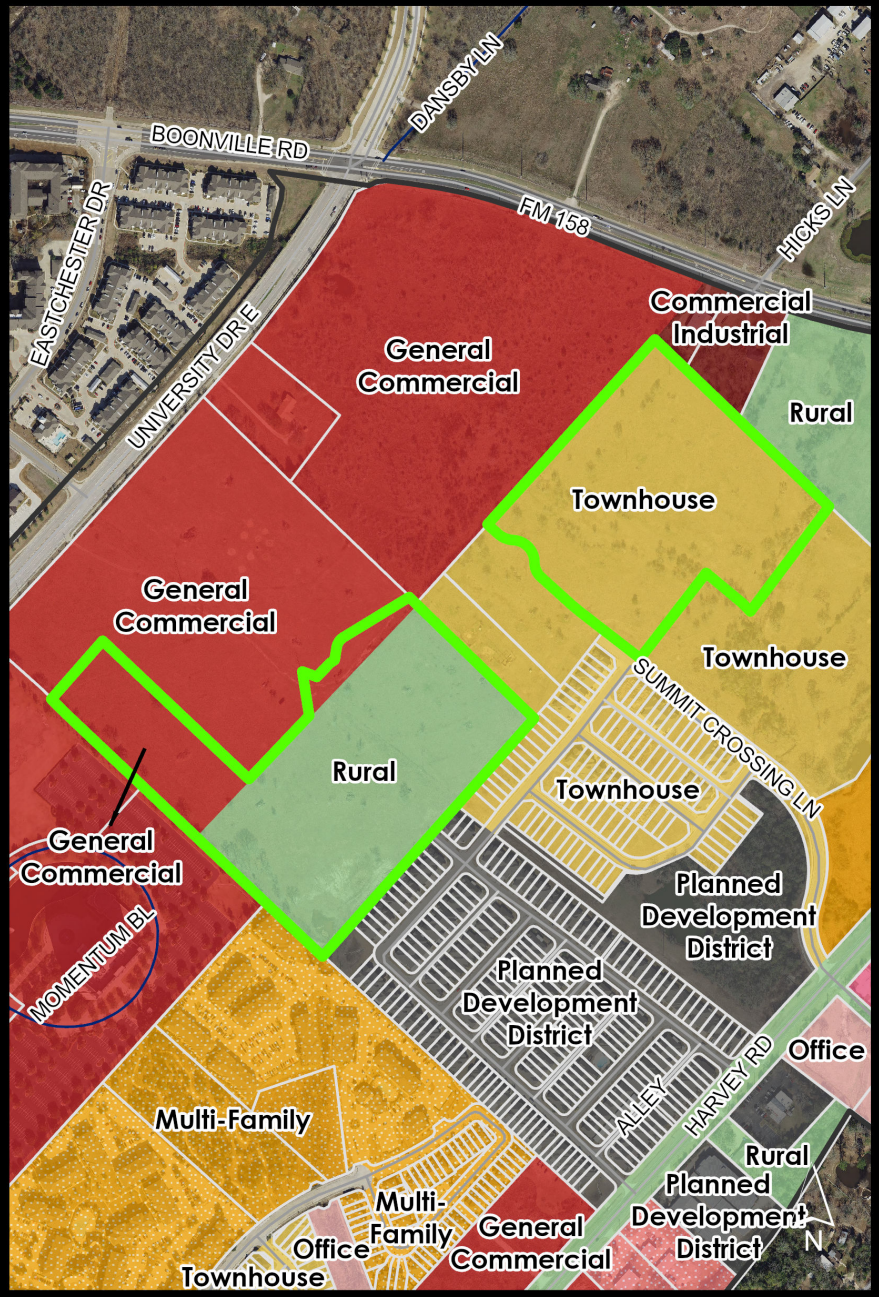
Explain the marketability of the property for uses permitted by the current zoning district.

Again this is a growing area and urban residential development is the highest and best use of the property.

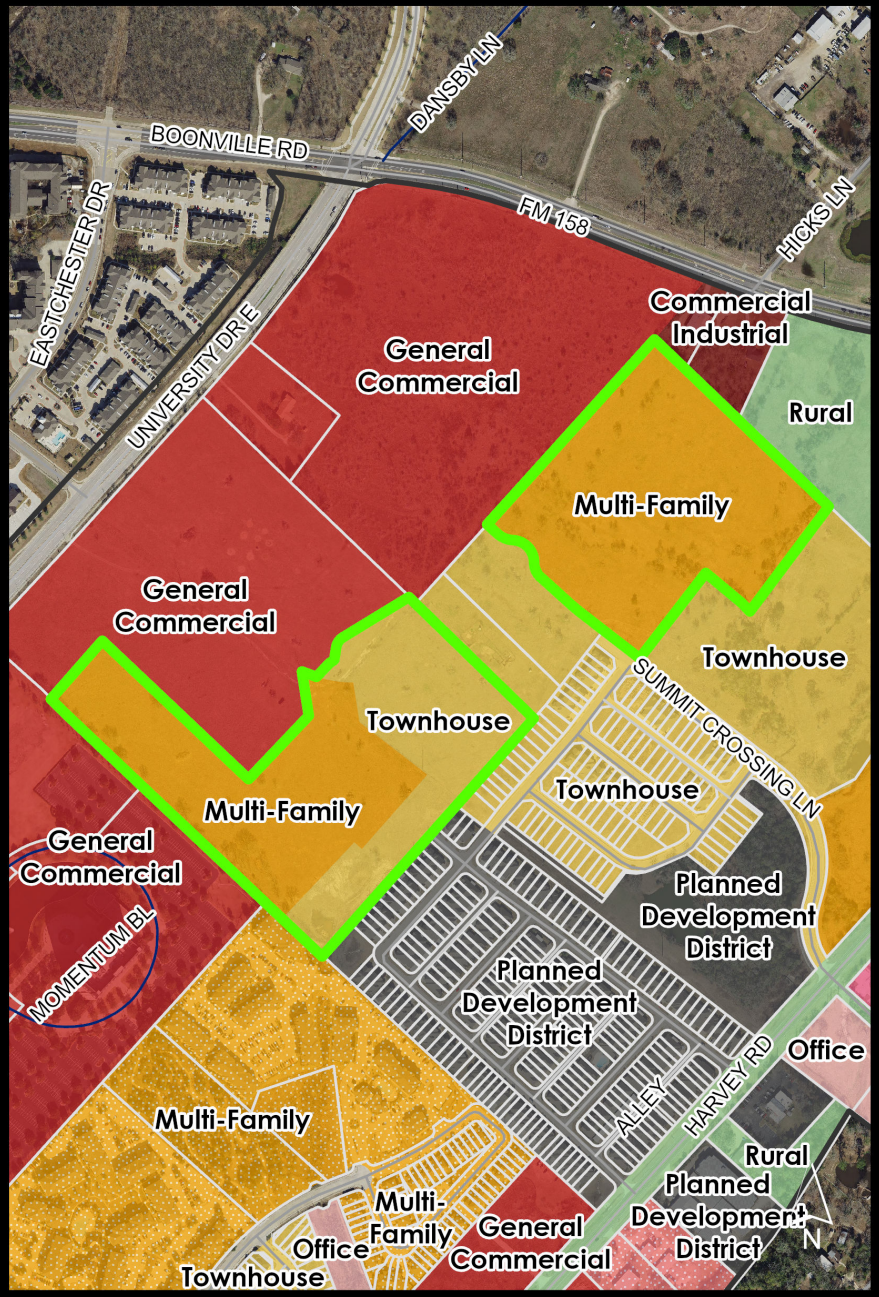
List any other reasons to support this zone change.

NA

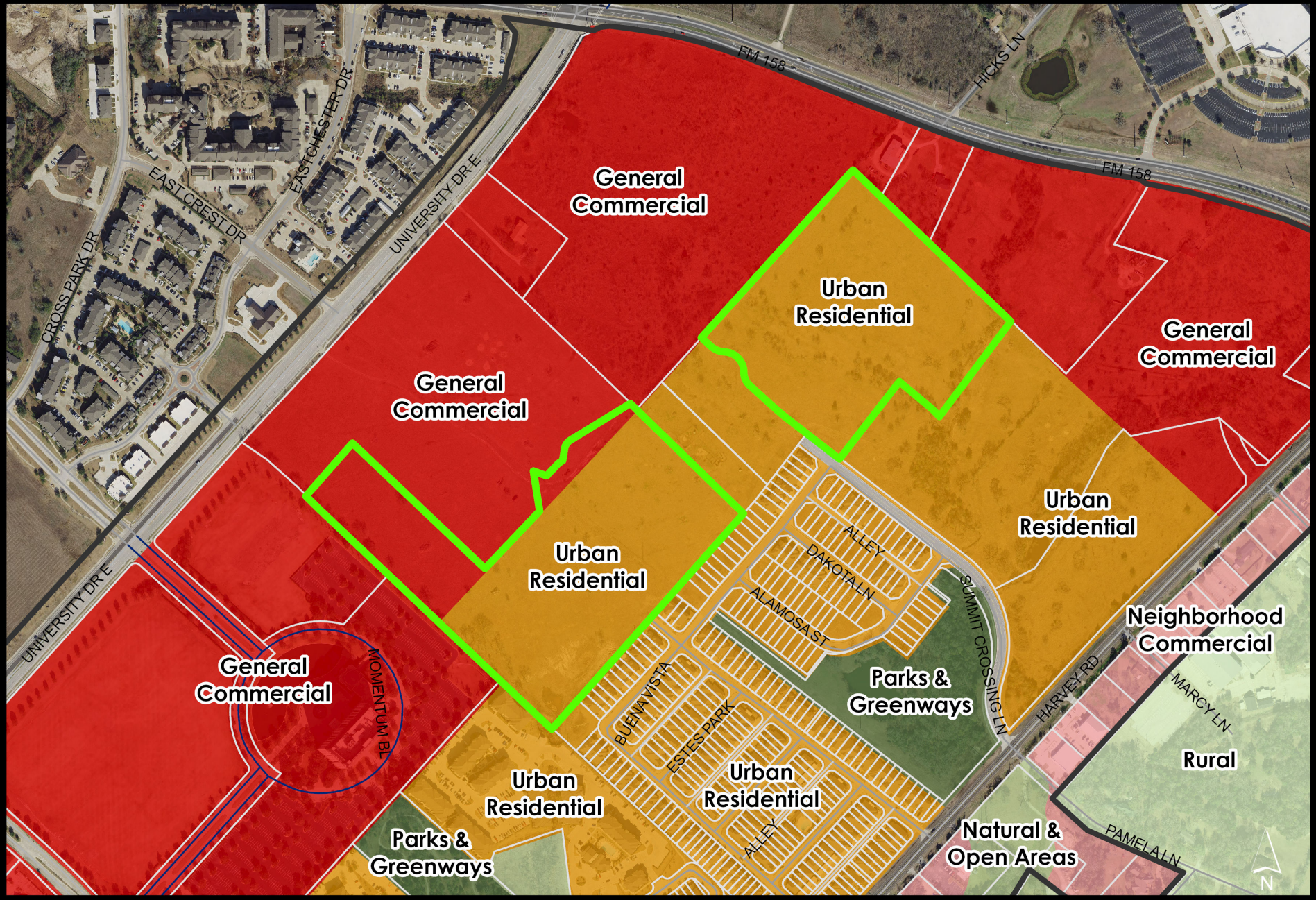
EXISTING
Zoning



PROPOSED
Zoning



EXISTING
Future Land Use



August 14, 2025
Item No. 9.1.
Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of August 18th thru August 28th:

August 18th - Intergovernmental Committee Meeting
August 18th - Comprehensive Plan Evaluation Committee Meeting
August 19th - Council Transportation Committee Meeting
August 20th - Economic Outlook Briefing
August 20th - Exploring History Luncheon
August 20th - P&Z Training
August 21st - Council Legislative Engagement Committee
August 21st - Business After Hours
August 27th - Transportation Committee Meeting
August 27th - Tourism Committee
August 27th - Housing Plan Advisory Committee Meeting
August 28th - Council Meeting Day

Budget & Financial Summary: None.

Attachments:
None

August 14, 2025
Item No. 10.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None